

*Sweetwater Creek
Community Development District*

Agenda

February 6, 2024

AGENDA

**Sweetwater Creek
Community Development District**

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

January 30, 2024

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 **Tuesday, February 6, 2024 at 4:00 p.m. at 1865 N. Loop Parkway, 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 January 4, 2024 Meeting
 - B. Financial Statements
 - C. Check Register
 - D. Ratification of Requisition Nos. 115-117
 - E. Ratification of Water Heater Repair
 - F. Ratification of Agreement with Matthews Design Group for Professional Engineering Services
- IV. Staff Reports
 - A. Landscape Team
 - 1. Maintenance Report
 - 2. Consideration of Proposal for Trimming Crepe Myrtles
 - 3. Update on Intersection Landscape Bed Review / Revamp Project
 - B. District Engineer
 - C. District Counsel – Update on Sports Surfaces and Reminder on Ethics Training

- D. District Manager
- E. Field Manager – Report
- F. Director of Amenities – Report
- V. Business Items
 - A. Consideration of Proposals for Dog Park Fencing and Water Stations
 - B. Consideration of Proposals for Playground Mulch
 - C. Consideration of Onda Park Improvements
 - 1. Proposal from Matthews DCCM for Site Plan Development (separate cover)
 - 2. Playground Structure Design Concept (separate cover)
 - 3. Turf Preparation for Soccer Goals
 - D. Consideration of Proposal for Trimming Palm Trees
 - E. Consideration of Revisions to Amenity Policies (Adding Pickleball & Non-Resident Annual Membership)
 - F. Consideration of Resolution 2024-02, Instructing the St. Johns County Supervisor of Elections to Conduct the 2024 General Election
 - G. Review of Communication from Marshall Creek re: FEMA Denial and Consideration of Same
- VI. Other Business
- VII. Supervisor Requests / Public Comment
- VIII. Next Scheduled Meeting – Thursday, March 7, 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 **Monday, January 4, 2024** 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, RMS
Jerry Lambert	Riverside Management Services
Mary Marchiano	Duval Landscape

The following is a summary of the discussions and actions taken at the January 4, 2024 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 4:00 p.m. Five Board members were physically present, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment

Ms. Dollene Ewing commented that a group of kids from Glorietta have been playing off Ovalo since the park discussion started and stated if there are people choosing to use their children as a retaliation, that's really sad.

THIRD ORDER OF BUSINESS

District Engineer's Report

Mr. Lockwood stated that he will be inspecting the pickleball courts with Mr. Smith next week and suggested including Paul Hoffman.

Mr. Handler asked if there were any updates on transferring District documents from ETM to the new engineer.

Mr. Lockwood responded that ETM will put together a package for the District to download.

FOURTH ORDER OF BUSINESS

Consideration of Responses to Request for Qualifications for Engineering Services

- A. Alliant**
- B. Atwetll**
- C. Dewberry**
- D. Nevin**
- E. Matthews DCCM**

Mr. McGaffney informed the Board that ETM's last day as District Engineer will be February 5, 2024. A request for qualifications was noticed and five responses were received. Copies of the responses were included in the agenda package for the Board's review. He noted District staff has worked with four out of the five respondents.

Mr. Cervelli's scores for each respondent were presented as follows: Matthews DCCM, 95 total points; Atwell, 92 total points; Dewberry, 90 total points; Alliant, 85 total points; and Nevin, 70 total points. The Board made the motion below to adopt Mr. Cervelli's rankings.

On MOTION by Mr. Usina, seconded by Mr. Smith, with all in favor, accepting Mr. Cervelli's scores and ranking Matthews DCCM #1, Atwell #2, Dewberry #3, Alliant #4, and Nevin #5 was approved 5-0 with District staff authorized to negotiate a contract.

FIFTH ORDER OF BUSINESS

Staff Reports

- A. Landscape Team**
 - 1. Maintenance Report**

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

Mr. Smith requested a proposal for trimming the Crepe Myrtles.

2. Update on Intersection Landscape Bed Review / Revamp Project

Mr. Lisotta stated that it is not going to be possible to standardize the landscaping plan for the intersection landscape beds due to some being shaded, some receiving more sun, some being irrigated and some being unirrigated. Ms. Marchiano has recommended shrinking some of the beds and pulling the ornamental grasses and flowers away from the sidewalk into the inside of the bed to protect them better. Flowers are also a challenge as the deer are eating them. A high number estimate to revamp all of the landscape beds would be around \$200,000, so he suggested doing the project in phases rather than at one time.

Mr. Cervelli stated that the Rio Del Norte HOA is in favor of shrinking the landscape beds and installing perennials instead of annuals.

Mr. McGaffney informed the Board that the FY24 budget includes a landscape improvement budget of \$50,000

B. District Counsel

Ms. Kilinski stated that she sent the Board an update by email on the small claims court case. She also noted her firm is working on an update to the amenity policies to present at the February meeting to include the pickleball courts. Lastly, she reminded the Board members they are required to complete four hours of ethics training by December 31, 2024 and that the Form 1 will need to be submitted electronically to the Commission on Ethics and not the Supervisor of Elections office.

Mr. Lisotta asked for a reminder of what the settlement would be on the small claims court case if the Board decided to accept the offer.

Ms. Kilinski responded that the last offer, which would need to be refreshed by the defendant, was \$6,000.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, authorizing counsel to engage Sports Surfaces on the intent to settle and delegating settlement authority to the Chair was approved 5-0.
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C. District Manager

There being nothing to report, the next item followed.

D. Field Manager – Report

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

Mr. Lambert introduced Dan Wright with RMS, but noted he would still be the point person until he is confident Mr. Wright can take over the field operations position.

Mr. Cervelli asked what the status is of the janitor position.

Ms. Gunia responded that RMS is currently interviewing candidates.

Mr. Lisotta asked if the streetlight for North Loop and Ensenada was taken care of.

Mr. Lambert responded that he was told it could be installed in one to two months, but he will follow up.

F. Director of Amenities

A copy of the amenities report was sent to the Board for their review.

SIXTH ORDER OF BUSINESS

Approval of the Consent Agenda

A. Minutes of the November 27, 2023 Meeting

Copies of the minutes of the November 27, 2023 meeting were included in the agenda package for the Board’s review. Mr. McGaffney noted a correction was made to change out Onda Park for Ensenada Park under a discussion regarding the dog park.

B. Financial Statements

Copies of the financial statements were provided to the Board for their review.

C. Check Register

A copy of the check register was included in the agenda package for the Board’s review.

D. Ratification of Requisition Nos. 110-114

Copies of requisition numbers 110 through 114 were included in the agenda package for the Board’s review.

On MOTION by Mr. Lisotta, seconded by Mr. Handler, with all in favor, the consent agenda was approved 5-0.
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SEVENTH ORDER OF BUSINESS

Business Items

A. Consideration of Proposals for Pickleball Path Lighting

Mr. Smith recommended installing motion detected lighting along the edge of the building as there is not enough lighting when the court lights are turned off. Proposals ranging from \$3,800 to \$15,160 were included in the agenda package for the Board's review.

On MOTION by Mr. Smith, seconded by Mr. Handler, with all in favor, the \$3,800 proposal from Alfred Grover was approved 5-0.

B. Consideration of Proposals for Clubhouse Roof Repairs

Ms. Gunia informed the Board she was made aware of a leak in the roof of the clubhouse. Proposals ranging from \$13,844.07 to \$18,875.

On MOTION by Mr. Smith, seconded by Mr. Lisotta, with all in favor, the proposal from FCC totaling \$15,860 was approved 5-0.

The Board took a brief recess at this time, approximately 4:54 p.m. Upon reconvening, the following items were taken.

C. Consideration of Proposals for Dog Park Fencing and Water Stations at Ensenada Park

This item was tabled to allow staff more time to gather quotes.

D. Consideration of Estimates for Soccer Goals and Mulch at Onda Park

Quotes for aluminum soccer goals totaling \$4,650 and \$5,680 were included in the agenda package for the Board's review. Ms. Gunia added that a third quote came in at \$3,900 including the nets. Mr. Lambert noted the mulch quote is to apply mulch under a shade structure rather than a concrete pad if desired.

On MOTION by Mr. Usina, seconded by Mr. Handler, with all in favor, an amount not to exceed \$4,650 to purchase soccer goals was approved 5-0.
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There was no action taken on the mulch quote.

E. Consideration of Proposals for Shade Structures at Onda Park

The Board reviewed quotes for shade structures totaling approximately \$25,000. Mr. Smith added that a covered pergola structure with a concrete pad could be installed for around \$50,000. Adding a playground would increase the cost to just under \$300,000. Mr. Usina suggested tabling the discussion further until the new engineer is on board and there is a site plan available. Mr. Usina and Ms. Gunia will work together on a recommendation to bring back to the Board at the next meeting. Ms. Kilinski added that the new engineering firm can be asked to provide a proposal for the Board's consideration at the February meeting to create a site plan.

F. Consideration of Estimates for Playground Structures

This item was deferred.

EIGHTH ORDER OF BUSINESS

Other Business

Mr. Cervelli and Mr. Smith informed the Board an issue of a resident being abusive to staff and/or board members. The Board directed Mr. McGaffney to send a warning letter to the resident.

Ms. Lisotta asked if the Board would consider moving the February meeting date. The Board agreed to move the meeting to February 6, 2024 in the fitness center.

NINTH ORDER OF BUSINESS

Supervisor Requests / Public Comment

There being none, the next item followed.

TENTH ORDER OF BUSINESS

**Next Scheduled Meeting – Thursday,
February 1, 2024 at 4:00 p.m. at 625 Palencia
Club Drive, St. Augustine, Florida 32095**

On MOTION by Mr. Usina, seconded by Mr. Smith, with all in favor, moving the next meeting to February 6, 2024 at 4:00 p.m. in the multi-purpose room of the fitness center was approved 5-0.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

January 4, 2024

Sweetwater Creek CDD

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Sweetwater Creek
Community Development District

Unaudited Financial Reporting
December 31, 2023



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Sweetwater Creek
Community Development District
Combined Balance Sheet
December 31, 2023

	General Fund	Debt Service Fund	Capital Reserve Fund	Capital Project Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account General Fund	\$ 181,042	\$ -	\$ 198,129	\$ -	\$ 379,171
Operating Account Amenity Account	122,829	-	-	-	122,829
Debit Card Account	1,119	-	-	-	1,119
Accounts Receivable	-	-	-	-	-
Assessments Receivable	-	-	-	-	-
Due from General Fund	-	7,605	-	-	7,605
Due from Others	596	-	1,733	-	2,329
Due from Amenity	-	-	-	-	-
Due from Capital Reserve	5,086	-	-	5,190	10,276
Due from Capital Projects	-	-	-	-	-
	-	-	-	-	-
Investments:					
State Board of Administration (SBA)	2,448	-	70,786	-	73,234
US Bank Custody Account	472,811	-	-	-	472,811
	-	-	-	-	-
Series 2019					
Reserve - A-1	-	133,070	-	-	133,070
Reserve - A-2	-	108,331	-	-	108,331
Revenue	-	250,380	-	-	250,380
Prepayment	-	481	-	-	481
Excess Revenue	-	603	-	-	603
Construction	-	-	-	439,951	439,951
Prepaid Expenses	8,499	-	-	-	8,499
Deposits	-	-	-	-	-
Total Assets	\$ 794,430	\$ 500,469	\$ 270,648	\$ 445,141	\$ 2,010,688
Liabilities:					
Accounts Payable	\$ 57,581	\$ -	\$ 7,790	\$ -	\$ 65,371
Accrued Expenses	1,538	-	-	-	1,538
Due to Debt Service	7,605	-	-	-	7,605
Due to Amenity Fund	-	-	-	2,960	2,960
Due to Capital Projects	-	-	-	-	-
Total Liabilities	\$ 66,723	\$ -	\$ 7,790	\$ 2,960	\$ 77,473
Fund Balance:					
Nonspendable:					
Prepaid Items	\$ 8,499	\$ -	\$ -	\$ -	\$ 8,499
Deposits	-	-	-	-	-
Restricted for:					
Debt Service	-	500,469	-	-	500,469
Capital Project	-	-	-	442,181	442,181
Assigned for:					
Capital Reserve Fund	-	-	262,858	-	262,858
Capital Reserves	-	-	-	-	-
Unassigned	719,207	-	-	-	719,207
Total Fund Balances	\$ 727,706	\$ 500,469	\$ 262,858	\$ 442,181	\$ 1,933,215
Total Liabilities & Fund Balance	\$ 794,430	\$ 500,469	\$ 270,648	\$ 445,141	\$ 2,010,688

Sweetwater Creek
Community Development District

General Fund

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

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 1,724,315	\$ 513,522	\$ 513,522	\$ -
Fitness Center Revenue	2,000	500	650	150
Interest	5,000	1,250	3,248	1,998
Total Revenues	\$ 1,731,315	\$ 515,272	\$ 517,420	\$ 2,148
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 9,600	\$ 2,400	\$ 2,000	400
PR-FICA	-	-	-	-
Engineering	20,000	5,000	2,140	2,860
District Counsel	55,000	13,750	16,537	(2,787)
Annual Audit	3,800	-	-	-
Assessment Administration	5,000	5,000	5,000	-
Arbitrage Rebate	500	-	-	-
Dissemination Agent	5,300	1,325	1,325	(0)
Trustee Fees	3,800	3,800	3,143	657
Management Fees	42,500	10,625	10,625	(0)
Information Technology	1,425	356	356	-
Website Maintenance	1,000	250	250	0
Telephone	742	186	95	90
Postage & Delivery	3,000	750	778	(28)
Public Official Insurance	4,497	4,497	4,088	409
Printing & Binding	4,100	1,025	312	713
Legal Advertising	2,000	500	374	126
Miscellaneous	1,500	375	73	302
Office Supplies	-	-	-	-
Dues, Licenses & Subscriptions	175	175	175	-
Cost Share Expense - Marshall Creek	20,000	-	-	-
Total General & Administrative	\$ 183,939	\$ 50,014	\$ 47,271	\$ 2,742
Operations & Maintenance				
Utilities				
Electric	\$ 75,000	\$ 18,750	\$ 19,411	(661)
Other Physical Environment				
General Insurance	6,058	6,058	6,357	(299)
Landscape Maintenance	291,276	72,819	72,819	-
Landscape Improvements	50,000	12,500	5,044	7,456
Mulch	50,000	12,500	-	12,500
Lake Maintenance	22,000	5,500	4,614	886
Fountain Maintenance	1,500	375	-	375
Irrigation Repairs & Maintenance	39,000	9,750	8,610	1,140
Storm Clean-Up	2,000	500	-	500
Field Repairs & Maintenance	26,000	6,500	8,742	(2,242)
Tree Removals	14,000	3,500	2,986	514
Streetlight Repairs	2,250	563	-	563
Signage Repairs	1,000	250	-	250
Holiday Decoration	5,000	1,250	-	1,250
Miscellaneous Field Supplies	3,500	875	-	875
Guardhouse Maintenance	2,500	625	-	625
Playground Repairs & Maintenance	2,500	625	-	625
Subtotal Other Physical Environment	\$ 593,584	\$ 152,940	\$ 128,583	\$ 24,357

Sweetwater Creek
Community Development District

General Fund

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

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
Amenities				
<u>Administrative</u>				
Property & Casualty Insurance	\$ 37,581	\$ 37,581	\$ 36,496	1,085
Payroll - Salaried	86,268	21,567	685	20,882
Payroll - Hourly	91,375	22,844	1,638	21,206
Payroll - Benefits	16,775	4,194	301	3,893
Payroll Taxes	14,730	3,683	264	3,419
Facility Management	-	-	66,344	(66,344)
Professional Services - Engineering	71,457	17,864	1,281	16,584
Professional Services - Information Technology	1,890	473	34	439
Travel & Per Diem	200	50	-	50
Training	400	100	-	100
Licenses & Permits	400	100	-	100
Subscriptions & Memberships	500	125	58	67
Office Supplies	3,000	750	620	130
Office Equipment	2,500	625	382	243
Communication - Telephone/Internet/TV	12,000	3,000	1,316	1,684
Internet/Telephone - Guard House	5,821	1,455	1,041	414
<u>Field</u>				
Field Management Fees	89,040	22,260	22,260	-
General Utilities	75,000	18,750	14,782	3,968
Refuse Removal	5,200	1,300	1,888	(588)
Security	60,000	15,000	18,369	(3,369)
Janitorial Services	13,978	3,495	10,699	(7,205)
Operating Supplies - Spa & Paper	4,000	1,000	675	325
Operating Supplies - Uniforms	500	125	-	125
Cleaning Supplies	12,500	3,125	1,837	1,288
Amenity Landscape Maintenance & Improvements	29,500	7,375	5,718	1,657
Gate Repairs & Maintenance	2,500	625	-	625
Dog Park Repairs & Maintenance	6,000	1,500	-	1,500
Park Mulch	5,000	1,250	-	1,250
Miscellaneous Field Supplies	4,100	1,025	236	789
Buildings Repairs & Maintenance	15,000	3,750	55,210	(51,460)
Pest Control	1,800	450	236	214
Pool Maintenance - Contract	25,349	6,337	3,120	3,217
Pool Repairs & Maintenance	3,000	750	330	420
Pool Chemicals	3,800	950	6,840	(5,890)
Signage & Amenity Repairs	300	75	500	(425)
Special Events	2,000	500	-	500
Park Repairs & Maintenance	-	-	19,776	(19,776)
Pickleball Repairs & Maintenance	-	-	427	(427)
<u>Fitness</u>				
Professional Services - Outside Fitness	55,515	13,879	8,735	5,144
Fitness Equipment Repairs & Maintenance	7,000	1,750	2,147	(397)
Fitness Equipment Rental	35,000	8,750	8,782	(32)
Miniature Golf Course Maintenance	500	125	-	125
Miscellaneous Fitness Supplies	6,300	1,575	393	1,182
Capital Outlay - Machinery & Equipment	6,400	1,600	1,505	95
Subtotal Amenities	\$ 814,179	\$ 231,731	\$ 294,923	\$ (63,193)
Total Operations & Maintenance	\$ 1,407,763	\$ 384,670	\$ 423,506	\$ (38,836)
<u>Reserves</u>				
Capital Reserve Transfer	\$ 191,000	\$ -	-	\$ -
Subtotal Reserves	\$ 191,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,782,702	\$ 434,684	\$ 470,778	\$ (36,094)
Excess (Deficiency) of Revenues over Expenditures	\$ (51,387)	\$ 80,588	\$ 46,642	\$ (33,946)
Net Change in Fund Balance	\$ (51,387)	\$ 80,588	\$ 46,642	\$ (33,946)
Fund Balance - Beginning	\$ 51,387		\$ 681,064	
Fund Balance - Ending	\$ (0)		\$ 727,706	

Sweetwater Creek
Community Development District
Capital Reserve Fund

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
Revenues				
Transfer In	\$ 191,000	\$ -	\$ -	\$ -
Interest	1,866	466	992	526
Insurance Proceeds	-	-	-	-
Total Revenues	\$ 192,866	\$ 466	\$ 992	\$ 526
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Repair & Maintenance	79,024	19,756	2,600	17,156
Other Current Charges	525	131	114	17
Total Expenditures	\$ 79,549	\$ 19,887	\$ 2,714	\$ 17,173
Excess (Deficiency) of Revenues over Expenditures	\$ 113,317	\$ (19,421)	\$ (1,722)	\$ (16,647)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 113,317	\$ (19,421)	\$ (1,722)	\$ (16,647)
Fund Balance - Beginning	\$ 263,780		\$ 264,580	
Fund Balance - Ending	\$ 377,097		\$ 262,858	

Sweetwater Creek
Community Development District
Debt Service Fund Series 2019
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 741,613	\$ 220,615	\$ 220,615	\$ -
Interest Income	6,300	1,575	4,898	3,323
Total Revenues	\$ 747,913	\$ 222,190	\$ 225,513	\$ 3,323
Expenditures:				
Series 2019 - A1				
Interest - 11/01	\$ 85,328	\$ 85,328	\$ 85,328	\$ -
Interest - 05/01	85,328	-	-	-
Principal - 05/01	355,000	-	-	-
Series 2019 - A2				
Interest - 11/01	46,475	46,475	46,475	-
Interest - 05/01	46,475	-	-	-
Principal - 05/01	125,000	-	-	-
Total Expenditures	\$ 743,606	\$ 131,803	\$ 131,803	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 4,307	\$ 90,387	\$ 93,710	\$ 3,323
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 4,307	\$ 90,387	\$ 93,710	\$ 3,323
Fund Balance - Beginning	\$ 155,434		\$ 406,759	
Fund Balance - Ending	\$ 159,741		\$ 500,469	

Sweetwater Creek
Community Development District
Capital Projects Fund Series 2019
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ 7,499	\$ 7,499
Total Revenues	\$ -	\$ -	\$ 7,499	\$ 7,499
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 131,101	\$ (131,101)
Total Expenditures	\$ -	\$ -	\$ 131,101	\$ (131,101)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (123,602)	\$ (123,602)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -		\$ (123,602)	
Fund Balance - Beginning	\$ -		\$ 565,783	
Fund Balance - Ending	\$ -		\$ 442,181	

Sweetwater Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 228,251	\$ 285,271	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	513,522
Fitness Center Revenue	210	-	440	-	-	-	-	-	-	-	-	-	650
Cost Sharing - Marshall Creek Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	919	972	1,357	-	-	-	-	-	-	-	-	-	3,248
Total Revenues	\$ 1,129	\$ 229,223	\$ 287,068	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	517,420
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 1,400	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,000
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	791	430	919	-	-	-	-	-	-	-	-	-	2,140
District Counsel	7,296	3,481	5,761	-	-	-	-	-	-	-	-	-	16,537
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	442	442	442	-	-	-	-	-	-	-	-	-	1,325
Trustee Fees	3,143	-	-	-	-	-	-	-	-	-	-	-	3,143
Management Fees	3,542	3,542	3,542	-	-	-	-	-	-	-	-	-	10,625
Information Technology	119	119	119	-	-	-	-	-	-	-	-	-	356
Website Maintenance	83	83	83	-	-	-	-	-	-	-	-	-	250
Telephone	43	25	28	-	-	-	-	-	-	-	-	-	95
Postage & Delivery	351	307	120	-	-	-	-	-	-	-	-	-	778
Public Official Insurance	4,088	-	-	-	-	-	-	-	-	-	-	-	4,088
Printing & Binding	161	41	110	-	-	-	-	-	-	-	-	-	312
Legal Advertising	94	280	-	-	-	-	-	-	-	-	-	-	374
Miscellaneous	62	1	10	-	-	-	-	-	-	-	-	-	73
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Cost Share Expense - Marshall Creek	-	-	-	-	-	-	-	-	-	-	-	-	-
Total General & Administrative	\$ 26,788	\$ 9,350	\$ 11,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	47,271

Sweetwater Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Utilities													
Electric	\$ 6,512	\$ 6,616	\$ 6,283	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	19,411
Other Physical Environment													
General Insurance	6,357	-	-	-	-	-	-	-	-	-	-	-	6,357
Landscape Maintenance	24,273	24,273	24,273	-	-	-	-	-	-	-	-	-	72,819
Landscape Improvements	-	5,044	-	-	-	-	-	-	-	-	-	-	5,044
Mulch	-	-	-	-	-	-	-	-	-	-	-	-	-
Lake Maintenance	1,538	1,538	1,538	-	-	-	-	-	-	-	-	-	4,614
Fountain Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Repairs & Maintenance	4,805	710	3,095	-	-	-	-	-	-	-	-	-	8,610
Storm Clean-Up	-	-	-	-	-	-	-	-	-	-	-	-	-
Field Repairs & Maintenance	2,390	2,718	3,634	-	-	-	-	-	-	-	-	-	8,742
Tree Removals	1,200	-	1,786	-	-	-	-	-	-	-	-	-	2,986
Streetlight Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Signage Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Decoration	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Field Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Guardhouse Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Playground Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Other Physical Environment	\$ 47,075	\$ 40,899	\$ 40,609	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	128,583
Amenities													
Administrative													
Property & Casualty Insurance	\$ 36,496	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	36,496
Payroll - Salaried	685	-	-	-	-	-	-	-	-	-	-	-	685
Payroll - Hourly	1,638	-	-	-	-	-	-	-	-	-	-	-	1,638
Payroll - Benefits	301	-	-	-	-	-	-	-	-	-	-	-	301
Payroll Taxes	264	-	-	-	-	-	-	-	-	-	-	-	264
Facility Management	21,341	22,486	22,516	-	-	-	-	-	-	-	-	-	66,344
Professional Services - Engineering	1,281	-	-	-	-	-	-	-	-	-	-	-	1,281
Professional Services - Information Technology	34	-	-	-	-	-	-	-	-	-	-	-	34
Travel & Per Diem	-	-	-	-	-	-	-	-	-	-	-	-	-
Training	-	-	-	-	-	-	-	-	-	-	-	-	-
Licenses & Permits	-	-	-	-	-	-	-	-	-	-	-	-	-
Subscriptions & Memberships	29	29	-	-	-	-	-	-	-	-	-	-	58
Office Supplies	251	148	221	-	-	-	-	-	-	-	-	-	620
Office Equipment	300	56	26	-	-	-	-	-	-	-	-	-	382
Communication - Telephone/Internet/TV	-	658	658	-	-	-	-	-	-	-	-	-	1,316
Internet/Telephone - Guard House	362	340	340	-	-	-	-	-	-	-	-	-	1,041

Sweetwater Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Field</i>													
<i>Field Management Fees</i>	7,420	7,420	7,420	-	-	-	-	-	-	-	-	-	22,260
<i>General Utilities</i>	4,565	4,781	5,436	-	-	-	-	-	-	-	-	-	14,782
<i>Refuse Removal</i>	414	519	955	-	-	-	-	-	-	-	-	-	1,888
<i>Security</i>	6,163	6,103	6,103	-	-	-	-	-	-	-	-	-	18,369
<i>Janitorial Services</i>	3,733	3,483	3,483	-	-	-	-	-	-	-	-	-	10,699
<i>Operating Supplies - Spa & Paper</i>	428	52	194	-	-	-	-	-	-	-	-	-	675
<i>Operating Supplies - Uniforms</i>	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Cleaning Supplies</i>	1,636	191	9	-	-	-	-	-	-	-	-	-	1,837
<i>Amenity Landscape Maintenance & Improvements</i>	1,906	1,906	1,906	-	-	-	-	-	-	-	-	-	5,718
<i>Gate Repairs & Maintenance</i>	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Dog Park Repairs & Maintenance</i>	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Park Mulch</i>	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Miscellaneous Field Supplies</i>	-	-	236	-	-	-	-	-	-	-	-	-	236
<i>Buildings Repairs & Maintenance</i>	46,990	8,102	118	-	-	-	-	-	-	-	-	-	55,210
<i>Pest Control</i>	79	79	79	-	-	-	-	-	-	-	-	-	236
<i>Pool Maintenance - Contract</i>	-	1,560	1,560	-	-	-	-	-	-	-	-	-	3,120
<i>Pool Repairs & Maintenance</i>	-	-	330	-	-	-	-	-	-	-	-	-	330
<i>Pool Chemicals</i>	1,920	2,999	1,920	-	-	-	-	-	-	-	-	-	6,840
<i>Signage & Amenity Repairs</i>	-	-	500	-	-	-	-	-	-	-	-	-	500
<i>Special Events</i>	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Park Repairs & Maintenance</i>	19,145	631	-	-	-	-	-	-	-	-	-	-	19,776
<i>Pickleball Repairs & Maintenance</i>	357	70	-	-	-	-	-	-	-	-	-	-	427
<i>Fitness</i>													
<i>Professional Services - Outside Fitness</i>	4,217	2,028	2,490	-	-	-	-	-	-	-	-	-	8,735
<i>Fitness Equipment Repairs & Maintenance</i>	2,147	-	-	-	-	-	-	-	-	-	-	-	2,147
<i>Fitness Equipment Rental</i>	2,927	2,927	2,927	-	-	-	-	-	-	-	-	-	8,782
<i>Miniature Golf Course Maintenance</i>	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Miscellaneous Fitness Supplies</i>	-	393	-	-	-	-	-	-	-	-	-	-	393
<i>Capital Outlay - Machinery & Equipment</i>	-	1,505	-	-	-	-	-	-	-	-	-	-	1,505
Subtotal Amenities	\$ 167,030	\$ 68,468	\$ 59,426	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	294,923
Total Operations & Maintenance	\$ 214,105	\$ 109,367	\$ 100,034	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	423,506
Reserves													
<i>Capital Reserve Transfer</i>	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 240,892	\$ 118,718	\$ 111,168	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	470,778
Excess (Deficiency) of Revenues over Expenditures	\$ (239,763)	\$ 110,505	\$ 175,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	46,642
Other Financing Sources/Uses:													
<i>Transfer In/(Out)</i>	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ (239,763)	\$ 110,505	\$ 175,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	46,642

Sweetwater Creek
Community Development District
Long Term Debt Report

SERIES 2019A-1, SPECIAL ASSESSMENT REVENUE BONDS		
Interest Rate:	2.000%, 2.125%, 2.250%, 2.375%, 2.500%, 2.950%, 3.170%	
Maturity Date:	5/1/2038	
Reserve Fund Definition	MAXIMUM ANNUAL DEBT SERVICE	
Reserve Fund Requirement	\$133,070	
Reserve Fund Balance	133,070	
Bonds Outstanding - 7/30/19		\$7,825,000
Less: Principal Payment - 5/1/20		(\$330,000)
Less: Principal Payment - 5/1/20 (Special Call)		(\$15,000)
Less: Principal Payment - 11/1/20 (Special Call)		(\$40,000)
Less: Principal Payment - 5/1/21		(\$340,000)
Less: Principal Payment - 5/1/21 (Special Call)		(\$40,000)
Less: Principal Payment - 11/1/21 (Special Call)		(\$15,000)
Less: Principal Payment - 5/1/22		(\$340,000)
Less: Principal Payment - 11/1/22 (Special Call)		(\$15,000)
Less: Principal Payment - 5/1/23		(\$345,000)
Less: Principal Payment - 5/1/24		\$0
Current Bonds Outstanding		\$6,345,000

SERIES 2019A-2, SPECIAL ASSESSMENT REVENUE BONDS		
Interest Rate:	3.560%, 4.020%	
Maturity Date:	5/1/2038	
Reserve Fund Definition	50% MAXIMUM ANNUAL DEBT SERVICE	
Reserve Fund Requirement	\$110,550	
Reserve Fund Balance	108,331	
Bonds Outstanding - 7/30/19		\$2,980,000
Less: Principal Payment - 5/1/20		(\$110,000)
Less: Principal Payment - 5/1/20 (Special Call)		(\$10,000)
Less: Principal Payment - 11/1/20 (Special Call)		(\$15,000)
Less: Principal Payment - 5/1/21		(\$115,000)
Less: Principal Payment - 5/1/21 (Special Call)		(\$15,000)
Less: Principal Payment - 11/1/21 (Special Call)		(\$5,000)
Less: Principal Payment - 5/1/22		(\$115,000)
Less: Principal Payment - 5/1/22 (Special Call)		(\$25,000)
Less: Principal Payment - 11/1/22 (Special Call)		(\$5,000)
Less: Principal Payment - 5/1/23		(\$120,000)
Less: Principal Payment - 5/1/23 (Special Call)		(\$20,000)
Less: Principal Payment - 5/1/24		\$0
Current Bonds Outstanding		\$2,425,000

Sweetwater Creek
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - St John's County
Fiscal Year 2024

Gross Assessments	\$	1,834,379.37	\$	788,070.96	\$	2,622,450.33
Net Assessments	\$	1,724,316.61	\$	740,786.70	\$	2,465,103.31

ON ROLL ASSESSMENTS

69.95% 30.05% 100.00%

<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Discount/ Penalty</i>	<i>Commission</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>2019 Debt Service Asmt</i>	<i>Total</i>
11/03/23	1	\$ 31,255.80	\$ 1,600.28	\$ 593.11	\$ -	\$ 29,062.41	\$ 20,328.88	\$ 8,733.53	\$ 29,062.41
11/17/23	2	113,293.20	4,447.89	2,176.91	-	106,668.40	74,613.54	32,054.86	106,668.40
11/22/23	3	202,571.45	8,102.90	3,889.37	-	190,579.18	133,308.35	57,270.83	190,579.18
12/14/23	4	197,318.20	7,892.80	3,788.51	-	185,636.89	129,851.26	55,785.63	185,636.89
12/22/23	5	236,171.28	9,446.92	4,534.49	-	222,189.87	155,419.73	66,770.14	222,189.87
01/09/24	6	1,446,298.81	57,852.33	27,768.93		1,360,677.55	951,781.16	408,896.39	1,360,677.55
						-	-	-	-
						-	-	-	-
						-	-	-	-
						-	-	-	-
						-	-	-	-
						-	-	-	-
TOTAL		\$ 2,226,908.74	\$ 89,343.12	\$ 42,751.32	\$ -	\$ 2,094,814.30	\$ 1,465,302.92	\$ 629,511.38	\$ 2,094,814.30

84.92%	Percent Collected
\$ 395,541.59	Balance Remaining to Collect

Sweetwater Creek COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2020				
11/15/19	1	England Thims & Miller	Invoices: 191327, 191598, 191935 - Traffic Study & Certification Package	\$ 8,032.00
11/15/19	2	East Coast Wells & Pump Service	Invoice: 34301 - Replaced Irrigation Pump	\$ 4,293.70
1/3/20	3	Performance Painting Contractors, Inc.	Invoice: 9579 - Mobilization	\$ 8,090.00
1/3/20	4	AC Concrete Enterprise, Inc.	Invoice: AB - Sidewalk Addition	\$ 6,250.00
1/3/20	5	Reflections	Invoice: 191036 - Roof Clean	\$ 4,495.00
1/6/20	6	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefC120 - 40% Deposit to start services	\$ 46,000.00
1/6/20	7	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefD120 - 10% upon execution of the Agreement	\$ 11,500.00
2/6/20	8	East Coast Wells & Pump Service	Invoices: 34271 & 34167 - Fixed Pump Motor & Replaced Bad Motor	\$ 2,137.00
2/6/20	9	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrrfnl220 - 10% Balance Upon Final Sign Off	\$ 11,500.00
2/24/20	10	JLC Construction Inc.	Invoice: 1/20/2020 - Deposit for Perogola Replacement	\$ 6,790.80
2/26/20	11	Performance Painting Contractors, Inc.	Invoice: 9578 - Power Wash and Paint	\$ 35,240.00
2/24/20	12	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefF220 - 40% Commencement of Filling	\$ 46,000.00
2/26/20	13	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCgrtr220 - Gutter Grating Supports repaired	\$ 500.00
3/17/20	14	Walter Carucci AE	Invoice: 1 - Services for Palencia Fitness Center from 11/11/19 thru 3/2/19	\$ 5,034.68
3/17/20	15	Bob's Backflow & Plumbing Services, Inc.	Invoice: 65745 - Back Flow Testing	\$ 265.00
3/23/20	16	JLC Construction Inc.	Invoice: 3/20/2020 - Final payment for Perogola Replacement	\$ 6,790.80
4/8/20	17	England Thims & Miller	Invoice: 0193131 Traffic Study & Certification Package	\$ 3,000.02
4/16/20	18	England Thims & Miller	Invoice: 0193703 Traffic Study & Certification Package	\$ 1,062.00
5/20/20	19	Fitness International Associates Corp	Invoice: 2904 Flooring	\$ 4,000.44
6/9/20	20	Beacon Electrical Contractors Inc	Invoice: 200503 - Electrical work	\$ 16,357.00
6/15/20	21	Sundancer Sign Graphics	Invoice: 2564 - Street Sign	\$ 12,310.00
6/22/20	22	Yellowstone Landscape	Invoice: JAX120765 & JAX 120768 - Onda Field Full Irrigation & Sod	\$ 25,583.33
7/14/20	23	Hopping Green & Sams	Invoice: 113207, 113803, 114427, 115066 - Project Construction	\$ 1,053.50
7/31/20	24	Duval Asphalt	Invoice: 21750 - Stripping - Layout Stripe Crosswalks	\$ 1,458.00
8/7/20	25	Yellowstone Landscape	Invoice: AJAX120768 - Onda Field Irrigation & Sod	\$ 24,722.16
9/10/20	26	Radarsign	Invoice: 10761 - Solar Powered	\$ 7,888.00
9/10/20	27	Hopping Green & Sams	Invoice: 116998 - Legal Services	\$ 559.00
9/14/20	28	Sweetwater Creek CDD	Invoice: 2940 & 2904 Deposit paid via credit card for flooring	\$ 2,644.28
10/21/20	29	Hopping Green & Sams	Invoice: 114427 - Legal services	\$ 258.00
10/29/20	30	Hopping Green & Sams	Invoice #117953 - Project Construction Legal Services	\$ 1,075.00
11/16/20	31	Clark Advisory Services, LLC	Services Rendered June 2020-October 2020	\$ 5,034.00
2/17/21	32	Yellowstone Landscape	Invoice #173437 - Irrigation Repairs	\$ 58,703.67
2/17/21	33	Armstrong Fence Company	Invoice #20210221 - Deposit for Vinyl Coated chain-link Ensenda Park	\$ 2,570.79
5/13/21	34	Armstrong Fence Company	Invoice #20210547 Remaining balance for Vinyl Coated chain-link	\$ 2,570.78
5/13/21	35	Riverside Management Services	Invoice #13 Soccer Goals & Lacrosse Equipment	\$ 3,444.73
5/13/21	36	Hopping Green & Sams	Invoice: 121275 - Legal Services	\$ 210.00
3/8/22	37	England Thims & Miller	Invoice 0201371 - Engineer's Report	\$ 2,500.00
4/20/22	38	Invision Construction	Invoice #0001 Fitness Center Expansion Process	\$ 2,000.00
4/20/22	39	Basham & Lucas Desing Group Inc	Invoice #8851 Palencia Amenity & CDs	\$ 5,200.00
7/11/22	40	Basham & Lucas Desing Group Inc	Invoice #8929 Palencia Amenity & CDs	\$ 3,889.78
6/22/22	41	England Thims & Miller	Invoice #203006 Palencia Fitness Center Addition & Modification	\$ 3,750.00
6/22/22	42	KE Law Group PLLC	Invoice #2879 2019 Project Construction	\$ 217.00
7/11/22	43	Basham & Lucas Desing Group Inc	Invoice #8963 Palencia Amenity & CDs	\$ 13,600.00
8/8/22	44	KE Law Group PLLC	Invoice #2993 2019 Project Construction	\$ 344.50
8/8/22	45	England Thims & Miller	Invoice #203518 Palencia Fitness Center Addition & Modification	\$ 6,250.00
8/8/22	46	Basham & Lucas Desing Group Inc	Invoice #9014 Palencia Amenity & CDs	\$ 13,025.00
9/19/22	47	ECS Florida LLC	Palencia Fitness Center Addition Invoice #995173	\$ 3,500.00
9/19/22	48	England Thims & Miller	Invoice #204046 Palencia Fitness Center Addition & Modification	\$ 7,392.55
9/19/22	49	Basham & Lucas Desing Group Inc	Invoice #9028 Palencia Amenity & CDs	\$ 8,046.25
9/19/22	50	KE Law Group PLLC	Invoice #3599 2019 Project Construction	\$ 992.00
9/19/22	51	England Thims & Miller	Invoice #204510 Palencia Fitness Center Addition & Modification	\$ 7,375.00
9/19/22	52	KE Law Group PLLC	Invoice #3955 2019 Project Construction	\$ 726.00
11/8/22	53	Bartram Trail Surveying	Invoice # 5394 Palencia Fitness Center Topographic Survey	\$ 2,900.00
11/8/22	54	England Thims & Miller	Invoice #204943 Palencia Fitness Center Addition & Modification	\$ 15,013.75
11/8/22	55	KE Law Group PLLC	Invoice #3955 2019 Project Construction	\$ 248.00
11/8/22	56	Heartline Fitness Systems	Deposit Invoice #151945 50% deposit on Fitness Equipment	\$ 7,498.94
11/8/22	57	Heartline Fitness Systems	Deposit Invoice #151948 50% deposit on Flooring Material	\$ 3,535.61
12/5/22	58	England Thims & Miller	Invoice #205415 Palencia Fitness Center Addition & Modification	\$ 1,486.25
12/5/22	59	Sweetwater Creek CDD-Capital Reserve	Studio 1+ Professional Design Services Inv #21.069 Palencia Fitness Club	\$ 10,375.00
12/13/22	60	KE Law Group PLLC	Invoice #4873 2019 Project Construction	\$ 168.00
12/13/22	61	Invision Construction	Invoice #PAL_001 Initial deposit per agreement	\$ 42,531.00
12/13/22	62	England Thims & Miller	Invoice #204510 Palencia Fitness Center Addition & Modification	\$ 10,120.00
1/11/23	63	Sweetwater Creek CDD	Palencia Interior Renovation Change Order Id #PAL_002 Invision Construction Inc	\$ 13,315.00
1/11/23	64	England Thims & Miller	Invoice #205795 Palencia Fitness Center Addition & Modification	\$ 983.75
1/11/23	65	KE Law Group PLLC	Invoice #5089 2019 Project Construction	\$ 31.00
1/11/23	66	IT Systems of Jacksonville LLC	Invoice #1312 Deposit for New Audio System for Amenity Center	\$ 2,100.00
1/17/23	68	Bartram Trail Surveying Inc	Invoice #5651 Palencia Fitness Cneter Topographic Survey 1/4/23	\$ 3,080.00
2/14/23	67	Sweetwater Creek CDD	Invoice #1226 Mirrors for Fitness Room - Nassau Windows & Glass	\$ 5,300.00
2/14/23	69	England Thims & Miller	Invoice# 206344 Pickleball Courts Addition & Modifications	\$ 367.50
2/14/23	70	Sweetwater Creek CDD-Capital Reserve	Invoice# 01.10.2023 Anastasia Pool & Spa Inc Gas Heater Replacement for Pool and Invoice#	
2/14/23	71	Sweetwater Creek CDD	PAL_004 Invision Construction Inc for Fitness Interior Renovation	\$ 16,218.00
2/28/23	73	Invision Construction	Invoice #1231 Nassau Windows & Glass Inc. Rain Glass installation for gym	\$ 850.00
3/14/23	72	Bartram Trail Surveying Inc	Final Payment per agreement for Palencia Interior Renovation	\$ 42,531.00
4/4/23	74	England Thims & Miller	Invoice #5789 Palencia Fitness Cneter Topographic Survey 2/7/23	\$ 770.00
4/24/23	75	Design 2 Wellness	Invoice# 207105 Pickleball Courts Addition & Modifications	\$ 6,275.00
4/24/23	76	England Thims & Miller	Invoice #41744 - Strength Equipment for remodel	\$ 21,441.00
4/24/23	77	IT Systems of Jacksonville LLC	Invoice# 207521 Pickleball Courts Addition & Modifications	\$ 9,617.50
4/24/23	78	Heartline Fitness Systems	Invoice #1319 Wire work for coax for cameras	\$ 3,055.00
4/24/23	79	Sweetwater Creek CDD	Deposit Invoice #154186-F Final payment on Flooring Materials	\$ 3,827.85
4/24/23	80	Motley Electric	Deposit Invoice #151945-F Final payment for Fitness Equipment	\$ 7,498.93
4/24/23			Invoice #266805595 Install Add'l wiring/reconfigure circuits for Treadmill	\$ 1,020.00

Sweetwater Creek
COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
4/24/23	81	Feather & Bloom	Invoice #000714 Moss Wall & Painting for Zen Room	\$ 2,775.00
5/9/23	82	Kilinski/Van Wyk PLLC	Invoice# 6480 2019 Project Construction	\$ 1,485.50
5/9/23	83	Sweetwater Creek CDD	Invoice #1312 IT Systems Install amplifier and speakers.	\$ 2,100.00
			Invoice # PAL_003 Invision Construction Additional Electrical items, HV AC pipe dryer vent, door, hall storage, trimming, painting, flooring, and plumbing washer.	\$ 15,000.00
5/9/23	84	Sweetwater Creek CDD	Progress billing per agreement for Palencia Interior Renovation Change Order Id #PAL_004	\$ 5,190.00
5/9/23	85	Invision Construction	Invoice# 208098 Pickle ball Courts Addition & Modifications.	\$ 3,023.75
5/15/23	86	England Thims & Miller	Remaining Balance Invoice# 154021-F Final payment for Resistance Wall Gym & Cable Caddy Complete Kit and Training Ropes.	\$ 1,290.90
5/15/23	87	Heartline Fitness Systems	Remaining Balance Invoice# 151948-F Final payment for Flooring Materials.	\$ 2,624.08
5/15/23	88	Heartline Fitness Systems	Invoice# 6585 2019 Project Construction	\$ 1,179.00
6/5/23	89	Kilinski/Van Wyk PLLC	Change Order 4 Emergency Light Invoice #PAL_006	\$ 600.00
6/5/23	90	Invision Construction	Invoice #000725 Lighting install and custom hanging wood paneling for Zen Room	\$ 3,300.00
6/5/23	91	Feather & Bloom	Invoice# 208489 Pickle ball Courts Addition & Modifications.	\$ 5,855.00
6/13/23	92	England Thims & Miller	Invoice# 6846 2019 Project Construction	\$ 2,661.50
6/13/23	93	Kilinski/Van Wyk PLLC	Invoice# 23159 Topography Survey for Onda Park	\$ 5,240.00
7/7/23	94	England Thims & Miller	Palencia Pickleball Courts Pay App 2304-1	\$ 16,412.00
7/7/23	95	Hoffman Commercial Construction LLC	Invoice# 208897 Pickle ball Courts Addition & Modifications.	\$ 2,076.25
7/7/23	96	England Thims & Miller	Invoice# 7090 2019 Project Construction	\$ 2,719.50
7/24/23	97	Kilinski/Van Wyk PLLC	Palencia Pickleball Courts Pay App 2304-2	\$ 97,369.00
7/24/23	98	Hoffman Commercial Construction LLC	Invoice # 209405 Pickleball Courts Addition & Modifications.	\$ 563.75
8/14/23	99	England Thims & Miller	Invoice # 7262 2019 Project Construction	\$ 482.00
8/14/23	100	Kilinski/Van Wyk PLLC	Palencia Pickleball Courts Pay App 2304-3	\$ 111,695.00
8/16/23	101	Hoffman Commercial Construction LLC	Invoice # 209910 Pickleball Courts Addition & Modifications.	\$ 820.00
9/15/23	102	England Thims & Miller	Invoice # 7481 2019 Project Construction	\$ 673.08
9/15/23	103	Kilinski/Van Wyk PLLC	Palencia Pickleball Courts Pay App 2304-4	\$ 119,712.00
9/28/23	104	Hoffman Commercial Construction LLC	Invoice # 873994 Vineyard Dining Arm chairs and 48" Round Dining Tables	\$ 7,420.00
10/19/23	105	Poly-Wood LLC	Invoice # 7759 2019 Project Construction	\$ 375.00
10/17/23	106	Kilinski/Van Wyk PLLC	Palencia Pickleball Courts Electrical Lighting Install Invoice #W61855	\$ 24,485.00
10/30/23	107	American Electrical Contracting Inc	Palencia Pickleball Courts Pay App 2304-5	\$ 72,718.00
10/30/23	108	Hoffman Commercial Construction LLC	Invoice # 7975 2019 Project Construction	\$ 106.00
11/28/23	109	Kilinski/Van Wyk PLLC	Palencia Pickleball Courts Pay App 2304-6	\$ 22,208.00
11/28/23	110	Hoffman Commercial Construction LLC	Invoice # 210296 Pickleball Courts Addition & Modifications.	\$ 256.25
11/29/23	111	England Thims & Miller	Invoice # 210807 Pickleball Courts Addition & Modifications.	\$ 367.45
12/7/23	112	England Thims & Miller	Pickleball fees, sound system upgrade aerobics room, and Washer Dryer/Warranty for Amenity Center paid with card.	\$ 2,959.95
12/5/23	113	Sweetwater Creek CDD	Invoice # 211276 Pickleball Courts Addition & Modifications.	\$ 205.00
12/6/23	114	England Thims & Miller	Invoice # 25237 Revamp amenity center irrigation.	\$ 12,917.16
	115	Duval Landscape Maintenance	Dowling Douglas Invoice # 211276 Pickleball Courts Addition & Modifications – Nov 2023.	\$ 2,600.00
	116	Sweetwater Creek CDD-Capital Reserve		
TOTAL				\$ 1,239,854.96
Project (Construction) Fund at 08/30/19				\$ 1,540,777.96
Interest Earned and Transfer thru 12/31/23				\$ 123,510.84
Outstanding Requisitions				\$ 15,517.16
Requisitions Paid thru 12/31/23				\$ (1,239,854.96)
Remaining Project (Construction) Fund				\$ 439,951.00
FUTURE CAPITAL PROJECTS (CONSTRUCTION)				
Hoffman Construction		Pickleball Court Construction-Balance to Finish including Retainage		\$2,000.00
		Pickleball-Water Fountain/Cooler (Projection, not actual)		\$4,000.00
Atlantic		Camera System (Pickleball and Fitness Center) (Actual Cost)		\$11,768.75
		Park Enhancement Projects (\$350,000 Budget - April 6, 2023 Mtg.)		
		Board approved Basketball Court and Playground equipment		\$115,000.00
		Remaining Budget for Parks, for projects not yet defined or approved		\$235,000.00
District Engineer Costs related to Projects		District Engineer Costs (Projection, not actual)		\$10,000.00
District Counsel Costs related to Projects		District Counsel Costs (Projection, not actual)		\$5,000.00
TOTAL PROJECTED PROJECTS				\$382,768.75
PROJECTED REMAINING PROJECTS (CONSTRUCTION) FUNDS				\$57,182

C.

Sweetwater Creek
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2024
Check Register

<i>Date</i>	<i>check #'s</i>		<i>Amount</i>
General Fund			
12/05/23	3940-3943	\$	800.00
12/06/23	3944-3958		53,482.15
12/21/23	3959-3967		\$35,161.65
SUBTOTAL			\$89,443.80
<i>Date</i>	<i>check #'s</i>		<i>Amount</i>
Amenity Fund			
12/06/23	2339-2360	\$	49,799.67
12/21/23	2361-2374		46,621.83
12/28/23	2375		\$1,979.94
SUBTOTAL			\$98,401.44
TOTAL			\$187,845.24

CHECK DATE	VEND#	.....INVOICE..... DATE	EXPENSED TO... INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
12/05/23	00075	11/27/23	11272023 11/27/23	202311	310	51300	-11000			*	200.00		
			CDD MEETING					CHARLES USINA III				200.00	003940
12/05/23	00089	11/27/23	11272023 11/27/23	202311	310	51300	-11000			*	200.00		
			CDD MEETING					JOHN T SMITH				200.00	003941
12/05/23	00051	11/27/23	11272023 11/27/23	202311	310	51300	-11000			*	200.00		
			CDD MEETING					ROBERT LISOTTA				200.00	003942
12/05/23	00040	11/27/23	11272023 11/27/23	202311	310	51300	-11000			*	200.00		
			CDD MEETING					STEPHEN J HANDLER				200.00	003943
12/06/23	00090	10/11/23	5986043	202310	310	51300	-48000			*	93.84		
			NTC OF WORKSHOP #9383697					GANNETT FL LOCALIQ				93.84	003944
12/06/23	00086	10/23/23	24084	202310	320	53800	-47300			*	1,970.00		
			OCT RPLC MID LIFT DECODER					DUVAL LANDSCAPE MAINTENANCE				1,970.00	003945
12/06/23	00086	10/23/23	24085	202310	320	53800	-47300			*	950.00		
			FRONT LIFT CTRL VALVE RPL					DUVAL LANDSCAPE MAINTENANCE				950.00	003946
12/06/23	00086	10/26/23	24100	202310	320	53800	-47300			*	335.00		
			RINCON LOCATE AND REPAIR					DUVAL LANDSCAPE MAINTENANCE				335.00	003947
12/06/23	00086	10/26/23	24101	202310	320	53800	-47300			*	1,550.00		
			BARBELLA CIRCLE BACKFLOW					DUVAL LANDSCAPE MAINTENANCE				1,550.00	003948
12/06/23	00086	11/14/23	24460	202311	320	53800	-46200			*	5,043.69		
			8 PALLETS BAHAI					DUVAL LANDSCAPE MAINTENANCE				5,043.69	003949
12/06/23	00086	11/01/23	24246	202311	320	53800	-46200			*	24,273.00		
			NOV PALENCIA RENEWAL					DUVAL LANDSCAPE MAINTENANCE				24,273.00	003950
12/06/23	00086	9/12/23	23427	202309	320	53800	-46400			*	2,500.00		
			RPLC SHRUBS & SOD					DUVAL LANDSCAPE MAINTENANCE				2,500.00	003951

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	1/30/24	PAGE	3		
*** CHECK DATES		12/01/2023 - 12/31/2023		***		SWEETWATER CREEK - GENERAL											
						BANK A GENERAL FUND											

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/21/23	00011	11/29/23 211275	202311 310-51300-31100	NOV GENERAL SERVICES	*	430.00	
				ENGLAND-THIMS & MILLER INC			430.00 003960
12/21/23	00011	10/04/23 210316	202309 310-51300-31100	SEP GENERAL SERVICES	*	1,316.34	
				ENGLAND-THIMS & MILLER INC			1,316.34 003961
12/21/23	00029	12/01/23 152	202312 310-51300-34000	DEC MANAGEMENT FEES	*	3,541.67	
		12/01/23 152	202312 310-51300-35200	DEC WEBSITE ADMIN	*	83.33	
		12/01/23 152	202312 310-51300-35100	DEC INFO TECH	*	118.75	
		12/01/23 152	202312 310-51300-31300	DEC DISSEM AGENT SRVCS	*	441.67	
		12/01/23 152	202312 310-51300-49000	OFFICE SUPPLIES	*	10.03	
		12/01/23 152	202312 310-51300-42000	POSTAGE	*	120.31	
		12/01/23 152	202312 310-51300-42500	COPIES	*	110.40	
		12/01/23 152	202312 310-51300-41000	TELEPHONE	*	27.65	
				GOVERNMENTAL MANAGEMENT SERVICES			4,453.81 003962
12/21/23	00094	12/09/23 8249	202311 310-51300-31500	NOV GENERAL COUNSEL	*	2,997.50	
				KILINSKI VAN WYK, PLLC			2,997.50 003963
12/21/23	00094	12/09/23 8250	202311 310-51300-31500	NOV SMALL CLAIMS LAWSUIT	*	483.00	
				KILINSKI VAN WYK, PLLC			483.00 003964
12/21/23	00022	11/14/23 11142023	202311 310-51300-42000	2023 NON AD VALOREM NTCS	*	208.00	
				ST JOHNS COUNTY TAX COLLECTOR			208.00 003965
12/21/23	00095	10/30/23 17728	202310 320-53800-47302	PRESERVE-TREE FALLING	*	600.00	
				TAYLOR TREE SERVICES INC			600.00 003966
12/21/23	00095	12/18/23 17981	202312 320-53800-47302	1 L PINE TREE PICKLEBALL	*	400.00	
				TAYLOR TREE SERVICES INC			400.00 003967
TOTAL FOR BANK A						89,443.80	

SWCC SWEETWATER CRK BPEREGRINO

CHECK	VEND#	.....INVOICE.....	...EXPENSED TO...	VENDOR NAME				STATUS	AMOUNT	....CHECK....	
DATE		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS		AMOUNT	#
TOTAL FOR REGISTER										89,443.80	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
12/06/23	00129	10/08/23 10082023	202310 340-53800-34500 OCT23 FITNESS INSTRUCTOR	AMYSUE LONG	*	140.00	140.00 002339
12/06/23	00129	10/16/23 10162023	202310 340-53800-34500 OCT23 FITNESS INSTRUCTOR	AMYSUE LONG	*	225.00	225.00 002340
12/06/23	00130	11/01/23 11012023	202310 340-53800-34500 OCT23 FITNESS INSTRUCTOR	CRISPIN ZINSMEISTER	*	105.00	105.00 002341
12/06/23	00131	11/01/23 11012023	202310 340-53800-34500 OCT23 FITNESS INSTRUCTOR	DIANE STOEVEER	*	520.00	520.00 002342
12/06/23	00005	10/26/23 41-27172	202310 330-53800-52200 SPA & PAPER		*	34.78	
		10/26/23 41-27172	202310 330-53800-52100 CLEANING SUPPLIES	DOWNEY'S JANITORIAL SUPPLIES	*	35.99	70.77 002343
12/06/23	00119	11/01/23 24245	202311 330-53800-46200 NOV CLUBHOUSE & DOG PARK	DUVAL LANDSCAPING MAINTENANCE	*	1,906.00	1,906.00 002344
12/06/23	00128	11/01/23 11012023	202311 340-53800-34500 NOV23 FITNESS INSTRUCTOR	ELIANA N ROQUE	*	120.00	120.00 002345
12/06/23	00128	11/30/23 11302023	202311 340-53800-34500 NOV23 FITNESS INSTRUCTOR	ELIANA N ROQUE	*	240.00	240.00 002346
12/06/23	00080	11/01/23 734087	202311 330-53800-48400 DEC GATE GRD MONITORING	HIDDEN EYES LLC DBA ENVERA SYSTEMS	*	6,103.11	6,103.11 002347
12/06/23	00133	10/31/23 10312023	202310 340-53800-34500 OCT23 FITNESS INSTRUCTOR	HEATHER REBELLA	*	100.00	100.00 002348
12/06/23	00132	12/05/23 12052023	202310 340-53800-34500 OCT23 FITNESS INSTRUCTOR	LAURA CORREA	*	70.00	70.00 002349

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/06/23	00132	10/02/23 10022023	202310 340-53800-34500 OCT23 FITNESS INSTRUCTOR	LAURA CORREA	*	140.00	140.00 002350
12/06/23	00132	10/29/23 10292023	202310 340-53800-34500 OCT23 FITNESS INSTRUCTOR	LAURA CORREA	*	140.00	140.00 002351
12/06/23	00132	11/13/23 11132023	202311 340-53800-34500 NOV23 FITNESS INSTRUCTOR	LAURA CORREA	*	140.00	140.00 002352
12/06/23	00127	10/16/23 10162023	202310 340-53800-34500 OCT23 FITNESS INSTRUCTOR	LINA HERMEZ	*	225.00	225.00 002353
12/06/23	00127	11/07/23 11072023	202310 340-53800-34500 OCT23 FITNESS INSTRUCTOR	LINA HERMEZ	*	355.00	355.00 002354
12/06/23	00127	12/02/23 12022023	202311 340-53800-34500 NOV23 FITNESS INSTRUCTOR	LINA HERMEZ	*	865.00	865.00 002355
12/06/23	00134	10/25/23 256	202310 330-53800-47800 OCT PRESSURE WASHING	JAMES M TETER DBA MY CLEAN ROOF LLC	*	1,400.00	1,400.00 002356
12/06/23	00019	11/01/23 13129561	202311 330-53800-52002 NOV POOL CHEMICALS	POOLSURE	*	1,920.37	1,920.37 002357
12/06/23	00020	12/05/23 12052023	202310 330-53800-52100 CLEANING SUPPLIES		*	22.66	
		12/05/23 12052023	202310 330-53800-51000 BALLOONS FOR OPENING	PUBLIX SUPER MARKETS INC	*	29.80	52.46 002358
12/06/23	00104	11/01/23 251	202311 330-53800-10000 NOV FITNESS CNTR MANAGER		*	9,922.92	
		11/01/23 251	202311 330-53800-10000 NOV ASSISTANT MANAGER		*	6,603.92	
		11/01/23 251	202311 330-53800-10000 NOV FRONT DESK ATTENDANTS		*	4,814.50	
		11/01/23 251	202311 330-53800-46500 NOV JANITORIAL SERVICES		*	3,482.92	

SWCC SWEETWATER CRK BPEREGRINO

*** CHECK DATES 12/01/2023 - 12/31/2023 ***
SWEETWATER CREEK - POOL
BANK B AMENITY

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		11/01/23 251	202311 330-53800-52000		*	1,560.00	
			NOV POOL MAINT SRVCS				
		11/01/23 251	202311 320-53800-12100		*	7,420.00	
			NOV FIELD MANAGEMENT				
		11/13/23 254	202311 330-53800-52002		*	1,078.87	
			POOL CHEMICALS				
				RIVERSIDE MANAGEMENT SERVICES, INC			34,883.13 002359
12/06/23 00041		11/13/23 61809845	202311 340-53800-34400		*	78.83	
			NOV PEST CONTROL				
				TURNER PEST CONTROL LLC			78.83 002360
12/21/23 00005		11/15/23 41-27274	202311 330-53800-64000		*	1,505.15	
			OUTLEY 3 OUTDOOR CNTRS				
				DOWNEY'S JANITORIAL SUPPLIES			1,505.15 002361
12/21/23 00005		12/01/23 41-27354	202312 330-53800-52100		*	8.99	
			CLEANING SUPPLIES				
		12/01/23 41-27354	202312 330-53800-52200		*	194.08	
			SPA & PAPER				
				DOWNEY'S JANITORIAL SUPPLIES			203.07 002362
12/21/23 00080		12/01/23 735108	202312 330-53800-48400		*	6,103.11	
			JAN GATE GRD MONITORING				
				HIDDEN EYES LLC DBA ENVERA SYSTEMS			6,103.11 002363
12/21/23 00011		12/06/23 12062023	202312 330-53800-49000		*	235.86	
			REFUND ITEMS CARD DECLINE				
				ERIN GUNIA			235.86 002364
12/21/23 00132		12/01/23 12012023	202311 340-53800-34500		*	140.00	
			NOV23 FITNESS INSTRUCTOR				
				LAURA CORREA			140.00 002365
12/21/23 00055		12/07/23 12072023	202312 330-53800-48500		*	500.00	
			SIGNS PICKLEBALL COURTS				
				MATTHEW BROADUS ADVERTISING			500.00 002366
12/21/23 00135		10/16/23 10162023	202310 340-53800-34500		*	245.00	
			OCT23 FITNES INSTRUCTOR				
				MIRANDA BULGER			245.00 002367
12/21/23 00135		10/30/23 10302023	202310 340-53800-34500		*	52.50	
			OCT23 FITNESS INSTRUCTOR				
				MIRANDA BULGER			52.50 002368

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/21/23	00135	11/01/23 11012023	202310 340-53800-34500 OCT23 FITNESS INSTRUCTOR	MIRANDA BULGER	*	245.00	245.00 002369
12/21/23	00135	11/01/23 11012023	202311 340-53800-34500 NOV23 FITNESS INSTRUCTOR	MIRANDA BULGER	*	267.50	267.50 002370
12/21/23	00135	11/30/23 11302023	202311 340-53800-34500 NOV23 FITNESS INSTRUCTOR	MIRANDA BULGER	*	255.00	255.00 002371
12/21/23	00019	12/01/23 13129561	202312 330-53800-52002 DEC POOL CHEMICALS	POOLSURE	*	1,920.37	1,920.37 002372
12/21/23	00104	12/01/23 255	202312 330-53800-10000 DEC FITNESS CNTR MANAGER		*	9,922.92	
		12/01/23 255	202312 330-53800-10000 DEC ASSISTANT MANAGER		*	6,603.92	
		12/01/23 255	202312 330-53800-10000 DEC FRONT DESK ATTENDANTS		*	4,814.50	
		12/01/23 255	202312 330-53800-46500 DEC JANITORIAL SERVICES		*	3,482.92	
		12/01/23 255	202312 330-53800-52000 DEC POOL MAINT SRVCS		*	1,560.00	
		12/01/23 255	202312 320-53800-12100 DEC FIELD MANAGEMENT		*	7,420.00	
				RIVERSIDE MANAGEMENT SERVICES, INC			33,804.26 002373
12/21/23	00104	12/01/23 256	202311 330-53800-10000 NOV FRONT DESK ATTENDANTS		*	1,145.00	
				RIVERSIDE MANAGEMENT SERVICES, INC			1,145.00 002374
12/28/23	00112	11/14/23 0004307	202311 330-53800-47800 MAGLOCK PICKBALL COURT		*	1,979.94	
				INTEGRATED ACCESS SOLUTIONS			1,979.94 002375
TOTAL FOR BANK B						98,401.43	
TOTAL FOR REGISTER						98,401.43	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/21/23	00067	12/01/23 12192023	202312 600-20700-10300		*	5,190.00	
		REQ #70 AND REQ #85					
		12/01/23 12192023	202312 600-20700-10300		V	5,190.00-	
		REQ #70 AND REQ #85					
SWEETWATER CREEK CDD							.00 000024
TOTAL FOR BANK A						.00	
TOTAL FOR REGISTER						.00	

D.

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: 115

(B) Name and address of Payee: Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville FL 32256

(C) Amount Payable: \$12,917.16

(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 # 25237 Revamp amenity center irrigation.

(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



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

INVOICE

Date	Invoice No.
12/31/23	25237
Terms	Due Date
Net 40	02/09/24

BILL TO

Sweetwater Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

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

Amount Due	PO Number
\$12,917.16	

Please detach top portion and return with your payment.

DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	TOTAL
-------------	-----	-----	------------	-----------	-------

#29188 - Revamp amenity center
irrigation Nov 23

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

Irrigation Service/Repairs

\$12,917.16

Commercial zone Installation		3.00	\$1,800.00	\$5,400.00	
Deep Square Valve Boxes	12"	1.00	\$65.00	\$65.00	
Electrical Valve	2"	3.00	\$225.00	\$675.00	
Gate Valve	3"	1.00	\$250.00	\$250.00	
Irrigation Labor	Hr	64.00	\$100.00	\$6,400.00	
Pipe	3"	200.00	\$5.20	\$1,040.00	
Wire (Common White) per foot	each	250.00	\$1.25	\$312.50	
Wire (Field Red)	each	250.00	\$1.25	\$312.50	

Total	\$12,917.16
Payments/Credits	(\$0.00)
Balance Due	\$12,917.16

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: 116

(B) Name and address of Payee: Sweetwater Creek CDD
475 West Town Place Ste 114
St Augustine FL 32092

(C) Amount Payable: \$2600.00

(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): Dowling Douglas Invoice # 211276 Pickleball Courts Addition & Modifications – Nov 2023.

(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

Dowling Douglas Company

IDENTIFICATION SOLUTIONS AND DIGITAL IMAGING SYSTEMS
3406 MAIN STREET JACKSONVILLE, FLORIDA 32206
PHONE (904) 353-4361 FAX (904) 353-4363

Sales Invoice

INVOICE #:

088062

Page 1 of 1

INVOICE

REMIT PAYMENT TO:

P.O BOX 3356

JACKSONVILLE, FL 32206

Bill To: Sweetwater Creek CDD
475 W. Town Place STE.114
St. Augustine, FL, 32092-3649

Ship To: Sweetwater Creek CDD
475 W. Town Place STE.114
St. Augustine, FL, 32092-3649

INVOICE DATE	CUST. ORDER #	PAYMENT TERMS	SALESPERSON			SHIPPED VIA	
10/10/2023		Net 30	John Pecnik				
Invoice Line Items							
Item Number	Description	Serial Number	Qty Ordered	Qty Shipped	Unit of Measurement	Unit Price	Amount
BP-AMAD	1 DOOR POE INTELLIGENT CONTROLLER	1193009	1	1	Each	\$2,600.00	\$2,600.00
BAC021001	BADGE PASS WALL MOUNT KEYPAD READER		1	1	Each	\$0.00	\$0.00
BAC051005	BadgePass 2 Door UL Certified Enclosure (Includes Lock Power)		1	1	Each	\$0.00	\$0.00
Tax Summary							
EXMPT							\$0.00

RECEIVED
DEC 28 2023
BY: _____

Payment is due upon receipt unless otherwise noted.

Invoice Comments: <div>No door hardware included. Installation of access control hardware not included.</div>	SUBTOTAL:	\$2,600.00
	DISCOUNT:	\$0.00
	OTHER CHARGES:	\$0.00
	TAX:	\$0.00
	TOTAL:	\$2,600.00
Customer Signature _____		

SWEETWATER CREEK-CAPITAL RSRVE

1/05/2024

VENDOR NUMBER/NAME: 16 DOWLING DOUGLAS COMPANY INC

CHECK #: 000025

INV DATE INV# AMOUNT DISCOUNT NET

20231010 088062 2,600.00 2,600.00 BADGEPASS IDENTITY SYSTEM

TOTAL \$2,600.00

SWEETWATER CREEK-CAPITAL RSRVE

1/05/2024

VENDOR NUMBER/NAME: 16 DOWLING DOUGLAS COMPANY INC

CHECK #: 000025

INV DATE INV# AMOUNT DISCOUNT NET

20231010 088062 2,600.00 2,600.00 BADGEPASS IDENTITY SYSTEM

TOTAL \$2,600.00

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE IT SECURITY FEATURES

000025

SWEETWATER CREEK CDD

SUNTRUST
ORLANDO, FL

475 WEST TOWN PLACE

63-215/631

SUITE 114

SAINT CLOUD, FL 32092

DATE

AMOUNT

CAPITAL OUTLAY ACCOUNT

1/05/2024

\$2,600.00*

TWO THOUSAND SIX HUNDRED DOLLARS & 00 CENTS *****

PAY

TO THE
ORDER

OF:

DOWLING DOUGLAS COMPANY INC
3406 N. MAIN STREET
JACKSONVILLE FL 32206

AUTHORIZED SIGNATURE

000025

**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: 117

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

(C) Amount Payable: \$124.00

(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 # 8459 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 # 8459
Date: 01/13/2024
Due On: 02/12/2024

SWEETWATER CREEK CDD - 2019 PROJECT CONSTRUCTION

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	JK	12/30/2023	Review bond request document for Hoffman contract and confer with McGaffney re: affidavit/information for same	0.40	\$310.00	\$124.00
					Total	\$124.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8459	02/12/2024	\$124.00	\$0.00	\$124.00
Outstanding Balance				\$124.00
Total Amount Outstanding				\$124.00

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

Please pay within 30 days.

E.



GRIFFIN
SERVICE.COM

Air Conditioning • Heating • Plumbing
Water Heaters • Sewers & Drains

Billing Address

Sweetwater Creek CDD
1865 North Loop Parkway #Fitness Center
St. Augustine, FL 32095 USA

10895 Old Dixie Hwy, Ste 1
Ponte Vedra, FL 32081
(904)-GRIFFIN
LIC# CMC1250697,
CFC1430731, EC13010684

Estimate 81570411
Estimate Date 1/18/2024

Job Address

Marshall Creek
1875 North Loop Parkway
St. Augustine, FL 32095 USA

Description of work

RSC199iN Rinnai Natural Gas Interior Water Heater Install

15 years Warranty on Heat Exchanger from Rinnai

5 years Warranty on Electronic Parts from Rinnai

2 Years Warranty on Labor from Griffin Service

We are going to remove the old heater commercial and we're going install residential tankless 11 GPM for minute with recirculating pump customer request.

Task #	Description	Quantity
PT-IN.TL.IT.WH-RUR199	<ul style="list-style-type: none">RSC199 Interior Natural Gas / Propane Tankless Water Heater Install only<u>Includes removal and disposal of old unit</u>	1.00
PEQ-TL.WH.RN-RSC199iN	<p>Enjoy an endless supply of hot water with the SENSEI™ RSC199iN Super High Efficiency Plus condensing tankless water heater from Rinnai. Only the size of a small suitcase, the natural gas RSC199iN model is compact, easy-to-install and perfect for indoor locations.</p> <ul style="list-style-type: none">Energy Factor: 0.96 Uniform Energy Factor: 0.93Warranty 15 yrs on Heat Exchanger/ 5 years on Parts/ 1 Year on Labor15,000 BTU (minimum) 199,000 BTU (maximum)Indoor	1.00

Sub-Total	\$6,333.54
Tax	\$0.00
Total Due	\$6,333.54
Deposit/Downpayment	\$0.00

Thank you for choosing {official name}

All General Terms and Conditions located at GriffinService.com/terms are hereby incorporated by this reference.

AUTHORIZATION: I, the undersigned, is the owner and/or authorized agent/representative of the premises at which the above work is being done. I authorize you to proceed with indicated scope of work and agree & acknowledge I have the absolute & specific authority to do so.

SCOPE OF WORK: Only the equipment, parts, materials, work, tasks, warranties, etc., specifically described in writing and signed by both parties is included. No informed or implied work is included. Owner retains right to make changes to or alterations to the scope of work, but if in the sole opinion of the company, such changes affect scope of work or costs, company shall have right to make appropriate changes in scope to compensate, charge additional sums, or both.

REPAIR COSTS: Company provides service and repairs on a flat rate, not time & material basis. Assessment fees are not included in the flat rate quoted prices. Work will be budgeted upfront for approval before proceeding with any work to restore operations. Possible other or additional repairs may arise in the future that are not related and/or separate from any prescribed work. Unless specified differently in writing, repairs include a 12-month warranty on parts, and 60-day warranty on labor. Any water leak, blockage, freezing, or other malfunction of condensate or drain lines carry no warranty. Company will not provide an itemized breakdown of costs for flat rate work.

MATERIALS: Company shall have the right at its sole discretion to substitute comparable materials and such substitution shall not affect the price. Extra materials left over upon completion shall be deemed company property, and company may reenter owner jobsite to remove said materials.

F.

**AGREEMENT BETWEEN THE SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT AND MATTHEWS DESIGN GROUP, LLC FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into as of this 1 day of February 2024, by and between:

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

MATTHEWS DESIGN GROUP, LLC, a Florida limited liability company, with a mailing address of 7 Waldo Street, St. Augustine, Florida 32084 (“**Engineer**”, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended (“**Act**”); and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (“**Board**”) determined Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services, including but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, upon authorization, Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, including the following, subject to work authorizations with hourly or not to exceed amounts pre-authorized by the Board of Supervisors in writing:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring and contract administration associated with District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and shall provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
 - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by the Engineer and authorized by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing

requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The Engineer shall request such work authorizations in its professional capacity as the Engineer when it is deemed desirable or necessary and the District is relying on the Engineer to make such recommendations when the Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized, in substantially the form attached hereto as **Exhibit B** (“**Work Authorization**”). Authorization of services or projects under the contract shall be at the sole option of the District but with advice and recommendations by the Engineer.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. **Lump Sum Amount** - The District and the Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- b. **Hourly Personnel Rates** - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and the Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis with no markup.

8. BOOKS AND RECORDS. The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

9. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify the Engineer from any and all claims and liabilities which may result from such re-use, in the event the Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer. All documents including drawings, plans and specifications furnished by the Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. COST ESTIMATES. Since the Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable cost provided as a service hereunder are to be made on the basis of experience and qualifications and represent the best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense.

13. INSURANCE. The Engineer 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	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000

Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for	
Errors and Omissions	\$3,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Engineer shall, without interruption, and at the District’s option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer 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.

14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four years after completion of all work under the Agreement.

16. INDEMNIFICATION. The Engineer agrees to indemnify, defend, and hold the District and the District’s officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney’s fees, which may come against the District and the District’s officers and employees, to the extent caused wholly or

in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by the Engineer or persons employed or utilized by the Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Three Million Dollars and the Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. The Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

19. PUBLIC RECORDS. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. The Engineer 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 Engineer 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 this Agreement term and following this Agreement term if the Engineer 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 the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850,

**HMCGAFFNEY@GMSNF.COM, OR 475 WEST TOWN
PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

20. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

21. E-VERIFY. The Engineer 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, the Engineer 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 the Engineer has knowingly violated Section 448.091, *Florida Statutes*. If the Engineer anticipates entering into agreements with a subcontractor for the Work, the Engineer 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. The Engineer 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 the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer 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, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

22. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

23. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of the Engineer shall be deemed to have made all of the representations and warranties of the Engineer set forth herein and shall be subject to any and all obligations of the Engineer hereunder. Prior to any subcontractor providing any services, the Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. The Engineer shall be responsible for all acts or omissions of any subcontractors.

24. INDEPENDENT CONTRACTOR. The District and the Engineer agree and

acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

25. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to the terms of this Agreement.

26. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

27. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in St. Johns County, Florida.

28. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to the Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

29. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

30. 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 of the Parties hereto and formally approved by the Board.

31. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

32. NOTICES. All notices, requests, consents and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or sent via electronic mail with read receipt 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
hmcgaffney@gmsnf.com

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

B. If to the Engineer: Matthews Design Group, LLC
7 Waldo Street
St. Augustine, Florida 32084
Attn: Alex Acree, P.E.

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 the Engineer may deliver Notice on behalf of the District and the Engineer. 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.


33. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

34. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[signatures on following page]


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:

77008D09A185429

Chairperson, Board of Supervisors

MATTHEWS DESIGN GROUP, LLC

DocuSigned by:

5B8003024BDE4F3

By: Rob Matthews

Its: President

Exhibit A: Hourly Fee Schedule
Exhibit B: Form of Work Authorization

EXHIBIT A
Hourly Fee Schedule

Personnel Classification	Rate Range
PRINCIPAL/SENIOR LEADS	
Principal	\$365.00
VP	\$275.00 - \$300.00
Division Lead	\$260.00 - \$285.00
Program Manager	\$240.00 - \$265.00
SENIOR PROFESSIONAL	
Senior Professional Engineer	\$200.00 - \$270.00
Senior Planner	\$210.00 - \$230.00
Senior Landscape Architect	\$220.00 - \$260.00
Senior Construction Inspector	\$195.00 - \$210.00
PROFESSIONAL	
Professional Engineer	\$230.00 - \$240.00
Project Engineer	\$160.00 - \$190.00
Planner	\$160.00 - \$190.00
Landscape Architect	\$170.00 - \$190.00
Construction Inspector	\$170.00 - \$180.00
DESIGNER	
Senior CAD Designer and Senior Engineering Tech	\$180.00 - \$200.00
Senior Landscape Designer	\$180.00 - \$200.00
CAD Designer and Engineering Tech	\$130.00 - \$170.00

SUPPORT STAFF	
Controller	\$150.00 - \$200.00
Graphic Designer	\$100.00 - \$140.00
Senior Graphic Designer	\$140.00 - \$180.00
Project Administrator and Project Coordinator	\$95.00 - \$120.00
ARCHITECTURE	
Project Manager, Architect	\$200.00 - \$255.00
Project Architect	\$170.00 - \$190.00
Project Coordinator, Architect	\$140.00 - \$170.00
Intern Architect	\$115.00 - \$140.00
CA, Architect	\$220.00 - \$240.00
Specifications Writer	\$220.00 - \$240.00
SURVEYING	
Project Director, Survey	\$215.00 - \$245.00
Senior Surveyor	\$170.00 - \$200.00
Senior GIS Enterprise Administrator	\$170.00 - \$200.00
Project Surveyor	\$155.00 - \$185.00
Project GIS Developer, Survey	\$155.00 - \$185.00
Staff Surveyor	\$135.00 - \$165.00
Staff GIS Analyst	\$135.00 - \$165.00
Four Man Field Crew	\$215.00 - \$245.00
Three Man Field Crew	\$195.00 - \$215.00
Two Man Field Crew	\$170.00 - \$200.00
One Man Field Crew	\$150.00 - \$180.00
One Man Crew (GPS/RTK)	\$200.00 - \$230.00
Two Man Crew (GPS/RTK)	\$215.00 - \$245.00
CADD Technician, Survey	\$115.00 - \$145.00
GIS Technician	\$115.00 - \$145.00
Field Technician, Survey	\$95.00 - \$125.00

EXHIBIT B
Form of Work Authorization

Sweetwater Creek Community Development District
St. Johns County, Florida

Subject: **Work Authorization Number ____**
 Sweetwater Creek Community Development District

Dear Chairperson, Board of Supervisors:

Matthews Design Group, LLC (the “**Engineer**”) is pleased to submit this work authorization to provide engineering services for the Sweetwater Creek Community Development District (the “**District**”). We will provide these services pursuant to our current agreement dated February __, 2024 (“**Engineering Agreement**”) as follows:

I. Scope of Work

The District will engage the Engineer to: [description of scope of work; or attach scope exhibit]

II. Fees

The District will [compensate the Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$ _____. The District will reimburse the Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.] OR [will compensate the Engineer in a flat fee amount of \$ _____, inclusive of all effort, expenses, and costs to complete the work described herein].

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

Sweetwater Creek Community Development District

Matthews Design Group, LLC

By: _____
Authorized Representative

By: _____
Authorized Representative

Date: _____

Date: _____

FOURTH ORDER OF BUSINESS

A.

1.



**DUVAL
LANDSCAPE
MAINTENANCE, LLC**

With

**Sweetwater Creek
Community Development
District**

**Monthly Reporting
February 2024**



DUVAL LANDSCAPE MAINTENANCE, LLC

Monthly Reporting February 2024

In Progress:

1. Redesign of entrance beds - status.

Completed:

1. Trimming of all grasses throughout the community.

Upcoming:

1. Limbing up the common area trees.

Proposals:

1. Crape Myrtle Trimming, see opportunity number 30188.

Attachments:

1. Irrigation Summary Report and Irrigation Wet Check Reports for January 2024.
2. Irrigation Opportunity Number 30448 - valve at pickle ball court.
3. Irrigation Opportunity Number 30452 - valves for middle controller and roundabout controller.
4. Irrigation Opportunity Number 30344 - install sand separator.

Thank you,

YOUR DUVAL TEAM

Mary Marchiano
Account Manager

Michael Wooldridge
Branch Manager

Joshua Boucher
Irrigation Manager

Torre Dunham
Fertilization Manager

SCCDD Number of Crape Myrtles per Street

Street Name	Number of Crape Myrtles	
Rio Del Norte	6	
Pantano Vista Way	2	
Las Calinas	47	
Otero	0	
Enrede	4	
Lazo	0	
Ovalo	8	
Oleta	26	6 Big/20 Small
Glorieta	6	
Brasilla	9	
codo	3	
Dosel	6	
Barbella	16	
Calle De Paz	6	
Onda	0	
La Parma Park	13	
Privado Park	20	Small
Ensenada Park	5	
Ensenada	6	
Rincon	0	
Medio	0	
Torcido	0	
San Nueve	0	
Antonlin	0	
San Cristobal	0	
San Telmo	0	
Ceja	0	



**Irrigation Summary Report
January 2023**

All controllers were checked for the month except for the Onda Soccerfield and the Front Entrance.

Proposals included to locate and repair three valves.

Pump is down at the front entry.

Any questions, please feel free to call.

Thank you,

Joshua Boucher



Duval Landscape MAINTENANCE

Pump Down
No Wet Check this Month
Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		Sweetwater entry											
Location	Front sign		Location	Front sign		Location	Las colinas												
Type	ICC2		Size	5hp		Technician													
Rain Guage	Y	N	Source	Meter	Well	Date													
Power on	Y	N				Program	A	B	C										
General Information			Backflow			Start Times	10:00 PM	10:00 PM	12:00 PM										
Valve Type			PRV	Y	N	Run Times	5H20M	5Hrs	40Mins										
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S						
Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	s	x	x											x					SW/ Curb at clock
2	r	x	x											x					SW/ Woodline at clock
3	s	x	x	x										x					Oltero SW/ Curb
4	r	x	x	x										x					Oltero shrubs SW/ Curb exit side
5	s	x	x											x					Island past guard gate
6	s	x	x	x										x					Entry island
7	s	x	x											x					Exit side beds outside gate
8	s	x	x											x					Curb S/W Exit side
9	r	x	x											x					Lipizzon both sides
10	s	x	x											x					Left of lipizzon Curb S/W
11	s	x	x											x					Curb S/W Middle exit side
12		x	x											x					
13	s	x	x											x					S/W End exit side
14	r	x	x											x					Back S/W Both sides at bend
15	s	x	x											x					Curb at bend
16	s	x	x											x					S/W curb middle entry side
17	r	x	x											x					Esmeralda Back S/W Entry
18	s	x	x											x					Esmeralda S/W curb Entry
19	r	x	x											x					Esmeralda Both sides entry
20	s	x	x											x					Lift station
21	s	x	x											x					Esmeralda to lift entry side
22	s	x	x											x					Before gate entry side
23	s	x	x											x					Entry curb

[illegible]



Duval Landscape

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	1/11/2024		
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	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	s	x	x					1						x					Left side towards round about
2	r	x	x									1		x					Right corner of Oleta
3	s	x	x					1						2	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											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											2	x				Along sidewalk lift to oleta
13	s	x	x											x					Back sidewalk lift to oleta
14	r	x	x									1		x					Ovalo court
15	r	x	x											x					Around controller
16	s	x	x											x					Along sidewalk by controller
17	s	x	x											x					Along curb by controller
18	s	x	x											x					Along curb across from controller
19	s	x	x											x					Left of Glorietta
20	s	x	x											x					Left of dosel
21	r	x	x											x					Back of sidewalk across controller
22	s	x	x											x					Right of codo
23	s	x	x								1			1	x				Left of lift station
24	r	x	x											x					Around lake

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



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		mark						
Rain Guage		Y N	Source		Meter Well	Date		1/11/2024						
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	Low pressure	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			1								x					NA
12	r	x	x									1		x					Along berm on Ensenada
13	s	x	x										1	x					Right side at bend
14	s	x	x											x					Right side between curb and walk
15	s	x	x											x					Back sidewalk right of enrede
16	s	x	x											x					Between curb and walk b4 enrede
17	r	x	x											x					Between enrede and medio
18	s	x	x											x					Left of enrede
19	s	x	x							1				1	x				Right of medio on corner
20	s	x	x											1	x				Left of park entry
21	s	x	x											x					Left side along Endenada
22	s	x	x											x					Back sidewalk on Ensdenada
23	s	x	x											x					Left side along Endenada

24	s	x	x											x				Left side along Endenada
25	s	x	x											x				Back sidewalk on Ensdanada
26	s	x	x							2			2	x				Left side along Endenada
27	s	x	x							1			1	x				Back sidewalk on Ensdanada
28	s	x	x											x				Left side along Endenada
29	s	x	x											x				back sidewalk before round about
30	s	x	x											x				Before round about
31	s	x	x											x				Right of round about



Duval Landscape
MAINTENANCE



Duval Landscape MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater					
Location	Lft Round		Location	Left of roundabout		Location	Left of roundabout						
Type	RB		Size			Technician	Preston						
Rain Guage	Y	N	Source	Meter	Well	Date	1/15/2023						
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	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	s	x	x											2	x				Right of endrede
2	r	x	x	x										x					Right of endrede back sidewalk
3	s	x	x											x					Middle btw endred + Roundabout
4	r	x	x											x					Back of sidewalk left roundabout
5	s	x	x							1				1	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 corner		Location	Right corner		Location	Rincon dr and ensenada		
Type	RB		Size			Technician	Preston		
Rain Gauge	Y	N	Source	Meter	Well	Date	1/11/2024		
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	Low pressure	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				Across from Park right
2	s	x	x												x				Right of rincon
3	s	x	x												x				Around controller
4	s	x	x												x				BTW curb and sidewalk left side
5	s	x	x												x				Right side ensanada 1/2 way
6	s	x	x												x				Right side ensanada 3/4 way
7	s	x	x												x				Right side ensanada end
8	s	x	x	x					1					1	x				Ensanada/ Rincon right side flowers
9	s	x	x	x											x				Ensanada/Rincon Left side flowers
10	s	x	x												x				Rincon 300-248
11	s	x	x												x				Rincon 238-202
12	s	x	x												x				Rincon 190*150
13	s	x	x												x				Rincon 130-88
14	s	x	x												x				Rincon 78-clock
15	r	x	x												x				Rincon Pond clock-98
16	r	x	x									1			x				Rincon pond 108-290
17	r	x	x												x				Rincon pond to ensanada
18	r	x	x												x				Ensanada Pond at clock
19	s	x	x												x				Ensanada left side at park
20	s	x	x												x				Ensanada left side 1/4 way
21	s	x	x												x				Ensanada left side 1/2 way
22	s	x	x												x				Ensanada left side 3/4 way
23	s	x	x												x				Ensanada left side end
24	r	x	x												x				Park lift station

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



Duval Landscape
MAINTENANCE



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater						
Location	Right lake		Location	Right lake		Location	Torcido controller						
Type	RB		Size			Technician	Preston						
Rain Gauge	Y	N	Source	Meter	Well	Date	1/15/2024						
Power on	Y	N				Program	A	B	C				
General Information			Backflow			Start Times	10:00 PM	10:00 PM	8:00 PM				
Valve Type			PRV	Y	N	Run times	3H10M	3H20M	30M				
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S

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



Duval Landscape



Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater						
Location	Behind sign		Location	Behind sign		Location	Mini putt						
Type	RB		Size			Technician	Preston						
Rain Gauge	Y	N	Source	Meter	Well	Date	1/11/2024						
Power on	Y	N				Program	A	B	C				
General Information			Backflow			Start Times	10:00 PM						
Valve Type			PRV	Y	N	Run Times	2Hrs						
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S

[illegible]

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		1/11/2024										
Power on	Y	N				Program		A	B										
General Information			Backflow			Start Times		10:00 P	12:00 P										
Valve Type			PRV			Y	N	Run Time											
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	Low pressure	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							2					x				Island back of Del norte
3	s	x	x	x											x				Both sides at stop sign
4	r	x	x	x											x				Right side back of sidewalk
5	r	x	x			1									x				Island at mailboxes



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	1/12/2024						
Power on	Y	N				Program	A	B	C				
General Information			Backflow			Start Times	10:00 PM						
Valve Type			PRV	Y	N	Run times	2H40M						
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones		
1	s	x	x											x					Left corner of brasilia		
2	s	x	x	x										x					Btw curb and sidewalk lft brasilia		
3	r	x	x											x					Back curb left of brasilia		
4	s	x	x											x					Right corner of brasilia		
5	r	x	x											x					Back of sidewalk right side		
6	s	x	x											x					Btw curb and sidewalk Right		
7	r	x	x											x					Back of sidewalk right side		



Duval Landscape

MAINTENANCE



Duval Landscape MAINTENANCE

No Wet Check this Month

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater					
Location	By sidewalk		Location			Location	Onda Lane						
Type	RB		Size			Technician	Preston						
Rain Guage	Y	N	Source	Meter	Well	Date	1/15/2024						
Power on	Y	N				Program	A	B	C				
General Information			Backflow			Start Times							
Valve Type			PRV	Y	N	Set to run	Odd	Even	Interval				
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	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	r	x	x			1								x					Open Field
2	r	x	x	x		1								x					Open Field
3	r	x	x			1								x					Open Field
4	r	x	x			1								x					Open Field
5	r	x	x			1								x					Open Field
6	r	x	x			1								x					Open Field
7	r	x	x			1								x					Open Field
8	r	x	x			1								x					Open Field
9	s	x	x			1								x					Between curb and sidewalk
10	r	x	x			1								x					Open Field
11	r	x	x			1								x					Open Field



Duval Landscape
MAINTENANCE



January 23, 2024
Sweetwater Creek CDD

Contract No. - 30448

add valve with node at pickle ball court

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Electrical Valve	1.00	\$225.00	\$225.00
Hunter Node 1 Station Battery Operated Controller	1.00	\$240.00	\$240.00
Slip fix	1.00	\$75.00	\$75.00
Misc Irrigation Supplies	1.00	\$50.00	\$50.00
Irrigation Labor	5.00	\$100.00	\$500.00

\$1,090.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Service/Repairs	\$0.00	\$1,090.00
Irrigation Service/Repairs	\$0.00	\$0.00
	\$0.00	\$1,090.00

Sale	\$1,090.00
Sales Tax	\$0.00
Total	\$1,090.00

By _____
Preston Moody

Date 1/23/2024
Duval Landscape Maintenance

By _____

Date _____
Sweetwater Creek CDD



January 23, 2024
Sweetwater Creek CDD

Contract No. - 30452

replace 2 valves on middle controller and 1 valve on round a bout controller

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Electrical Valve	3.00	\$225.00	\$675.00
Hunter EZ Decoder	1.00	\$280.00	\$280.00
Slip fix	3.00	\$75.00	\$225.00
Misc Irrigation Supplies	0.00	\$70.00	\$0.00
Irrigation Labor	4.00	\$100.00	\$400.00
			\$1,580.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Service/Repairs	\$0.00	\$1,580.00
		\$0.00
		\$1,580.00

Sale	\$1,580.00
Sales Tax	\$0.00
Total	\$1,580.00

By _____
Preston Moody

Date 1/23/2024
Duval Landscape Maintenance

By _____

Date _____
Sweetwater Creek CDD



January 17, 2024
Sweetwater Creek CDD

Contract No. - 30344

INSTALL A 2" LAKOS SEPARATOR ON A WOODEN POST AND REPIPE DISCHARGE LINE .
REPLACE

PRESSURE GAUGES AND TEST SYSTEM .

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Lakos Sand Separator	1.00	\$5,700.00	\$5,700.00
.25" Oil filled Pressure gauge	2.00	\$75.00	\$150.00
Misc Irrigation Supplies	1.00	\$150.00	\$150.00
Irrigation Labor	4.00	\$100.00	\$400.00
			\$6,400.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Service/Repairs	\$0.00	\$6,400.00
		\$0.00
		\$6,400.00

Sale	\$6,400.00
Sales Tax	\$0.00
Total	\$6,400.00

By _____
Joshua Boucher

Date 1/17/2024
Duval Landscape Maintenance

By _____

Date _____
Sweetwater Creek CDD

2.



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

PROPOSAL

Date	Proposal No.
01/10/24	30188

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

Trim (hat-racking) all Crape Myrtle in Common Areas at Sweetwater Creed CDD. Total count is 183. See attached breakdown per street.

Remove all debris from site.

Thank you for the opportunity.

DESCRIPTION

QTY

EXT PRICE

Crape Myrtle Trimming

Enhancement/Extra Services

Enhancement Labor

\$3,857.63

Debris Removal

\$1,464.48

Total: \$5,322.11

By _____

Mary Marchiano

Date 1/10/2024

Duval Landscape Maintenance

By _____

Date

Sweetwater Creek CDD

E.

RMS operations report (1/29/24)

In an effort to maintain compliance with the Florida Sunshine Law, please do not reply globally to this notification. Any questions should be directed to the sending party only or to the District Office at (904) 940-5850

- Hung white board in fitness center
- Fixed clogged water fountain drain in fitness center
- Fixed clogged drain in men's restroom
- Hung pickleball court sign
- Changed location of pickle ball court entrance panel
- Fixed hardware in women's locker room
- Put up plastic fence at Fitness Center for new grass seed
- Sprayed anti rust chemical on curbs by guardhouse.
- Interviewed/hired new janitorial candidate
- Repaired fence at Ensenada Park
- Picked up loose debris/trash in neighborhood
- Met with 3 fence companies
- Met with plumber for Ensenada park
- Installed bike rack on las calinas blvd
- Had sidewalks, guardhouse, and monuments powerwashed
- Had 2 dead pine trees removed from residents yards
- Staked out soccer field at Onda park
- Received 3 quotes for crape myrtle trimming
- Helped electrician with lights at Fitness Center
- Fixed wood molding beneath window at Fitness Center
- Painted Ensenada bike rack
- Painted shelter house columns at Ensenada park
- Reapplied stone at pickle ball courts to level area out

Please review above operations report. Please contact me with any questions you may have. dwright@rmsnf.com

F.

Fitness:

Cardio

Small Warranty Repairs on a Treadmill (noises), audio jack replacement and new settings for stair stepper

Echelon Bike-Seat was replaced twice, tech found a different part was broken-additional repair needed

Rower Repaired

Strength:

Order of replacement pads for bench

Cable Equipment accessories ordered

Ab roller replaced

Group Fitness:

White board and Markers ordered, white board installed in room for instructors

New instructor hired

Order of additional resistance bands for Group Fitness Classes

Cleaning:

New Janitor started-augmented hours to better clean the facility before residents arrive

Plan for each strength equipment to be detailed

Personally wiped the equipment and flooring several times

Supplies ordered for additional cleaning

Two more trash cans ordered and placed in the gym

Shower Curtains ordered and put up

Showers bleached

Area around dumpster cleaned

Building:

Roof Repair paperwork completed and repair scheduled

Water Heater paperwork completed and repair scheduled

Security Camera paperwork completed and installation scheduled

Table Cloths ordered

Traffic cones ordered for marking both indoor and outdoor projects

Lightbulbs ordered

Pickleball:

Seeding done and fencing installed to keep residents off of the lawn

CourtReserve memberships increased to 422

Social Scheduled-Vendor will be present for sales

Rental of Pickleball Paddles began

Free Beginners clinic scheduled

Town Hall for Pickleball Court/Program feedback scheduled

Sit down meetings with Pickleball instructors and participants

Court Lights adjusted

911 Address sign ordered and installed on fencing

Assessment of possible gap between court and fence. Plan to fill with rocks matching the other side

Health and Wellness:

New Meditation One on One training offered in Zen Room-sessions booking

Meditation Class continues on Wednesdays in Zen Room

Mammogram Bus scheduled

Pool:

New clock ordered and installed for the outside

Tarps continue to be in place and are maintaining temperature

Estimate for potential pump repair received-pump is working but part is likely to go

Landscaping:

Removed the dead roses around the fountain and purchased new pine straw for the surrounding area

Ordered new flowers to replace the ones destroyed by the armadillos

Staff:

CPR/AED Certification done in Zen Room

Additional Training on cleaning

Onda Park:

Meetings with Supervisor Usina

Bids received for play structures, swing set, mulch, pavilion, benches, picnic tables, fitness equipment, dog park structures for play

Admin:

Payroll, Invoices, Contracts, Email blasts

Attended meeting regarding Palenciaonline webpage

Meetings with Supervisors and residents

Emails to staff regarding cleaning and other duties

Emails and calls with residents

Meetings with Group Fitness Instructors

FIFTH ORDER OF BUSINESS

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:						

A.



Hardwick Fence
P.O. Box 3043
St Augustine, FL 32085
904-599-8644
sales@hardwickfence.com
www.HardwickFence.com

ADDRESS

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

SHIP TO

Sweetwater Creek CDD
1187 Las Calinas Blvd
St. Augustine, FL 32095

Contract 9268**DATE 01/23/2024****EXPIRATION DATE 02/02/2024**

DATE	DESCRIPTION	AMOUNT
	Re: Playground	13,150.00
	Install Approx. 284' of 4' Black 2-Rail Commercial Aluminum Fence 2 1/2" Post & Flat Caps - Cemented 1 - 4' Walk Gate w/ Hardware (one set of hinges & one gravity latch) 1 - 8' Double Drive Gate w/ Hardware (two sets of hinges, one gravity latch & two drop rods)	
	Repair per Sketch: Replace 1 - 4' Black 2-Rail Commercial Aluminum Panel Repair the Pickets on the Existing Walk Gate	
	*Hardwick Fence is not responsible for any damage that may occur to the existing fence	
	*If any new materials are needed, they will be supplied at an additional cost and a change order will be required.	
	*Quote is based on our current insurance coverage.	
	*No permitting included, if required.	
	Payment Terms: 70% down for materials and the balance of the contract is due on completion	

*Client must assume all responsibility for the placement of the fence.

*Hardwick Fence reserves the right to exercise the provisions provided under the Florida Mechanics Lien Law.

*Any alteration from the above specifications will be executed upon a written change order.

*All agreements are contingent upon deliveries, weather or delays beyond our control.

*Hardwick Fence, LLC is not responsible for any damage to any underground obstructions such as utilities, pipes, irrigation,

cables, etc.

*Manufacturer's warranty (if applicable) will be provided upon the client's request.

*If the contract is put on hold for any amount of time by the client, prices are subject to change.

*Should you cancel this contract, you are subject to a restocking fee plus 10% of your deposit.

*By signing this contract, you agree that you have read and understand your liability.

TOTAL

\$13,150.00

Accepted By

Accepted Date



7380 Philips Hwy, Suite 103B.....Office (904) 268-1638
 Jacksonville, FL 32256.....Fax (904) 230-2780

3 Year Labor Warranty ~ Lifetime Manufacture's Warranty on Materials

PROPOSAL/CONTRACT

FENCE HEIGHT:	3'	4'	4.5'	5'	6'	8'	T
TERRAIN:	Even	Slight	Steep	<input type="checkbox"/>	N/A		
CLEARING:	Best Fence	Customer	<input type="checkbox"/>	N/A			
OLD FENCE:	Best Fence	Customer	<input type="checkbox"/>	N/A			
GRADE:	Top Level	Follow Grade	<input type="checkbox"/>	N/A			
HOA/ARB:	Best Fence	Customer	<input type="checkbox"/>	N/A			

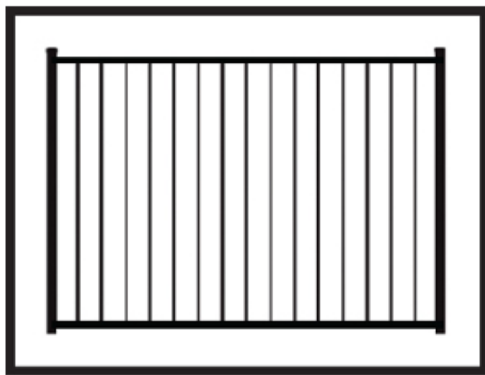
Customer: _____

Address: _____

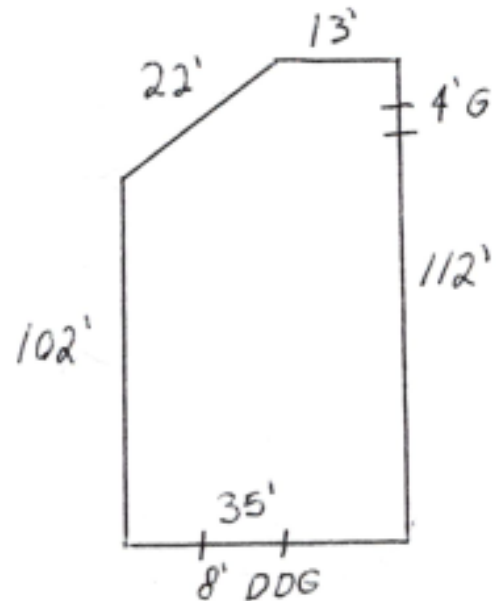
Community: _____

Phone: _____

Email: _____



ASCOT 2-CHANNEL



(C)

Furnish & install 284' of 48" high 2-rail ascot style black aluminum fence with (1) 4' gate and (1) 8' double drive gate. Gates include keyed latches and self closing hinges. All posts to be set in concrete.

Revised 1/12/24 JH

Customer must assume responsibility for placement of fence unless all appropriate survey pins (metal pipes) or concrete monuments are uncovered prior to installation. Best Fence Co., Inc will assist owner in locating pins if provided copy of survey. All materials will remain property of Best Fence Co., Inc. until paid in full. By signing, customer agrees to proposal including materials, prices, terms & limitations as outlined above. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Best Fence Co, Inc. is not responsible for damage to underground obstructions such as utilities, sprinkler lines, pipes, etc. Returned checks are subject to a \$25.00 service fee. Cancelled orders will be subject to a 50% restocking fee. Job #	Total Feet 284'	Total Price \$8,284.00
	Sub Total	Deposit
		Balance due
		Proposal is good for 30 days
	Payment Terms 1/2 down balance due at completion	
	Best Fence: KB	Date: 12/21/2023
	Customer:	Date:

St Augustine Fence & Outdoor Construction
4701 State Road 16
ST. AUGUSTINE, FL 32092 US
+1 9046876087
estimates@staugoutdoorconstruction.net
www.outdoorconstruction.net

Proposal/ Contract

ADDRESS

Las Calinas Dog Park
1187 Las Calinas Blvd
St Augustine, FL 32095
Jerry 248-807-2763 or Dan 845-544-3290

SHIP TO

Las Calinas Dog Park
1187 Las Calinas Blvd
St Augustine, FL 32095
Jerry 248-807-2763 or Dan 845-544-3290

PROPOSAL/ CONTRACT #	DATE	EXPIRATION DATE
19507	01/17/2024	01/31/2024

P.O. NUMBER

Industrial Fence Option

DESCRIPTION	AMOUNT
Furnish & Install 284 LF of Industrial Grade 4' Tall, 2Rail Black Aluminum Fence * (1)- 4' Wide Walk Gate * (1)- 8' Wide DD Gate All Posts Are Set in Concrete Limited Manufacture Warranty On Material 2 Year Workmanship warranty on labor 50% Deposit 50% Due Upon Completion	11,220.00

Thank you and have a Great day!

SUBTOTAL 11,220.00

TAX 0.00

TOTAL **\$11,220.00**

By execution of this document, Buyer acknowledges that he/she has read and understands the terms & conditions set forth.

Accepted By

Accepted Date

Customers will be charged \$35.00 for returned checks for payment. Customer is responsible for any legal fees due to non payment. Once a proposal is signed, this is a binding contract. Proposal is valid for 5 days. CANCELLED ORDERS WILL BE SUBJECT TO A 50% RESTOCKING FEE. Payment Terms: 50% Deposit & Balance Due on Completion There is a 3% Convenience Fee to pay by credit card.

PROPOSAL

904-398-4118

CFC045996

Proposal Date - Submitted To, Address, Phone

January 17, 2024

Dan Wright



4635 Emerson Street • Jacksonville, FL 32207

www.kwik-fixplumbing

JOB PHONE - JOB E-MAIL

845-544-3290 dwright@rmsnf.com

JOB NAME

JOB LOCATION

1187 Las Calinas Blvd St. Augustine, Fl. 32095

We hereby submit specifications and estimate, subject to all terms and conditions, as follows:

Play Area hose bibb:

-Connect to the existing water pipe feeding the drinking fountain and install new 3/4" PVC piping to the left side of the sidewalk and install a hose bib with backflow preventer.

-Hose bib will be mounted to a pressure treated 4"x4" post.

-90-day warranty parts and labor.

-No warranty to any existing plumbing.

Thank you for the opportunity to service your plumbing needs.

There will be a 3% fee on all credit card purchases.

We Propose hereby to furnish material and labor to complete in accordance with above specifications,

for the sum of: Nine hundred ninety-five dollars dollars \$995.00

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. Jerry Richardson

AUTHORIZED SIGNATURE

Payment Terms as follows: COD

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date

AUTHORIZED SIGNATURE

PROPOSAL

904-398-4118

CFC045996

Proposal Date - Submitted To, Address, Phone



4635 Emerson Street • Jacksonville, FL 32207

www.kwik-fixplumbing

JOB PHONE - JOB E-MAIL

JOB NAME

JOB LOCATION

We hereby submit specifications and estimate, subject to all terms and conditions, as follows:

We Propose hereby to furnish material and labor to complete in accordance with above specifications,

for the sum of: _____ dollars _____

NOTE: This proposal may be withdrawn by us if not accepted within _____ days. _____

AUTHORIZED SIGNATURE

Payment Terms as follows: _____

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

_____ Date

_____ AUTHORIZED SIGNATURE

B.



First Coast Mulch
155 Bartram Market Dr. Suite 135 Box 240
Saint Johns, FL 32259 US
+1 9042545366
AR@Firstcoastmulch.com

Estimate

ADDRESS
Riverside Management Services 9555 Florida Mining Blvd. W, Bldg. 300, Suite 305 Jacksonville Fl 32257

SHIP TO
Palencia POA of St. Johns County - Playgrounds Ensenada Dr. St. Augustine, FL 32095 Dan Wright - 845.544.3290

ESTIMATE #	DATE	
1466	01/18/2024	

PROJECT STATUS
Pending

ACTIVITY	DESCRIPTION	AMOUNT
Playground Chips	Installation of Certified Playground mulch as directed and indicated on the approved map with a total installed amount of 10 yards. (20 Rincon Dr.)	550.00
Playground Chips	Installation of Certified Playground mulch as directed and indicated on the approved map with a total installed amount of 40 yards. (46 Mitad Dr.)	2,200.00

Thank you for the opportunity to bid your project. We look forward to working with you soon!

TOTAL

\$2,750.00

Please note that there is a 3% surcharge on all credit card payments.

Accepted By

Accepted Date



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

PROPOSAL

Date	Proposal No.
01/10/24	30192

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 Playground Mulch at La Parma Park.

Thank you for the opportunity.

DESCRIPTION	QTY	EXT PRICE
Installation of Playground Mulch at La Parma Park		
Enhancement/Extra Services		
Playground Mulch - Installed - CY	30.00	\$4,950.00

Total:	\$4,950.00
---------------	-------------------

By _____
Mary Marchiano

Date 1/10/2024

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.
01/10/24	30194

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 Playground Mulch at Ensenada Park.

DESCRIPTION

QTY

EXT PRICE

Installation of Playground Mulch at Ensenada Park

Enhancement/Extra Services

Playground Mulch - Installed - CY

25.00

\$4,125.00

Total: \$4,125.00

By _____

Mary Marchiano

Date 1/10/2024

Duval Landscape Maintenance

By _____

Date

Sweetwater Creek CDD



QUOTE

Jerry Lambert
FLORIDA

Date
Jan 24, 2024

Expiry
Feb 23, 2024

Quote Number
QU-3775

Checks Should be Sent to:
Currency Bank- Jelly Bean
LLC Payables
7054 Jefferson Hwy Suite
100
Baton Rouge, LA 70806

Description	Quantity	Unit Price	Amount USD
Jelly Bean Rubber Mulch Mitad Playground	38000.00	0.375	14,250.00
Jelly Bean Rubber Mulch Rincon Playground	40000.00	0.375	15,000.00
Subtotal			29,250.00
TOTAL TAX			0.00
TOTAL USD			29,250.00

U.S. MULCHING - JACKSONVILLE

409 Queen Anne Court
St.Augustine, FL 32092



ESTIMATE

Palencia
Ensenada/ Enrede Parks
Dan Wright

DATE January 30, 2024
PO number
TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
20	Install Certified Playground mulch: Ensenada Park	\$55.00	\$1,100.00
30	Install Certified Playground mulch: Enrede Park	\$55.00	\$1,650.00
		SUBTOTAL	2,750.00
		TAX	0.00
			\$2,750.00
DIRECT ALL INQUIRIES TO: Javi Sowers (904) 422-5927 email: usmulchingjax@bellsouth.net www.usmulchingjax.com			PAY THIS AMOUNT

THANK YOU FOR YOUR BUSINESS!

C.

1.



LEGEND:

- A - PARKING (2 - HANDICAP AND 3 REGULAR SPACES).
- B - BASKETBALL COURT
- C - 20 X 30 PAVILION
- D - ENCLOSED DOG PARK (SMALL AND LARGE DOG)
- E - 6' WIDE PATH, 1,120 +/- L.F. (GOAL IS A $\frac{1}{4}$ MILE, 1,320 L.F.)
- F - EVERGREEN TREE SCREENING AS NEEDED

MULTI-USE FIELD: SOD TYPE T.B.D.

D.

ESTIMATE

Lucas Tree Service Inc

PO BOX 50814

JACKSONVILLE BEACH, FL 32240

treeservicelucas@gmail.com

+1 (904) 241-3533

http://Lucastreeservice.com

Sweetwater Creek CDD

Bill to

Sweetwater Creek CDD

Ship to

Sweetwater Creek CDD

Estimate details

Estimate no.: 7201
Estimate date: 01/29/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Services		35	\$40.00	\$1,400.00
		Trim Palms at Las Calinas Blvd.				
Total						\$1,400.00

Note to customer

Thank You for calling Lucas Tree Service!

E.

**MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT AND
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
AMENITY CENTERS, TOLOMATO RIVER BOARDWALK, ATHLETIC
PARK, AND COMMUNITY PARKS**

POLICIES

Adopted November 12, 2003
Revised through May 22, 2006
Revised through June 27, 2007
Revised through July 11, 2007
Revised through November 12, 2008
Revised through February 10, 2010
Revised through July 14, 2010
Revised through March 10, 2011
Revised through September 14, 2011
Revised through January 16, 2013
Revised through November 16, 2016
Revised through February 15, 2017
Revised through August 22, 2018
Revised through February 20, 2019
Revised through July 17, 2019
Revised through September 15, 2021
Revised through April 7, 2022
Revised April 6, 2023
[Revised February 6, 2024](#)

**SECTION A.
DEFINITIONS**

1. District(s) – Shall mean the Marshall Creek Community Development District (MCCDD) and/or Sweetwater Creek Community Development District (SCCDD).
2. Manager – Shall mean the person or entity legally charged with the daily operation and management of the Palencia Amenity Centers.
3. Amenity Centers or Amenity Facilities – Shall refer to the Palencia Amenity Centers including the pool areas, exercise rooms, clubhouses, pavilions, tennis courts, tennis pro shop, Tolomato River Boardwalk (hereinafter defined), [pickleball courts](#), and any other facilities which are owned by the Districts and are available to Patrons, as defined herein.
4. Tennis Center or Tennis Facilities – Shall include the tennis courts and tennis pro shop.
5. Swim and Fitness Center – Shall include the pool areas, exercise rooms, and building and its attachments.
6. Athletic Park – Shall mean the athletic fields and the Athletic Park Pavilion. These are not included within the District and are open to the general public and are not part of the Amenity

Centers.

7. Community Parks – Shall mean the community neighborhood parks, The Village Green, and other common areas not included in #3 and #6 above.
8. Patron – Shall mean property owners of the Marshall Creek Community Development District and Sweetwater Creek Community Development District, and those persons permanently residing in the same dwelling unit as the property owner; and non-property owners, who have paid the Annual User Fee for the use of the Palencia Amenity Centers, and those persons permanently residing in the same dwelling unit as the non-property owner.
9. Annual User Fees – Shall mean that fee established by the Marshall Creek Community Development District and/or Sweetwater Creek Community Development District for the use of the Amenity Centers.
10. Patron Card – An electronic identification card issued by the District to Patrons.
11. Guest Privileges – Privileges included with the aforementioned Patron account authorizing Patrons thirty (30) individual guest entries for the Swim and Fitness Center and eight (8) guest entries for the Tennis Center per year. Guest passes are required for the Tennis Center and Swim and Fitness Center every day of the year; and (except as specifically provided for herein) Patrons must accompany their guest(s) to the Swim and Fitness Center. Guest passes for the Swim and Fitness Center are not required for caregivers ~~to of~~ a child or a special needs adult. Caregivers may only have access to the Marshall Creek CDD family pool, however special needs adult caregivers may have access to the fitness facility. The child or special needs adult must be present with his or her(s) amenity card. Caregivers must be pre-registered prior to admittance. See attached addendum A for additional details on the Guest Pass Programs.
12. Summer Guest Pass – A Summer Guest Pass is issued by the Districts for a purchase price of \$150 for unlimited use between Memorial Day and Labor Day and is only valid for one year at a time. The Summer Guest Pass is limited to one individual guest for the Swim and Fitness Center and limited to one individual guest for the Tennis Center. The Summer Guest Pass does not require the resident to be present with the guest user during amenities use. A Summer Guest Pass does not allow the guest user to take classes or use Child Watch.
13. House Guest – An individual who is residing on a temporary basis (for two weeks or less) in the same dwelling unit as the Patron. A House Guest is not an individual who rents all or part of a Patron's home on a short-term basis (i.e., less than thirty (30) days) or as a vacation rental.
14. Guest – Any person whom the Patron wishes to accompany them while utilizing the Amenity Centers. However, a guest may be a guest of a single or multiple Patron(s) for the Tennis Center no more than a total of eight (8) times per calendar year. This term does not include guests or invitees of the Amenity Centers during swim meets, tennis tournaments, or other organized activities.
15. Boardwalk – Elevated boardwalks that interconnect neighborhoods and areas throughout the community, including the boardwalk along The Promenade.
16. Tolomato River Boardwalk – Elevated Tolomato River Boardwalk which entrance can be found at

the terminus end of Costa Blanca Rd. in North River, Phase II of Palencia, that stretches the length of approximately 7/8th of a mile east-north-eastward into the marsh area and splitting into a “Y” on a couple of intracoastal waterway island pods.

17. Ingress/Egress Facilities – Shall mean all District-owned roads, sidewalks, gates and access monitoring equipment.
18. Facilities – Shall collectively mean the Amenity Center and Amenity Facilities, Tennis Center, Tennis Facilities, Swim and Fitness Center, the Village Green, Dog Park, Community Parks, Boardwalk, Tolomoto River Boardwalk, Ingress/Egress Facilities, and any other real or personal property owned or leased by a District.
19. Policies – Shall mean these Policies governing the use of the Amenity Facilities.

SECTION B.

GENERAL PROVISIONS

1. Patrons must present their Patron Card and register upon entering the Amenity Centers.
2. Children under twelve (12) for Tennis Center, eight (8) for playgrounds, fourteen (14) for MCCDD swimming pool, (14) fourteen for SCCDD swimming pool, sixteen (16) for fitness center, years of age must be accompanied by a parent or legal guardian eighteen (18) years of age or older, unless specifically stated elsewhere in the Policies. No child under the age of fourteen (14) is allowed in the fitness area.
3. The Amenity Centers hours of operation shall be established by the Manager and based upon seasonal and other considerations and shall be published to the Patrons in a manner determined by the Manager.
4. Alcoholic beverages shall not be served or sold, nor permitted to be consumed, except for catered events or as specifically authorized in the Policies.
5. Pet and Service Animal Policy:
 - a. Unless otherwise posted, dogs or other pets (with the exception of Service Animal(s) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted in the Amenity Centers or Tennis Facilities. Pets are permitted at the Community Parks, but must always be leashed, and pet owners are to pick up any waste the pets may produce when in the park(s) or along the path of travel to and from the park(s).
 - b. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:
 - If the Service Animal is out of control and the handler does not take effective measures to control it;
 - If the Service Animal is not housebroken; or

- If the Service Animal's behavior poses a direct threat to the health and safety of others.
 - c. The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.
6. Vehicles, including golf carts, scooters, and bicycles must be parked in designated areas. Unless designated otherwise, 4-wheel passenger vehicles and golf carts must be parked in the parking lots. Vehicles shall not be parked on grass lawns, or in any manner which blocks the normal flow of traffic. Golf carts are strictly prohibited in Community parks, The Village Green, elevated boardwalks, The Promenade, and pedestrian sidewalks.
 7. Fireworks of any kind are not permitted anywhere on the MCCDD or SCCDD grounds or adjacent areas.
 8. No Patron or Guest is permitted in the service areas of the Facilities.
 9. The Board of Supervisors reserves the right to amend or modify the Policies when necessary and will notify the residents of any changes.
 10. Members of the Boards of Supervisors, the District Managers, and MCCDD and SCCDD Managers and authorized employees shall have full authority to enforce these policies, rules and regulations.
 11. Patron Cards shall be issued to Patrons at the time their membership commences. All Patrons must present their Patron Card for entrance to the Amenity Centers. All lost or stolen Patron Cards should be reported immediately to the Manager. There will be a \$10.00 replacement fee.
 12. Smoking (including electronic cigarettes) is not permitted anywhere in the Amenity Centers or other areas as designated by law.
 13. All Guests must be registered and accompanied by a resident before entering the Amenity Centers.
 14. Disregard of these policies and rules may result in expulsion from the Amenity Centers and/or loss of Amenity Center privileges.
 15. Any exceptions to the Policies must be made in writing by the Manager prior to the time any such contrary action is taken.
 16. Swimming, boating, jet skiing, paddle-boarding, or in any way entering or being on top of any retention/detention pond, lake, or other body of water within the Districts shall be prohibited.

These bodies of water are subject to, among other legal restrictions, conservation easements to protect the natural habitat for plants and wildlife, including alligators, which are known to cause serious bodily injury and death. This rule shall not apply to the Districts' employees, contractors, or other authorized individuals when servicing the retention/detention ponds, lakes, or other bodies of water within the Districts.

SECTION C.
LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and Guest as a condition of invitation to the premises of the Amenity Centers assumes sole responsibility for his or her personal property. The Districts, their agents, employees, and contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Centers, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Centers' premises any property or furniture belonging to the Districts, the Districts' Board of Supervisors, their agents, employees, or contractors without proper authorization. Patrons and ~~guests~~Guests shall be liable for any property damage to the Facilities and/or personal injury at the Amenity Centers, or at any activity or function operated, organized, arranged, or sponsored by the Districts or their contractors which is caused by the Patron or their ~~guests~~Guests. The Districts reserve the right to pursue any and all legal and equitable measures necessary to remedy any losses due to any such property damage or personal injury.

Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Districts, the Districts' Board of Supervisors, its agents, employees or contractors, or who engages in any contest game, function, exercise, competition, or other activity operated, organized, arranged, or sponsored by them, either on or off the Amenity Centers' premises, shall do so at his or her own risk, and shall hold the Districts, the Districts' Board of Supervisors, their agents, employees, and contractors harmless for any and all loss, cost, claim, injury, damage, or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the Districts, the Districts' Board of Supervisors, its agents, employees, or contractors. Any Patron shall have, owe, and perform the same obligation to the Districts, the Districts' Board of Supervisors, their agents, employees, or contractors hereunder in respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any ~~guest~~Guest or family member of such Patron.

Should any party bound by the Policies bring suit against the Districts, the Districts' Board of Supervisors, its agents, employees, or contractors in connection with any event operated, organized, arranged, or sponsored by the Districts or any other claim or matter in connection with any event operated, organized, arranged, or sponsored by the Districts, and fail to obtain judgment therein against the Districts, the Districts' Board of Supervisors, their agents, employees, or contractors, said party shall be liable to the Districts for all costs and expenses incurred by it in the defense of such suit (including court costs and attorneys' fees through all appellate proceedings).

SECTION D.
GENERAL SWIMMING POOL RULES

1. All Patrons and Guests must sign in upon entry of the pool area in MCCDD or SCCDD. The pools governed by these rules are the MCCDD Adult Pool, MCCDD Family Pool, MCCDD Wading Pool and the SCCDD Swimming Pool.

The maximum bathing capacity of the pools is as follows:

MCCDD Adult Pool	42 people
MCCDD Family Pool	130 people

MCCDD Splash Pad
SCCDD Swimming Pool

10 people
91 people

2. Lifeguards are on duty on a seasonal basis only.
3. Children under fourteen (14) years of age entering the MCCDD Family Pool, and those under fourteen (14) years of age entering the SCCDD Swimming Pool must be accompanied by a parent or legal guardian of at least eighteen (18) years of age, unless otherwise provided for herein.
4. When lifeguards are on duty, parents or legal guardians may, by completing and signing the appropriate form, designate teenagers between the ages of fourteen (14) and seventeen (17) as “Supervising Companions” for their children. Each Supervising Companion may accompany one child at a time who is under the age of six (6) or up to two children at a time who are between the ages of six (6) and eleven (11). Staff reserves the right to terminate an individual’s privilege of being designated as a Supervising Companion if, in staff’s sole discretion, such individual is not fulfilling his or her responsibilities as a Supervising Companion.
5. Additionally, subject to the receipt of a consent form from a parent or legal guardian, Patrons under the age of fourteen (14) may use the MCCDD Family Pools and Patrons under the age of fourteen (14) may use the SCCDD Swimming Pool under the direct supervision of the Swim Team Coaching Staff or District-authorized Swim Lesson Staff Members.
6. Radios, televisions, and the like may be listened to if played at a volume, which is not offensive to other Patrons and Guests.
7. Swimming is permitted only during designated hours, as posted at the pool.
8. Showers are required before entering the pool.
9. Glass containers, aluminum cans, and other sharp or potentially hazardous objects are not permitted in the pool area.
10. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area. *See* Section F. Feces Policy, page #8.
11. Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must be presented to the MCCDD Amenity Center staff for approval prior to use. The aforementioned play equipment is prohibited at the SCCDD Swimming Pool. The MCCDD Amenity Center reserves the right to prevent usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
12. The pools will be closed once per week on Monday (unless otherwise noted) in order to facilitate maintenance.
13. Bicycles, skateboards, roller blades, scooters, and golf carts are not permitted on the pool deck area inside the pool gates at any time.

14. No one shall block or place an object to block any exit or entrance to a pool area.
15. Food delivery from outside food vendors is prohibited within the pool/deck area. All food deliveries from outside vendors are required to be delivered to the front desk of the Amenity Center.
16. Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving are prohibited.
17. The Amenity Centers' staff reserves the right to control all programs and activities, including the number of guest participants, equipment, and supplies usage, etc. conducted at the pool including swim lessons, aquatic/recreational programs, and pool parties.
18. Any person swimming when the pool is closed may be suspended from using the pool. The hours during which the pool is attended by a lifeguard will be posted. All Guests must be registered. Guests, other than House Guests, must be accompanied by a Patron before entering the Amenity Centers.
19. Proper swim attire (no cutoffs) must be worn in and around the pool.
20. No chewing gum is permitted in the pool or on the pool deck area.
21. Outside alcoholic beverages are not permitted in the pool area, but instead may be purchased at the poolside café. Notwithstanding the prior sentence, alcoholic beverages may be consumed in the Amenity Centers (including the pool deck) at events pre-approved by MCCDD and/or SCCDD.
22. No diving, jumping, pushing, running, or other horseplay is allowed in the pool or on the pool deck area. Facility staff reserves the right to enforce pool warnings, as set forth in this document, including 1st warnings, "time-outs," suspensions, and expulsions.
23. All ~~diaper~~[diapers](#) or changing of clothes must be done in the outside pool bathrooms.
24. Radio controlled watercrafts are not allowed in the pool area, unless it is a MCCDD and/or SCCDD sponsored event.
25. Pool entrances must be kept clear at all times.
26. Smoking (including electronic cigarettes) is not permitted in the Amenity Centers, in any pool, on any pool deck, or any other area as designated by law.
27. No pets (except for Service Animals) are allowed in the pool area.
28. No swinging on ladders, fences, or railings is allowed.
29. Pool furniture is not to be removed from the pool area.
30. Loud, profane, or abusive language is prohibited.
31. Children less than forty inches tall are not permitted to ride the MCCDD Family Pool slide.

MCCDD Family Pool Slide Rules:

- a. Patron must be able to climb and slide unassisted.
 - b. One person at a time.
 - c. Slide feet first and face up.
 - d. Wait for lifeguard to signal before starting the ride.
 - e. Do not run, dive, stand, knell, rotate, or stop in the slide.
 - f. Keep arms, hands, and legs inside flume at all times.
 - g. No flotation devices are allowed on the water slide unless specifically provided by lifeguard for the purpose of use on the slide.
 - h. The slide may only be used while lifeguards are on duty.
 - i. No shorts with snaps or rivets will be allowed.
 - j. The slide is to be used at your own risk.
 - k. For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.
32. All patrons must be 18 years of age or older to use the MCCDD Adult Pool and deck.

Lap Swimming Rules

All Patrons in a lap lane must swim laps. Maximum occupancy is 4 Patrons per lane.

Individuals not swimming laps or slow swimmers will be asked to leave the lap lanes and use recreation/social area at the MCCDD Adult Pool. Only Patrons eighteen (18) years or older are permitted to use the lap lanes at the MCCDD Adult Pool. Patrons younger than eighteen (18) years old may use the SWCCD Swimming Pool and MCCDD Family Pool for swimming laps.

1. Equipment such as pull buoys, masks, fins, snorkels, and paddles may be used at the MCCDD Adult Pool only with prior approval.
2. Patrons must swim in a circular direction.
3. The SCCDD Swimming Pool may be utilized by certain swim teams at certain times. Management has discretion to determine the number of lanes to be used at the SCCDD Swimming Pool when the swim team is utilizing the SCCDD Swimming Pool.
4. The SCCDD swimming pool is “heat capable.”

SECTION E.
SWIMMING POOL: THUNDERSTORM POLICY

The lifeguards, if present, are in control of the operation of the swimming pool during thunderstorms and heavy rain. The lifeguards will control whether swimming is permitted or not during the times the pool is attended. During periods of heavy rain, thunderstorms, and other inclement weather the pool will be closed.

SECTION F.
SWIMMING POOL: FECES POLICY

1. No one shall pollute the pool. The Patron responsible for the individual who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
2. If contamination occurs, the pool will be closed for twelve (12) hours and the water will be shocked with chlorine to kill the bacteria.
3. Parents should take their children to the restroom before entering the pool.
4. If a child is not completely potty-trained, they must wear ~~a rubber~~rubber lined swim diapers swim diaper, as well as a swimsuit over the swim diaper, at all times.

SECTION G.
GENERAL FITNESS CENTER RULES

1. Usage of the fitness center is permitted only during designated operating hours, as posted at the fitness center.
2. Children aged fourteen (14) and fifteen (15) years of age must be accompanied by a parent or legal guardian of at least eighteen (18) years of age to use the fitness area. No children under the age of fourteen (14) are allowed in the fitness area, except that:
 - (a) Children aged thirteen (13) years and older may use the cardio and strength rooms of the fitness center upon the following conditions:
 - (1) Child must be accompanied by a parent or legal guardian of at least eighteen (18) years of age; and
 - (2) Child is involved in an organized sport activity where fitness training is integral to the sport activity, as validated by their coach in writing; and
 - (3) Coach and child's physician provide a written training program and attests that the child has the mental and physical ability to participate in the training; and
 - (4) All documentation required herein shall be provided to a CDD fitness trainer for approval.
3. The sauna and steam room may only be used by Patrons at least sixteen (16) years of age.
4. All users must register before entering. Use of the equipment is at your own risk.

5. Guests and House Guests must be accompanied by a Patron and register upon entering.
6. All Patrons and Guests using the fitness center are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with fitness center rules and regulations.
7. Appropriate clothing is always required in the fitness center. Appropriate clothing means t- shirts, shorts, leotards, and/or sweat suits.
8. All Patrons and Guests must wear athletic footwear, which covers the entire foot.
9. Food is permitted in lobby area only. Water and sports drinks in non-glass containers, however, are permitted in the fitness center when sealed and covered.
10. Smoking, electronic cigarettes, and smokeless tobacco products are not permitted anywhere in the fitness center.
11. ~~The chewing~~Chewing of gum is not permitted in the fitness center.
12. Headphones are to be used with all electronic devices.
13. Loud, profane, or abusive language is prohibited.
14. Patrons and Guests exercise at their own risk. Everyone is responsible for his or her own safety.
15. All emergencies or injuries must be reported to the Manager, as well as the District Management Office. ~~Disregard to~~Disregarding any fitness center rule will result in expulsion from the fitness center and/or loss of fitness center privileges.
16. All broken equipment should immediately be reported to the Manager on duty as well as the General Manager, whose phone number is (904) 829-8584 or (904) 810-0520.
17. Equipment may not be removed from the fitness center for any reason.
18. Everyone is responsible for wiping off the equipment after use.
19. You should limit cardiovascular equipment usage to 30 minutes if others are waiting for the equipment, stepping aside between multiple sets on the weight equipment, and restacking weights after usage.
20. The Amenity Centers reserves the right to authorize all programs and activities at the fitness facility including group fitness classes, personal training, massage/spa services, etc. and reserve the right to discontinue any such program(s) or activities due to concerns with safety and other conflicts with the operation of the Amenity Centers.
21. Everyone is responsible for removing the weight plates that he or she has used on the plate- loaded machine and returning all plates, dumbbells, barbells, and other equipment to the proper storage places.
22. Hand chalk is not permitted.

23. Weight plates are not to be attached to weight stacks on the machines.
24. Weights, dumbbells, and bars shall be not to be dropped. Everything should be placed down gently.
25. Benches and machines are not to be stepped on.
26. Dumbbells, weight plates, and barbells shall not be placed on the benches.
27. Dogs and other pets (with the exception of Service Animals) are not permitted in the Fitness Center.
28. Private fitness trainers are not allowed. All trainers are pre-approved by the MCCDD and SCCDD providing evidence of acceptable training certificates and insurance as required by the MCCDD and SCCDD.

SECTION H.

TENNIS FACILITY RULES

1. All players shall check in at the tennis pro shop prior to playing. Unreserved tennis courts will be assigned on a first come, first serve basis. Clinic, lesson, and guest fees are to be paid prior to stepping on the court(s).
2. A member may make a court reservation by calling the tennis shop or in person. Reservations are allowed for one court, up to 72 hours in advance.
3. The length of time for a court reservation is 1 1/2 hours for singles and 2 hours for doubles. If a member arrives more than 15 minutes late for a reservation, that court will be forfeited if there are others waiting.
4. Tennis court usage may be limited or suspended from time to time for sponsored events or lessons, as approved by the Manager.
5. Proper tennis attire shall be worn at all times; cutoffs or jeans are prohibited. Only smooth sole tennis shoes shall be worn. Running shoes and cross-training shoes are prohibited due to risk of injury and damage to courts.
6. Proper court etiquette should be observed at all times. Profanity and/or disruptive behavior are prohibited.
7. Use of the tennis courts ~~are~~is permitted only during operating hours, as posted.
8. Tennis courts are for tennis only. Equipment such as skateboards, roller blades, or scooters are not allowed on courts.
9. Children under twelve (12) years of age must be accompanied by a parent or other person of at least eighteen (18) years of age.

10. Glass containers, food, and smoking (including electronic cigarettes) are prohibited on or near the courts.
11. All vehicles, including, but not limited to, golf carts, bicycles, baby carriages/strollers, and scooters, are restricted from being parked on or near the tennis courts. Golf carts shall be parked in the parking lot. Bicycles shall be parked at the bike rack located by Court 1.
12. The Amenity Center reserves the right to authorize all programs and activities at the tennis center including tennis tournaments, clinics, lessons, socials, etc. and reserves the right to discontinue any such programs or activities due to concerns with safety and other conflicts with the operation of the Amenity Centers.
13. Patrons may bring beer and/or wine for their responsible personal consumption at designated areas and times as designated by the staff within the Tennis Facility.

SECTION I.

AMENITY CENTER ROOM RENTAL POLICY

1. Only Patrons may utilize the Amenity Centers for private parties.
2. The current pool regulations and the Policies apply.
3. Check with the Manager regarding the anticipated date for the party in order to determine availability. A reservation must be made, and a private rental agreement accepted by the Amenity Manager prior to date of rental.
4. No trackless trains, trampolines, or battery- or gas-powered vehicles of any kind are permitted in the Amenity Center or Pool Pavilion at any time. The staking of tents and other acts which may cause damage to the MCCDD Amenity Center or Pool Pavilion facilities or grounds are also prohibited. The staking of tents is allowed at the SCCDD Amenity Center during swim team competition and are permitted on the grass at the rear of the SCCDD Amenity Center building only.

SECTION J.

ATHLETIC PARK AND ATHLETIC PARK PAVILION POLICIES

1. For rules and regulations of the Athletic Park and the Athletic Park Pavilion, please visit <http://www.co.st-johns.fl.us/Recreation/pavilions.aspx>.
2. All reservations are to be made directly with the County to reserve the Athletic Park Pavilion for the St. Johns County Park and Pavilion at Palencia, located at 649 Palencia Club Drive, St. Augustine, FL 32095. The Palencia Amenity Centers will no longer accept reservations, and will refer all calls to:

St. Johns County Parks & Recreation; phone number (904) 209-0333

Please be ~~advised~~,[advised](#) that although the pavilion area can be reserved, the County nor the MCCDD can deny other members of the general public from use of the playground area or athletic fields during a scheduled event.

3. For Athletic Park and ball field reservations, please contact the coordinator at the St Johns County Parks and Recreation department at (904) 209-0333.

SECTION K. **MCCDD VILLAGE GREEN POLICIES**

For the comfort and safety of all residents and guests, all children under the age of ~~and~~ sixteen (16) years of age must be accompanied by a parent or legal guardian of at least eighteen (18) years of age while on the Village Green. The Village Green is not a “playing” park area. There are several areas appropriate for children to play in the community. Therefore, the following activities/items are prohibited on the Village Green:

1. Running, rough playing;
2. Playing with or around the water fountains or any of the water areas;
3. Touching, removing, picking up, or throwing of the rocks, mulch, or plant materials (including fruit from the trees);
4. Loud noise; and
5. Golf carts, bicycles, scooters, and skateboards – foot traffic is the only mode of traffic.

SECTION L. **DOG PARK POLICIES**

1. The park’s operating hours are dawn to dusk.
2. The park is not staffed and shall be used at the user’s own risk. The Sweetwater Creek Community Development District is not responsible for injuries to visiting dogs, their owners, or others using the park, nor is the District responsible for the escape of any visiting dogs.
3. Dispose of trash in proper receptacle.
4. Park for use by residents, patrons and guests only.
5. All owners are responsible for the behavior of their dogs at all times.
6. Dogs must be leashed while entering and exiting dog park.
7. Dog waste must be cleaned up by owner immediately.
8. Owners must be within dog park and supervising their dog with leash readily available.
9. Handler must be at least 16 years of age.

10. Children under 12 must be accompanied by an adult and supervised at all times.
11. Aggressive dogs must be removed immediately.
12. Dogs should be under voice control.
13. Dogs must wear current county tags and have a current rabies vaccination.
14. ~~Owner~~Owners must immediately fill in any holes dug by their dogs.
15. Dogs in heat are not allowed in the park.
16. Limit three dogs per adult dog handler.
17. Puppies under four months of age shall not enter the dog park.
18. Human or dog food inside the dog park is prohibited.
19. Dog toys are not permitted inside the dog park.
20. The dog park is designated a “No Smoking” (including electronic cigarettes) area.

SECTION M. **PICKLEBALL COURTS**

All Patrons and Guests using the pickleball courts are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules governing the Amenity Facilities. Disregard or violation of the District’s policies and rules or misuse or destruction of pickleball equipment may result in the suspension or termination of Amenity Facilities privileges. Guests may use the pickleball courts if accompanied by a Patron.

Please note that people using the pickleball courts do so at their own risk. Persons interested in using the pickleball courts are encouraged to consult with a physician prior to using the facility.

- (1) Hours: The pickleball courts are available for use by Patrons during normal operating hours of 7:00 AM to 9:00 PM.
- (2) Proper Attire: Proper pickleball shoes and attire are required at all times while on the courts.
- (3) Reservations: Patrons may reserve a pickleball court by contacting the Amenity Center to create an account through the Court Reserve program. Once an account is created, all reservations and sign ups for court use are to be conducted through Court Reserve.
- (4) General Policies:

- Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- People using the pickleball courts must supply their own equipment (rackets, balls, etc.).
- The pickleball courts are for the play of pickleball only. Pets, roller blades, bicycles, skates, skateboards, and scooters are prohibited from the pickleball courts.
- Non-alcoholic beverages are permitted at the pickleball courts if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the pickleball courts.
- No chairs other than those provided by the District permitted on the pickleball courts.
- Children under the age of twelve (12) are not allowed to use the pickleball courts unless accompanied by an adult Patron.

SECTION N.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenity Centers” or “Amenity Facilities”).

2. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenity Facilities.

3. **Patron Card.** Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Patron Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.

4. **Suspension and Termination of Rights.** The District, through its Board, District Manager, and Operation Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating the District’s staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District

- property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household committing any of the above Violations.

Termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Authority of District Manager and Operation Manager. The District Manager, Operation Manager or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. Upon the Director of Amenities and Strategic Planning's assent, the District Manager, Operation Manager or their designee may each independently at any time restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or

termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspensee.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

11. **Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal (“Appeal Request”), as referenced in Section 8(e). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board’s determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District’s suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board’s decision on appeal shall be final.

12. **Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District’s Amenity Facilities after expiration of a suspension imposed by the District.

13. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION O.

ASSIGNMENT OF RIGHTS BY DISTRICT PROPERTY OWNERS

1. District property owners may elect to assign their right to the use of the Amenity Centers to lessees of their property located within the District in accordance with the provisions of this Section.
 - a. All assignments must be in writing and contain a clear affirmative assignment of the property owner’s rights for the use and enjoyment of the Amenity Centers.
 - b. A copy of the written agreement must be provided to the District and the Manager immediately upon execution.
 - c. District property owners who assign their right to use the Amenity Centers are prohibited from the use of the facility, including rental of the pavilion or Amenity Centers’ room(s), without payment of the Annual User Fee as provided for non-

residents.

d. Assignees shall assume all liabilities associated with the assignment of rights to the use the Amenity Center.

e. Acceptance by the Districts of any such assignment shall not be considered an assignment of the District property owner's obligations regarding the payment of any fee or assessment levied by the Districts or in any way impede, alter, or restrict the power of the Districts to enforce the collection of fees and assessments as provided by law.

f. Property owners may not assign their rights ~~use to use~~ the Amenity Center to short-term renters (e.g., renters for a period of under thirty (30) days) or individuals using said homes as a vacation rental.

SECTION P.

USER FEES FOR NON-RESIDENTS

1. The Annual User Fee for non-residents is:
 - a. \$3,500 per non-resident Patron for use of the swim, fitness and tennis facilities.
 - b. \$2,700 per non-resident Patrons for use of the tennis facilities only.
 - c. \$1,750 per non-resident Single Patron for use of the tennis facilities only.
 - d. \$100 per non-resident Swim Team Patron for use of the SCCDD fitness pool (Swim Team Patron shall include members of swim teams approved by the Board of Supervisors of either the MCCDD or SCCDD).
2. A Guest Card, good for a total of thirty (30) guest uses at either the MCCDD or SCCDD Swim and Fitness facilities and eight (8) guest uses at the Tennis Center, will be issued with the Patron Card.
3. The Tennis Center guest fee is \$10.00 per guest, per day, for any additional Tennis Center guest passes after the initial eight (8) passes are provided with the Patron Card each year.
4. A Weekly House Guest Pass may be purchased from the Manager for a fee of \$25.00 per individual House Guest Pass.

~~SECTION RQ.~~

~~CHILD WATCH SERVICES~~

- ~~1. Child watch service is for the use of Patrons only, for children six (6) months to nine (9) years of age. Patrons must be attending training or exercise programprograms in the Tennis Center or Swim and Fitness Centers.~~

- ~~2. Parents may not leave the Tennis Center or Swim and Fitness Centers during the time their child is in child watch services.~~
- ~~3. The child watch room is only available when child watch personnel are present in child watch room.~~
- ~~4. Child watch hours shall be established by the Amenity Center Manager.~~
- ~~5. All children must be signed in and out by their parent or legal guardian with a picture ID. The ID is to remain until the child is picked up. Any other arrangements will need to be formally approved in advance. Parents and/or legal guardian must complete an emergency authorization form.~~
- ~~6. Child watch personnel have the authority to disallow children who appear ill, sick, or currently exhibiting symptoms of allergies.~~
- ~~7. Children must be picked up in a timely manner at the conclusion of child watch hours.~~
- ~~8. Disregard of the Policies may result in suspension from use of the child watch and/or Amenity Centers.~~
- ~~9. The maximum number of children who can occupy the current childcare room at one time will be limited to nine (9) children along with at least one (1) or more attendants as established by the St. Johns County Fire / Fire Rescue Marshall to meet building standards. Availability will be based on a first come first serve basis.~~

SECTION RQ. TOLOMATO RIVER BOARDWALK AT PALENCIA

The Tolomato River Boardwalk is for the use of the residents of the District, their guests, and the general public. These rules are designed to maximize the safe and enjoyable use of the Tolomato River Boardwalk system, and to protect wetland vegetation and wildlife.

****** USE AT YOUR OWN RISK – MCCDD AND SWCCDD ARE NOT RESPONSIBLE
FOR PERSONAL PROPERTY OR PERSONAL INJURY ******

1. The authorized Tolomato River Boardwalk vehicle parking areas are located at the St. Johns County Park at Palencia, located on Palencia Village Drive - the park with the ship playground, and the Palencia Swim and Fitness Center, located in the Village Center at 625 Palencia Club Drive.
2. All areas surrounding the Tolomato River Boardwalk system are environmentally sensitive areas. All cautions are to be made to protect the natural inhabitants, marshes, animals, and wildlife. No plants, trees, or animal life are to be removed, touched, walked on, trampled, or damaged in any way.
3. Children under the age of twelve (12) are not permitted on the Tolomato River Boardwalk system without a legal guardian eighteen (18) years of age or older.

4. Excepting the entrance, leaving or departing the Tolomato River Boardwalk system or its designated areas is not permitted.
5. The Tolomato River Boardwalk hours of operation are during daylight hours, from dawn until dusk, sunrise to sunset. Overnight stays or camping are not permitted on the Tolomato River Boardwalk system.
6. Residents, guests, and users are encouraged to access the Tolomato River Boardwalk entrance by walking or riding their bicycles. Appropriate footwear is required. A bicycle rack will be located at the entrance to Tolomato River Boardwalk. The entrance to the Tolomato River Boardwalk is situated adjacent to several private property home sites. Residents, guests and users of the Tolomato River Boardwalk are asked to respect the enjoyment of this private property by not parking any vehicles, including, but not limited to, automobiles or golf carts, anywhere except at the two Authorized Parking Area locations defined above in paragraph 1. No parking for the Tolomato River Boardwalk has been provided along Costa Blanca Road, Hickory Hill Drive, or North River Drive. (See Paragraph 1 for authorized parking locations).
7. The Tolomato River Boardwalk is intended for pedestrian foot traffic and persons in wheelchairs only. Wheeled vehicles, including automobiles, trucks, motorcycles, all-terrain vehicles (ATV), golf carts, scooters (motorized or non-motorized), skateboards (motorized or non-motorized), power wheel-type children's vehicles, skates, bicycles, or any other motorized or non-motorized vehicles are not permitted anywhere on the Tolomato River Boardwalk system. Acceptable wheeled vehicles include ADA- compliant wheelchairs, and tandem baby strollers or wagons used to transport babies or small children. Double-wide strollers are not permitted anywhere on the Tolomato River Boardwalk system. A bike rack at the front entrance to the Tolomato River Boardwalk is available where bicyclists may leave their bikes prior to using the Tolomato River Boardwalk system.
8. NOTE: Motorized MCCDD carts and bicycles will be used for security purposes and to maintain and haul trash from the Tolomato River Boardwalk system.
9. Fireworks of any kind are not permitted anywhere on the Tolomato River Boardwalk system. Alcohol is not permitted anywhere on the Tolomato River Boardwalk system.
10. The Tolomato River Boardwalk is for the enjoyment of nature under quiet conditions. Shouting and radios are incompatible with such enjoyment, and thus, radios or other loud noise- generating devices, other than personal headphones, are not permitted anywhere on the Tolomato River Boardwalk system.
11. Running and rough play is not permitted on the Tolomato River Boardwalk system.
12. The Tolomato River Boardwalk is not for the use of private parties.
13. Smoking (including electronic cigarettes) or fires of any kind are not permitted anywhere on the Tolomato River Boardwalk system.
14. Fishing is permitted, with required licenses, only at the designated fishing pier area at the end of the Tolomato River Boardwalk. Fishing is not permitted on any other portion of the Tolomato

River Boardwalk system. Residents, guests, and users must fish in accordance with State of Florida Fish and Wildlife Conservation Commission fishing license and permit requirements (<http://www.floridaconservation.org/license/>).

15. All pets must always be leashed. Pet owners are responsible for policing of pet excrement. If pets and pet waste become a nuisance or problem, the MCCDD Board may be forced revise the policy to prohibit pets. The Tolomato River Boardwalk users and their pets are not permitted to leave the Tolomato River Boardwalk for any reason other than the entrance/exit (*See Paragraph 2*).
16. Hunting is not permitted anywhere on or off the Tolomato River Boardwalk system.
17. Horses and horseback riding is not permitted anywhere on the Tolomato River Boardwalk system. No electrical outlets are provided for any purpose. Power generators of any kind are not permitted anywhere on or near the Tolomato River Boardwalk system.
18. Food and non-alcoholic beverages are allowed only in designed picnic areas. All picnic areas are available for use based on the first come basis.
19. Board walkers are encouraged to carry out all trash they bring in. Trash and all refuse should be secured in proper trash bags, properly tied, and disposed in designated trash receptacles.
20. No boats motorized or non-motorized, nor any other water vessel shall be anchored or docked on or off the Tolomato River Boardwalk system.
21. Violations of these policies and procedures for the Tolomato River Boardwalk system, or any amenity, will subject the party(ies) to penalties of law, environmental regulatory agencies, and potential loss of privileges to any and all Amenity Facilities. The District will hold any user(s) personally and legally responsible for any activities which result in violations of environmental regulatory requirements.
22. We highly encourage Tolomato River Boardwalk users to carry their personal cell phones on the Tolomato River Boardwalk system, as there is no other form of communication provided or available.
23. Report maintenance or vandalism concerns to the local District office, 904-810-0520.

Thank you for doing your part to make the Tolomato River Boardwalk system a wonderful experience and pleasant place for everyone to enjoy.

GUEST PASS ADDENDUM - A

GUEST PRIVILEGES

Swim & Fitness

Guest Pass

Each household will be issued 30 annual guest passes. An additional 12 passes can be purchased for \$75.00. All passes must be used prior to purchasing additional sets of 12. (1)

Daily Pass

\$10 fee per day per person good for day of issue only.

Weekly House Guest Pass

\$25 weekly fee per individual house guest.

Summer Guest Pass

\$150 fee for unlimited use between Memorial Day and Labor Day. Limited to 1 individual guest.

Tennis

Guest Pass

Each household will be issued 8 annual guest passes. (1)

Daily Pass

\$10 fee per day per person. Good for day of issue only.

Weekly House Guest Pass

\$25 weekly fee per individual House Guest.

Restrictions

Residents must be present with their guest. Sign in is required at the front desk of the Amenity. A guest pass is required for use at each amenity.

Daily Pass

Resident to accompany guests.

Weekly House Guest Pass

Resident to accompany guests.

Summer Guest Pass

Resident to accompany guests. (4)

Guest Pass (1)

Resident to accompany guests. Passes cannot be used for league play. (1)

Daily Pass

Resident to accompany guests.

Weekly House Guest Pass

Resident to accompany guests.

Pass Privileges

Use of pools and fitness facility in accordance with the Policies and rules. (2)

Daily Pass

Use of pools and fitness facility in accordance with the Policies and rules. (2)

Weekly House Guest Pass

Use of pools and fitness facility in accordance with the Policies and rules. (2)

Summer Guest Pass

Use of pools and fitness facility in accordance with the Policies and rules. (2)

Guest Pass (1, 2)

Tennis Privileges – subject to availability. 1,2)

Daily Pass

Tennis Privileges – subject to availability. (2)

Weekly House Guest Pass

Tennis Privileges–subject to availability. (2, 3)

Notes

- (1) Guest passes are required every day of the year and Patrons **must** accompany their guest(s) to the Swim and Fitness Center. Guest passes for the Swim and Fitness Center are not required for caregivers.
- (2) Excludes child watch and classes.
- (3) Check calendar for special closed days for Leagues and Tournaments.

***Caregivers are defined as someone caring for a child or special needs adult. Caregivers may only have access to the Marshall Creek CDD family pool, however special needs adult caregivers may have access to the fitness facility. The child or special needs adult must be present with his or her(s) amenity card. Caregivers must be pre-registered prior to admittance.**

****Residents may use no more than 8 guest passes per visit.**

**** CDD Management will turn away anyone that is not an official guest (AIRBNB, VRBO, etc. and less than 30-day rentals are not defined as guest).**

SWIM TEAM POLICIES ADDENDUM – B

Guidelines for Swim Team Usage

1. All Swim Team usage of District facilities must be pre-scheduled with District staff at least 30 days prior to the beginning of practices.
2. All Swim Team members must be District residents, paid users of the District's facilities, lifeguards at the facility, or Swim Team coaches and their minor children.
3. Swim Team is responsible for ensuring that Swim Team members and visiting teams abide by all facility rules and policies.
4. Except with the prior approval of the District, no Swim Team competitions may be held on weekends or on days that the pool is closed.
5. Swim Team shall be responsible for straightening chairs and disposing of trash in poolside trash receptacles.
6. During Swim Team practices, the swim team shall leave two lanes open for use by non-swim team users. Should the lane reserved for non-swim team users be used by more than three swimmers, the Swim Team shall make another lane available for non-swim team users.
7. Swim Team roster must be provided to the District 30 days prior to practices beginning. Roster must include all coaching staff. Amendments to roster must be provided to District as soon as practical.
8. Proof of insurance must be provided to the District 30 days prior to practices beginning.
9. Swim Team contract with the District must be signed and provided to the District 30 days prior to practices beginning.
10. If the Swim Team wishes to bring in outside "vendors" such as Swim Zone or Planet Swim School, the dates and times must be approved by District staff, two weeks prior to such date.
11. Swim Team is responsible for ensuring that children ages 5 through 12 are accompanied by a parent, coach, or person (13) years old or over at all times.
12. Swim Team shall pay for the cost of any special services (e.g. increased lifeguard coverage or expanded Child Watch service), should the District allow or offer such services to the Swim Team.
13. Swim Team shall be responsible for automobile parking on swim meet days. Swim meets are expected to surpass the District's parking lot capacity, and the Swim Team shall have volunteers available to manage such overflow parking. Should the asphalt parking lot and grassy overflow parking area to the south of the asphalt parking lot reach a completely full capacity, the preferred overflow parking area shall be the north bound lane of North Loop Parkway (e.g. – opposite side of street from Amenity Center entrance). Use of temporary "No Parking on this Side of Street" signs shall be permitted two (2) hours prior and one (1) hour after a scheduled swim meet. The Swim Team may also directly seek out permission of nearby vacant landowners for over-flow parking.

F.

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(a)2.c., FLORIDA STATUTES AND INSTRUCTING THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS TO BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTION.

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

WHEREAS, the Board of Supervisors of Sweetwater Creek Community Development District (hereinafter the **"Board"**) seeks to implement Section 190.006(3)(a)2.c., Florida Statutes and to instruct the Supervisor of Elections for St. Johns County, Florida (the **"Supervisor"**), to conduct the District's General Election.

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

Section 1. The Board is currently made up of the following individuals:

Rob Lisotta – Confidential;
Stephen Handler – 379 Rio Del Norte Road, St. Augustine, Florida 32095;
John Williams – 557 Enrede Lane, St. Augustine, Florida 32095;
Charles Usina – 78 Brasilla Avenue, St. Augustine, Florida 32095;
Ron Cervelli – 647 Rio Del Norte Road, St. Augustine, Florida 32095

Section 2. The term of office for each member of the Board is as follows:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term (Including Expiration Date)</u>
1	Rob Lisotta	11/2022 – 11/2026
2	John Smith	11/2022 – 11/2026
3	Charles Usina	11/2020 – 11/2024
4	Ron Cervelli	12/2021 – 11/2024
5	Stephen Handler	11/2021 – 11/2024

Section 3. Seat 3, currently held by Charles Usina, Seat 4 currently held by Ron Cervelli, and Seat 5, currently held by Stephen Handler are scheduled for the General Election in November 2024.

Section 4. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. All candidates for a seat on the Board must qualify with the Florida Department of State's Division of Elections. A

qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote in St. Johns County, Florida. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

Section 5. Members of the Board may elect to receive \$200 per meeting for their attendance, up to a maximum of \$4,800 per year.

Section 6. The term of office for the individuals to be elected to the Board in the November 2024 General Election is four years.

Section 7. The new Board members shall assume office on the second Tuesday following their election.

Section 8. The District hereby instructs the Supervisor to conduct the District's General Election. The District understands that it will be responsible to pay for its proportionate share of the general election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

PASSED AND ADOPTED THIS 6TH DAY OF FEBRUARY, 2024.

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

G.



FEMA

November 14, 2023

SENT VIA EMAIL

Kevin Guthrie
Director
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Jodi M. Moore
General Manager
Marshall Creek CDD
625 Palencia Club Drive
St. Augustine, FL 32095

Re: Second Appeal – Marshall Creek Community Development District, PA ID: 109-UG7FV-00, FEMA-4337-DR-FL, Grants Manager Project (GMP) 16909/Project Worksheet(s) (PW) 285, EHP and Other Compliance

Dear Kevin Guthrie and Jodi M. Moore:

This is in response to Florida Division of Emergency Management's letter dated August 1, 2023, which transmitted the referenced second appeal on behalf of Marshall Creek Community Development District (Applicant). The Applicant is appealing the U.S. Department of Homeland Security's Federal Emergency Management Agency's (FEMA) denial of Public Assistance (PA) funding in the amount of \$313,912.53 for boardwalk repairs.

As explained in the enclosed analysis, I have determined the Applicant did not provide documentation verifying that it complied with all requirements of FEMA's PA award, including applicable Federal Environmental and Historic Prevention laws. Therefore, the appeal is denied.

This determination is the final decision on this matter pursuant to 44 C.F.R. § 206.206, **Appeals**.

Sincerely,

A handwritten signature in blue ink that reads "Robert Pesapane".

Robert Pesapane
Division Director
Public Assistance Division

Enclosure

cc: Robert D. Samaan
Regional Administrator
FEMA Region 4

SECOND APPEAL ANALYSIS
Marshall Creek Community Development District, PA ID 109-UG7FV-00
FEMA-4337-DR-FL, Grants Manager Project 16909/Project Worksheet 285
EHP and Other Compliance

Background

From September 4 - October 18, 2017, Hurricane Irma caused damage to the state of Florida.¹ The Marshall Creek Community Development District (Applicant) requested Public Assistance (PA) funding to repair damages to the structural components of its Tolomato River boardwalk (Facility), located in a designated wetland.² On October 26, 2018, FEMA approved \$301,638.71 in Grants Manager Project 16909/Project Worksheet 285 for repair work and mitigation measures to the Facility. Based on FEMA Environmental and Historic Preservation (EHP) reviews conducted before FEMA's obligation, FEMA noted in the project that the Applicant must comply with certain special conditions, including compliance with the Clean Water Act (CWA); Coastal Zone Management Act (CZMA); and Executive Order (EO) 11990.³ Thereafter, the Applicant notified FEMA it had completed the repair and mitigation work and requested an additional \$12,273.82 in PA funding (for a total project cost of \$313,912.53). FEMA sent two requests seeking documentation demonstrating compliance with applicable EHP requirements. The Applicant provided a response describing its EO 11990 measures.⁴ FEMA issued a Determination Memorandum, finding all the requested funding was ineligible for PA because the Applicant did not comply with CWA, CZMA, and EO 11990 conditions.⁵

First Appeal

On April 22, 2022, the Applicant submitted a first appeal to the Florida Division of Emergency Management (Recipient), seeking \$313,912.53. The Applicant stated that, in 2002-2003, prior to constructing the Facility, it corresponded with the St. Johns River Water Management District (SJRWMD), the U.S. Army Corps of Engineers (USACE), and the U.S. Coast Guard regarding initial permits. The Applicant asserted that it complied with FEMA's EHP conditions because USACE issued a "No Permit Required" determination related to the Facility's construction. The Applicant further stated that, after the disaster, USACE communicated that there was no permit required for the repairs. Finally, the Applicant stated that during disaster repairs, it used floating turbidity barriers and a silt fence, as needed, to comply with EO 11990. On June 15, 2022, the Florida Division of Emergency Management (Recipient) transmitted the first appeal with a letter recommending approval. On April 14, 2023, the FEMA Region 4 Regional Administrator denied

¹ The President declared a major disaster (FEMA-4337-DR-FL) on September 10, 2017.

² See generally, U.S. Fish and Wildlife Service, National Wetlands Inventory, surface waters and wetlands, <https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/> (last visited Oct. 25, 2023).

³ See FEMA Record of Environmental Conditions (REC), PA-04-FL-4337-PW-00285, Tolomato Boardwalk (May 10, 2018) (noting that the project was zero percent complete, and for CWA compliance, requiring coordination with, and obtaining any required Section 404 permits from the United States Army Corps of Engineers (USACE) and/or any Section 401/402 Permits from State authorities prior to initiating work, and documenting all coordination pertaining to these activities) and REC, PA-04-FL-4337-PW-00285, ST 16909 – Tolomato Boardwalk (Aug. 15, 2018) (stating that changes to Direct Administrative Costs and mitigation costs did not affect the original scope of work, no additional EHP review was required, and the EHP conditions of the prior REC remained in effect).

⁴ Letter from Marshall Creek Community Development Dist., Dist. Eng'r to FL Div. of Emergency Management (July 23, 2021) (stating that, during construction, the contractor for the project was required per the construction plans to include floating turbidity barriers and silt fence as needed to comply with EO 11990).

⁵ FEMA drafted a revised version of this PW that anticipates, pending the outcome of the second appeal decision, deobligating the \$301,638.71 in previously awarded funding.

the appeal, finding that the Applicant did not provide sufficient documentation to verify EHP coordination with USACE or the Florida Department of Environmental Protection/SJRWMD or the Applicant's compliance with the CWA or CZMA conditions.

Second Appeal

The Applicant submits a second appeal letter dated June 12, 2023, requesting \$313,912.53 and reiterating its claim that it met CWA and CZMA conditions because no federal permit was required and that it provided documentation of compliance with EO 11990. The Applicant submits new documentation, including: a 2003 SJRWMD construction permit;⁶ a 2016 email referencing a telephone call with USACE regarding a permit;⁷ an email referencing a phone call with SJRWMD;⁸ and Facility repair plans for turbidity barriers and silt fences. The Applicant also expands its first appeal argument regarding CWA compliance. It states that although records regarding Facility construction permit communications with the USACE are unavailable, a 2003 construction permit and 2016 email verify that USACE did not require a permit for the disaster work under appeal. The Recipient transmitted the second appeal with its August 1, 2023 letter, recommending approval.

Discussion

Applicants are responsible for complying with all requirements of the Federal award, including applicable Federal, State, Territorial, or Tribal EHP laws.⁹ FEMA must review each PA project to ensure the work complies with applicable Federal EHP laws and their implementing regulations, and applicable EOs.¹⁰ If an applicant initiates and/or completes work before fulfilling specific EHP documentation and procedural requirements, FEMA may withhold all or partial funding.¹¹ It is the applicant's responsibility to provide documentation to substantiate its claim as eligible.¹²

Here, although the Applicant asserts that USACE issued a permitting decision related to the Facility's construction that also applies to its disaster-related repair work, it did not provide documentation from USACE to support this assertion. Instead, the Applicant provided a 2016 email which references a telephone call, to support its claim that USACE determined that certain

⁶ St. Johns River Water Management District, Permit Number 4-109-56730-19, *Palencia Boardwalks* (June 10, 2003) [hereinafter *SJRWMD Construction Permit*].

⁷ Email from Senior Landscape Architect, Prosser, to Representatives, Applicant (June 14, 2016, 10:50 EDT) (referencing a telephone call between Prosser and USACE, stating that USACE classified the Facility as "bridge" falling under the US Coast Guard's authority, asserting that the Coast Guard did not want to "permit it," and concluding that therefore USACE issued a "No Permit Needed" determination).

⁸ Email from Applicant's representative to Disaster Law and Consulting (June 5, 2023) (stating that a call occurred on May 23, 2023, with SJRWMD Supervising Professional Engineer).

⁹ *Public Assistance Program and Policy Guide*, FP 104-009-2, at 8 (Apr. 1, 2018) [hereinafter *PAPPG*].

¹⁰ Title 2 of the Code of Federal Regulations (2 C.F.R.) § 200.300(a) (2017); *PAPPG*, at 8.

¹¹ See 2 C.F.R. § 200.338; FEMA Instruction 108-1-1, *Instruction on Implementation of the Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, at 20 (Oct. 10, 2018); FEMA Policy 108.024.4, *Projects Initiated Without Environmental Review Required by the National Environmental Policy Act*, at 2 (Dec. 18, 2013).

¹² *PAPPG*, at 133; see also FEMA Instruction 108-1-1, at 14 ("EHP documentation will contain or reference the letter, permit, or consultation documents necessary to comply with each EHP requirement separately").

repair work did not require a permit. However, the referenced communication with USACE was unrelated to the EHP condition attached to this project because the telephone call occurred one year prior to this disaster, and two years before the Applicant completed the work at issue. The Applicant also provided a June 10, 2003 SJRWMD Construction Permit that expired on June 10, 2008, approximately 10 years before the Applicant repaired the Facility.¹³ Finally, in a June 5, 2023 email, the Applicant noted the month and day of a telephone call with a SJRWMD engineer, but this information similarly does not verify the Applicant's claim that SJRWMD did not require a permit to conduct the repair work. Because the Applicant did not provide documentation demonstrating that it complied with all requirements of the Federal award, including applicable Federal EHP laws, the work is ineligible for PA funding.

Conclusion

The Applicant did not provide documentation verifying that it complied with all requirements of FEMA's PA award, including applicable Federal EHP laws. Therefore, the appeal is denied.

¹³ See *SJRWMD Construction Permit*, Conditions for Issuance of Permit Number 4-109-56730-19 Marshall Creek Community Development District, at condition 16 (Jun. 10, 2003) (stating that the permit for construction will expire five years from the date of issuance).