



***SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Thursday
September 4, 2025
4:00 p.m.***

***Location:
1865 North Loop Parkway,
St. Augustine, FL 32095***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Sweetwater Creek Community Development District

c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Sweetwater Creek Community Development District

Dear Board Members,

The Regular Meeting of the Board of Supervisors of the Sweetwater Creek Community Development District is scheduled for **Thursday, September 4, 2025, at 4:00 p.m.** at the **1865 North Loop Parkway, St. Augustine, FL 32095.**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (904) 386-0186 or Howard@fcsmanagementgroup.com. We look forward to seeing you at the meeting.

Sincerely,

Howard McGaffney

Howard McGaffney
District Manager

Cc: Attorney
Engineer
District Records

Sweetwater Creek Community Development District

Meeting Date: Thursday, September 4, 2025

Time: 4:00 PM

Location: Fitness Center, 1865 N. Loop Pkwy, St. Augustine, FL 32095

Agenda

- I. Roll Call**
- II. Audience Comments – *(limited to 3 minutes per individual for agenda items)***
- III. Presentation of Proof of Publication(s)** [Exhibit 1](#)
[Pg. 6](#)
- IV. Consent Agenda**
 - A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on August 7, 2025 [Exhibit 2](#)
[Pgs. 8-12](#)
 - B. Ratification of Vesta District Services/FCS Management Group Agreement for District Management & Amenity/Field Operations Management Services [Exhibit 3](#)
[Pgs. 14-50](#)
 - C. Ratification of Cobra Reimbursement - \$786.37/ month
- V. Staff Reports**
 - A. Landscape Report
 - A. District Engineer
 - B. District Counsel
 - C. District Manager
 - D. General Manager's Report [Exhibit 4](#)
[Pgs. 52-54](#)
 - 1. MaintainX Workorder Report – August [Exhibit 5](#)
[Pgs. 56-71](#)
- VI. Business Items**
 - A. Consideration of Envera Agreement Amendment Proposal – *To Be Distributed* [Exhibit 6](#)
 - B. Consideration of Cost Share – Marshall Creek Reimbursement for Scanner/RFID Tags – *To Be Distributed* [Exhibit 7](#)
 - C. Consideration of ReAlign Website Design Proposals
 - 1. Web Maintenance ADA [Exhibit 8](#)
[Pgs. 75-77](#)
 - 2. Email Services [Exhibit 9](#)
[Pgs. 79-80](#)

VI. Business Items – continued

D. Consideration of FY 2026 Performance Standards & Measures

[Exhibit 10](#)

[Pgs. 82-83](#)

E. Consideration & Adoption of **Resolution 2025-16**, Re-Designating Registered Agent

[Exhibit 11](#)

[Pg. 85](#)

VII. Discussion Topics – *Please call the District Manager, Mac, if you have any questions regarding the following items.*

A. July 2025 Unaudited Financial Statements – *To Be Distributed*

[Exhibit 12](#)

B. July & August O&M Operations & Maintenance Expenditures – *To Be Distributed*

[Exhibit 13](#)

VIII. Supervisors' Requests

IX. Audience Comments – *(limited to 3 minutes per individual for non-agenda items)*

X. Next Meeting Quorum Check: October 2, 4:00PM

VACANT	☐ IN PERSON	☐ REMOTE	☐ NO
John Smith	☐ IN PERSON	☐ REMOTE	☐ NO
Daniel Colin	☐ IN PERSON	☐ REMOTE	☐ NO
Ron Cervelli	☐ IN PERSON	☐ REMOTE	☐ NO
Stephen Handler	☐ IN PERSON	☐ REMOTE	☐ NO

XI. Adjournment

EXHIBIT 1

Ad Preview

NOTICE OF REGULAR MEETING OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the Board of Supervisors of the Sweetwater Creek Community Development District will hold their regular monthly meeting on Thursday, September 4, 2025, at 4:00 p.m., at 1865 North Loop Parkway, St. Augustine, FL 32095.

Items on the agenda may include, but are not limited to, District operations and maintenance activities, financial matters, capital improvements, and general administration activities. Anyone wishing to access and participate in the meeting should refer to the District's website <https://www.marshallcreekcdd.com/> or contact the District Manager, Howard McGaffney, at howard@fcsmanagementgroup.com beginning seven (7) days in advance of the meeting to obtain access information. The meeting is being held for the necessary public purpose of considering matters related to the provision of infrastructure and related district matters. At such time the Board is so authorized and may consider any business that may properly come before it.

A copy of the agenda may be obtained by contacting the District Manager, c/o Vesta District Services, 250 International Pkwy, Ste. 208, Lake Mary, FL 32746 ("District Manager's Office"), (321) 263-0132 X-741, or howard@fcsmanagementgroup.com or on the District's website <https://www.marshallcreekcdd.com/>. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting.

Any person requiring special accommodation in order to access and participate in the meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Howard McGaffney
District Manager

Pub: 08/28/25 #11601317

EXHIBIT 2

1 **MINUTES OF MEETING**

2 **SWEETWATER CREEK**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting and Budget Public Hearing of the Board of Supervisors of the Sweetwater
5 Creek Community Development District was held on Thursday, August 7, 2025 at 4:00 p.m., at the 1865
6 N. Loop Pkwy, St. Augustine, FL 32095.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. McGaffney called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 Ron Cervelli	Board Supervisor, Chairman
11 John Smith	Board Supervisor, Vice Chairman
12 Daniel Colin (<i>via phone</i>)	Board Supervisor, Assistant Secretary
13 Stephen Handler	Board Supervisor, Assistant Secretary

14 Also, present were:

15 Howard McGaffney	District Manager, FCS Management Group
16 Mary Gracy Henley	District Counsel, Kilinski Van Wyk PLLC
17 Meredith Hammock (<i>via phone</i>)	District Counsel, Kilinski Van Wyk PLLC
18 Erin Gunia	General Manager, Sweetwater Creek CDD
19 Alex Acree	District Engineer, DCCM
20 Jay King	President of North FL Region, Vesta Property Services
21 Denise Powers	Assistant General Manager, Marshall Creek CDD
22 Michael Woolridge	Duval Landscape Maintenance
23 Joshua Boucher	Duval Landscape Maintenance
24 Rich Gray	RMS

25
26 *The following is a summary of the discussions and actions taken at the August 7, 2025 Sweetwater Creek*
27 *CDD Board of Supervisors Regular Meeting and Budget Public Hearing. Audio for this meeting is available*
28 *upon public records request by emailing PublicRecords@vestapropertyservices.com.*

29 **SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for**
30 **agenda items)**

31 A resident had asked if the results of the field survey had been discussed at the last meeting.
32 Discussion ensued.

33 **THIRD ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)**

34 **FOURTH ORDER OF BUSINESS – FY 2026 Budget & FY 2026 Assessments Public Hearings**

35 A. FY 2026 Budget Public Hearing & FY 2026 O&M Assessments Public Hearing

36 1. Open the Public Hearings

37 On a MOTION by Mr. Cervelli, SECONDED by Dr. Handler, WITH ALL IN FAVOR, the Board opened
38 the public hearings for the FY 2026 Budget and FY 2026 O&M Assessments, for the Sweetwater Creek
39 Community Development District.

40 2. Exhibit 2: Presentation of FY 2025-2026 Budget

3. Public Comments

A resident and Supervisor Smith noted their desire to have all assessments, in reference to the Operations and Maintenance assessments, be equal across all unit types. Discussion ensued, and Supervisor Smith expressed that his opinion was that the 6.6% increase was too much.

4. Close the Public Hearings

On a MOTION by Mr. Smith, SECONDED by Dr. Handler, WITH ALL IN FAVOR, the Board closed the public hearings for the FY 2026 Budget and FY 2026 O&M Assessments, for the Sweetwater Creek Community Development District.

5. Exhibit 3: Consideration & Adoption of **Resolution 2025-12**, Adopting Fiscal Year 2025-2026 Budget

On a MOTION by Mr. Colin, SECONDED by Mr. Cervelli, WITH Dr. Handler voting 'yay' and Mr. Smith voting 'nay', the Board adopted **Resolution 2025-12**, Adopting Fiscal Year 2025-2026 Budget, for the Sweetwater Creek Community Development District.

6. Exhibit 4: Consideration & Adoption of **Resolution 2025-13**, Annual Assessments

Discussion ensued regarding the McCann lot as it related to the Operations and Maintenance assessments.

On a MOTION by Dr. Handler, SECONDED by Mr. Cervelli, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-13**, Annual Assessments, for the Sweetwater Creek Community Development District.

On a MOTION by Mr. Smith, SECONDED by Dr. Handler, WITH ALL IN FAVOR, the Board closed the public hearings for the FY 2026 Budget and FY 2026 O&M Assessments, for the Sweetwater Creek Community Development District.

FIFTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 5: Consideration for Approval – The Minutes of the Board of Supervisor Regular Meeting Held on July 10, 2025

B. Exhibit 6: Consideration for Acceptance – The June 2025 Unaudited Financial Statements

C. Exhibit 7: Consideration for Acceptance – The June & July 2025 Operations & Maintenance Expenditures

D. Exhibit 8: Ratification of Requisition #168 – JD Goals, Inc. - \$5,677.50

E. Exhibit 9: Ratification of Vesta District Services District Management & Amenity Services Agreement – *To Be Distributed*

Item E, Exhibit 9, was removed from consideration per Mr. McGaffney's request.

On a MOTION by Mr. Colin, SECONDED by Dr. Handler, WITH ALL IN FAVOR, the Board approved the Consent agenda, as amended removing Item E from consideration, for the Sweetwater Creek Community Development District.

SIXTH ORDER OF BUSINESS – Staff Reports

A. Landscape Report

Mr. Woolridge presented his report for the month. Discussion ensued regarding an update on the sod replacement, irrigation well repair by East Coast Wells, and other irrigation repairs around the community.

B. District Engineer

Mr. Acree provided an update on a notice from St. Johns County regarding an adjacent property.

C. District Counsel

1. Discussion of Amenity Policies

Ms. Henley provided an update on the progress with the amenity policies and recommended that the Board create separate fitness center policies for the district. Discussion ensued.

D. District Manager

Mr. McGaffney provided a brief update on the transition.

1. Update on CD Violation Notice – SJRWMD

Mr. McGaffney provided an update on the six properties and outlined the process for notifying the residents. Discussion ensued.

2. Update on Marshall Creek/Sweetwater Creek 2024 Cost Share Agreement

Mr. McGaffney provided an update on the status as well as the process going forward. Discussion ensued.

E. Exhibit 10: General Manager's Report

Ms. Gunia provided an update on the status of onboarding of employees as well as other operational matters. Discussion ensued.

The meeting recessed at approximately 4:57 p.m. and reconvened at approximately 5:02 p.m.

SEVENTH ORDER OF BUSINESS – Business Matters

A. Exhibit 11: Consideration of Vesta Proposed Changes – Employment Changes

Mr. King presented the proposed changes. Discussion ensued.

On a MOTION by Mr. Smith, SECONDED by Dr. Handler, WITH ALL IN FAVOR, the Board approved the proposed employment changes for the Vesta contract, for the Sweetwater Creek Community Development District.

B. Exhibit 12: Consideration of McDermitt Audit Services Engagement Letter – FY 2025 through FY 2029

Discussion ensued.

On a MOTION by Dr. Handler, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved the McDermitt Audit Services Engagement Letter – FY 2025 through FY 2029, in substantial form, for the Sweetwater Creek Community Development District.

C. Exhibit 13: Consideration & Adoption of **Resolution 2025-14**, Approving FY 2025-2026 Meeting Schedule

A request was made to change the July meeting from July 2 to July 9.

On a MOTION by Dr. Handler, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-14**, Approving FY 2025-2026 Meeting Schedule, as amended changing the July meeting to July 9th, for the Sweetwater Creek Community Development District.

D. Consideration of Authorization to Close Truist Capital Reserve Account

1. Exhibit 14: Consideration & Adoption **Resolution 2025-15**, Designating Public Depository for Capital Reserve Account – Bank United

Mr. McGaffney provided a brief explanation. Discussion ensued.

On a MOTION by Mr. Smith, SECONDED by Dr. Handler, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-15**, Designating Public Depository for Capital Reserve Account – Bank United, for the Sweetwater Creek Community Development District.

E. Consideration of AT&T Contract

Mr. Smith provided an update on the status.

On a MOTION by Mr. Smith, SECONDED by Dr. Handler, WITH ALL IN FAVOR, the Board approved the AT&T Contract as described by District Counsel subject to not having a cost share agreement with Marshall Creek CDD, for the Sweetwater Creek Community Development District.

F. Exhibit 15: Presentation of Supervisor Information Form

EIGHTH ORDER OF BUSINESS – Discussion Topics

A. Onda Park – Chair Cervelli

Chairman Cervelli provided an update on the status of the Onda Park and noted that they were waiting on the county's response.

B. Envera – Supervisor Smith

Supervisor Smith provided an update.

The following Discussion Topics were not originally on the agenda.

On a MOTION by Mr. Cervelli, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board ratified the actions of the District Manager to purchase two (2) new laptops for onsite staff, for the Sweetwater Creek Community Development District.

On a MOTION by Mr. Cervelli, SECONDED by Dr. Handler, WITH ALL IN FAVOR, the Board ratified the actions of the District Manager to purchase an additional laptop for reviewing security footage, for the Sweetwater Creek Community Development District.

NINTH ORDER OF BUSINESS – Supervisors’ Requests

Chairman Cervelli thanked Supervisor Lisotta for his years of service on the Board and sacrifices to the community and requested that a plaque be made and given to Supervisor Lisotta to commemorate his time on the Board as well as a plaque for any others who had served on the Board that would be mounted somewhere for public viewing.

On a MOTION by Mr. Cervelli, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board accepted the resignation letter as submitted by Robert Lisotta effective on August 7, 2025, for the Sweetwater Creek Community Development District.

Ms. Henley provided a brief explanation of the next steps to take for filling the vacant seat. Discussion ensued. The Board directed District Management to send out an e-blast about the vacant seat and noted that resumes should be sent to the District Manager.

TENTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda (limited to 3 minutes per individual)

ELEVENTH ORDER OF BUSINESS – Next Meeting Quorum Check: September 4, 4:00PM

All four Board members stated that they would be attending the next meeting on September 4.

TWELFTH ORDER OF BUSINESS – Adjournment

Mr. McGaffney asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Dr. Handler made a motion to adjourn the meeting.

On a MOTION by Dr. Handler, SECONDED by Mr. Cervelli, WITH ALL IN FAVOR, the Board adjourned the meeting at 5:45 p.m. for the Sweetwater Creek Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on September 4, 2025.

Signature

Signature

Printed Name

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 3

**AGREEMENT FOR DISTRICT MANAGEMENT AND
AMENITY/FIELD OPERATIONS MANAGEMENT SERVICES AND
POOL MAINTENANCE SERVICES**

This Agreement (“**Agreement**”) is made and entered into effective this 29th day of July 2025, 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 of c/o FCS Management Group, LLC, 162 S. Prairie Lakes Drive, St. Augustine, Florida 32084 (“**District**”); and

DPFG MANAGEMENT & CONSULTING, LLC D/B/A VESTA DISTRICT SERVICES, a Florida limited liability company, with an address of 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**Manager**” and, together with the District, “**Parties**”).

This Agreement is further acknowledged by:

FCS MANAGEMENT GROUP, LLC, a Florida limited liability company, with an address of 162 S. Prairie Lakes Drive, St. Augustine, Florida 32084 (“**District Manager**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance adopted in St. Johns County, Florida, for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, including, among other things, a guard house, community parks, and a recreation facility inclusive of a clubhouse, swimming pool (“**Pool**”) and related amenities facilities (together with the Pool, the “**Facilities**”), fitness center, sports court, and other related improvements; and

WHEREAS, the District desires to enter into an agreement with the Manager to provide district management services, including financial compliance and accounting services (“**District Management Services**”) and amenity/field operations management services (“**Amenity/Field Operations Management Services**”), all as further set forth in **Exhibit A** attached hereto, and the Manager has agreed to provide such services; and

WHEREAS, the District also desires to enter into an agreement with the Manager to provide maintenance and related services for the Pool; and

WHEREAS, the Manager represents that it is qualified, licensed, and insured to provide pool maintenance services and has agreed to provide to the District those services identified in the

attached **Exhibit A** and in compliance with the terms and conditions of this Agreement (“**Pool Maintenance Services**”); and

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

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

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

2. ENGAGEMENT OF SERVICES. The District agrees to engage the Manager to provide the District Management Services, Amenity/Field Operations Management Services, and Pool Maintenance Services (together, the “**Services**”). This Agreement grants to the Manager the right to enter and use District property for the purposes and uses described in this Agreement, and the Manager hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

3. PURPOSE; SCOPE OF SERVICES.

- a. District Management Services.** The Manager agrees to provide the District Management Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein. The purpose of this Agreement is for the Manager to provide professional district management services to the District pursuant to Chapter 190, *Florida Statutes*, as more particularly described herein and in **Exhibit A**. The Parties agree and acknowledge that certain of the District Management Services will be provided by a third-party contractor, FCS Management Group, LLC, to whom the term “District Manager” refers as used in this Agreement. The Manager shall enter into an agreement with the District Manager for purposes of carrying out portions of the District Management Services for the District (“**Subcontractor Agreement**”). The Manager is responsible for ensuring that, together with the District Manager, it complies with each and every applicable section of this Agreement, with the sole exception that the District Manager is not required to obtain the insurance coverages identified in Sections 10.b.iv. and 10.b.vii. In the event that the Subcontractor Agreement is terminated or otherwise no longer effective, the Manager remains responsible for providing the District Management Services described herein and in the attached **Exhibit A**. Under no circumstances shall the Manager be relieved of its obligation to provide the District Management Services contemplated herein, unless such services are terminated in accordance with the terms of this Agreement or this Agreement is otherwise no longer effective.

- b. Amenity/Field Operations Management Services.** The Manager agrees to provide the Amenity/Field Operations Management Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein. The purpose of this Agreement for professional amenity and field operations management services is for the Manager to oversee the operations, maintenance, and general management of the District's amenity facilities and field operations, as more particularly described herein and in **Exhibit A**. The Manager shall be responsible for ensuring that any and all programming for minors strictly complies with the Youth Program Safety Guidelines attached hereto as **Exhibit C**.
- c. Pool Maintenance Services.** The Manager agrees to provide the Pool Maintenance Services as detailed herein and according to the schedule described in **Exhibit A**.

 - i.** The Manager agrees to apply chemicals necessary to maintain proper chemical balance of the waters held in the Pool to ensure compliance with St. Johns County Health Department regulations, which chemicals may include but not be limited to liquid chlorine (sodium hypochlorate), non-fuming pool acid, bi-carb, shock and shock-totes, calcium chlorite, cyanurics, CYA (stabilizer) and filter powder. All chemicals shall be purchased by the District. The Manager shall not invoice the District for chemicals without prior authorization.
 - ii.** Manager shall skim the Pool surface, brush areas as needed but at least two times a week, vacuum the Pool floor as required, and conduct backwashing of filters and cleaning of filters at least once per week or more as needed to maintain water clarity. Manager shall clear the Pool deck of debris as needed and shall clean the Pool tiles surrounding the perimeter of the Pool at least once per week.
 - iii.** The Parties agree that Manager shall independently test the water chemistry of the Pool and shall keep an accurate and up-to-date written log of such tests during the term of this Agreement and for two (2) years thereafter. In the event that such tests reveal that proper water chemistry is not being maintained, Manager shall promptly notify the District of the same, and Manager will add chemicals to the Pool as necessary to maintain proper water chemistry therein. All responsibility for maintenance of the chemicals in the Pool shall accrue to and be the responsibility of Manager. The Pool chemistry shall be maintained at 7.2-7.8 PH and 2-3 PPM for chlorine.
 - iv.** Manager shall not be liable for default in the performance or discharge of its duty to deliver chemicals under this Agreement to

the extent caused by Acts of God, civil or military authority, public enemy, fire, floods, winds, storms, labor disorders, strikes, work stoppages or other labor trouble, accidents riots, civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond Manager's reasonable control.

- d. **Additional Services.** In addition to the Services described in the Agreement, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Manager. Any services not specifically provided for in the Agreement, or necessary to carry out the Services as described herein, as well as any changes in the scope requested by the District, will be considered "**Additional Services.**" If any Additional Services are required or requested, the Parties will agree on a detailed description of these services and fees for such services to the District. The Manager shall undertake the Additional Services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors ("**Board**"), of the description and fees for such services to the Manager.

4. **TERM; RENEWALS.**

- a. **District Management Services.** The District Management Services described in this Agreement shall commence as of **July 29, 2025**.
- b. **Amenity/Field Operations Management and Pool Maintenance Services.** The Amenity/Field Operations Management Services and Pool Maintenance Services described shall commence as of **August 9, 2025**, with the exception of maintenance services (as described in **Exhibit B**) to this Agreement, which shall commence as of **July 21, 2025**.
- c. Performance of all Services shall continue through September 30, 2026, unless any such Services are terminated earlier in accordance with the terms of this Agreement. This Agreement may be renewed for up to two (2) additional one (1)-year terms upon mutual written agreement of the Parties at least thirty (30) days prior to the expiration of the then-current term. Each additional one-year renewal shall be as priced in **Exhibit B**. If all renewals are exercised, this Agreement shall expire on September 30, 2028.

5. **FEES AND EXPENSES; PAYMENT TERMS.**

- a. **Fees and Expenses.**
 - i. **District Management Services.** A schedule of fees for the District Management Services, including but not limited to management services, administrative services, accounting services,

financial/assessment services, revenue collection, and dissemination agent services, is shown in **Exhibit B** to this Agreement, which is attached hereto and incorporated herein (“**District Management Fee Schedule**”). The District shall pay the Manager for the District Management Services provided under the terms of this Agreement in accordance with the District Management Fee Schedule.

- ii. **Amenity/Field Operations Management Services and Pool Maintenance Services.** A schedule of fees for the Amenity/Field Operations Management Services and Pool Maintenance Services, including but not limited to field management services, amenity management services, and pool services, is shown in **Exhibit B** to this Agreement (“**Amenity/Field Operations Management and Pool Maintenance Fee Schedule**” and, together with the District Management Fee Schedule, the “**Fee Schedule**”). The District shall pay the Manager for the Amenity/Field Operations Management Services and Pool Maintenance Services provided under the terms of this Agreement in accordance with the Fee Schedule.
- iii. **Additional Services.** The District shall compensate the Manager only for those Services provided under the terms of this Agreement. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required in accordance with the procedures detailed in section 3.d. of this Agreement.
- iv. **Changes in Scope.** In the event the District authorizes a change in the scope of services requested, the Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the provisions of this Agreement. Such amendment must be validly executed by the Parties before the Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- v. **Out-of-Pocket Expenses.** For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Manager or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

b. Payment Terms.

- i. District Management Services.** District Management Services will be billed monthly as a fixed fee pursuant to the District Management Fee Schedule attached as **Exhibit B**. The Manager acknowledges that the prices for District Management Services set forth in this Agreement are firm and that the Manager may change the prices only with the District's written consent as evidenced by a vote of the Board. Any amendment to District Management Fee Schedule must comply with the provisions of this Agreement and be evidenced in a writing executed by the Parties. Any change in fees must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any such fees or expenses. In no event shall the fees be increased to an amount which exceeds the amount of funds approved for the District Management Services in the applicable budget adopted by the Board, regardless of any pricing increase in the Subcontractor Agreement. The District Manager agrees to render monthly invoices to the District, in writing, which shall be delivered to the District on or before the fifteenth (15th) of the month in which the invoice is being billed (*e.g.*, for the District Manager to receive timely payment for Services provided for the month of May, the invoice for May shall be delivered on or before May 15th).
- ii. Amenity/Field Operations Management Services.** The Manager and the District acknowledge that the Fee Schedule in **Exhibit B** is the Manager's best estimate of the total cost to provide the Services and that the amounts therein may not reflect the actual costs of the Services. Manager is responsible for employing the individuals to provide the Services (the "**Staff**") and determining, in its sole discretion, the wages and benefits each member of the Staff will earn (the "**Wages and Benefits Amount**"). The Manager shall substantiate invoices by evidence of actual payment and individual staff time records, together with any other documentation the District may reasonably request. The Manager shall provide the District with a reporting of the Wages and Benefits Amount incurred for each staff member assigned by the Manager, as prepared by the Manager's third-party payroll processor. The staffed hours of the District's amenity facilities shall be in accordance with this Agreement and **Exhibit A** and as directed by the District's designee, its District Manager. The Manager shall provide, upon request, aggregated copies of employee time and attendance records, documenting total hours worked but not the individual names of the employee(s) unless specifically requested by the District for its reasonable purposes. Such records shall be submitted in sufficient

detail to support all amounts billed to the District. The Manager agrees to render monthly invoices to the District, in writing, which shall be delivered to the District at the office of the District Manager on or before the fifteenth (15th) of the month in which the invoice is being billed (*e.g.*, for Manager to receive timely payment for Services provided for the month of May, the invoice for May shall be delivered to the District Manager on or before May 15th).

- iii. **Pool Maintenance Services.** The Manager shall be compensated for providing the Pool Maintenance Services described in **Exhibit A** of this Agreement in accordance with the pricing detailed in the Amenity/Field Operations Management and Pool Maintenance Fee Schedule attached as **Exhibit B**. The Manager agrees to render monthly invoices to the District, in writing, which shall be delivered to the District at the office of the District Manager on or before the fifteenth (15th) of the month in which the invoice is being billed (*e.g.*, for Manager to receive timely payment for Services provided for the month of May, the invoice for May shall be delivered to the District Manager on or before May 15th).
- iv. **Prompt Payment.** All payments shall be subject to the Prompt Payment Act, Chapter 218.70, *et seq.*, *Florida Statutes*. Pursuant to Section 218.74(2), *Florida Statutes*, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, *Florida Statutes*.
- v. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 3 will be billed monthly on an hourly basis for the hours incurred at the Manager's then-current hourly rate or as otherwise authorized by the District after the District has issued its written approval, as evidenced by a vote of the Board.
- vi. **Out-of-Pocket Expenses.** Out-of-pocket expenses of the Manager are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and litigation support services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage (use of personal vehicles onsite and offsite if conducting District business), transportation/parking, lodging, courier expenses (such as Federal Express or UPS), telephone, and utilities. Subject to mutual agreement between Manager and District, these expenses will be invoiced monthly and will be due and payable thirty (30) days from the date of invoice will be billed monthly as incurred.

- vii. **Failure to Pay.** The Manager shall have the right to suspend Services being provided as outlined in this Agreement if the District fails to pay the Manager's invoices in a timely manner in accordance with the Prompt Payment Act, Section 218.70 *Florida Statutes*. The Manager shall notify the District, in writing, at least ten (10) days prior to suspending Services.
- viii. **Fees Not Contingent.** The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

6. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, and any other managers, contractors, or employees, as required, for the Manager to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

7. TERMINATION.

a. Agreement. This Agreement may be terminated as follows:

- i. By the Manager or District for "good cause," which shall include misfeasance, malfeasance, or nonfeasance by either party or any material breach of this Agreement by either party; or
- ii. Upon the dissolution or court-declared invalidity of the District; or
- iii. By the Manager or the District, for any reason, upon provision of a minimum of sixty (60) days' written notice of termination to the address noted herein.
- iv. Upon the termination of this Agreement, the Manager agrees to take all reasonable and necessary actions to transfer to the District, or to such other party as directed by the District, all the books and records of the District in the Manager's possession in an orderly fashion. The portion of the fees and any other amounts due and owing to the Manager under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement, subject to any offsets due District may have for services not performed or not performed in accordance with the Agreement. The District's obligation to make payment to the Manager of the portion of the fees and any other amounts due and owing to Manager under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

- b. **Subcontractor Agreement.** The Parties agree and acknowledge that certain of the District Management Services shall be provided by a third-party contractor, FCS Management Group, LLC, to whom the term “District Manager” refers as used in this Agreement, under a separate Subcontractor Agreement between District Manager and Manager, to which the District is not a party. The Manager and the District Manager shall provide the District with no less than thirty (30) days’ notice of any termination, expiration, or other material change to the Subcontractor Agreement. Upon receipt of such notice, the District shall have the option, in its sole discretion, to terminate the District Management Services to coincide with the termination of such services under the Subcontractor Agreement, notwithstanding any provision to the contrary herein.

8. REPRESENTATIONS AND ACKNOWLEDGMENTS.

- a. The Manager shall devote such time as is reasonably necessary to perform the Services.
- b. The Manager agrees that all Services shall be performed by skilled and competent personnel.
- c. The Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Manager agrees to take steps to repair any damage resulting from the Manager’s activities and work pursuant to the Agreement within twenty-four hours (24) hours.
- d. The Manager represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, *Florida Statutes*. The Manager further represents that no person having any such interest shall be employed by the Manager to perform the Services or any portion thereof.
- e. The District acknowledges that the Manager is not an attorney and may not render legal advice or opinions. Although the Manager may participate in the accumulation of information necessary for use in documents required by the District in order to finalize any particular matters, such information shall be verified by the District as to its correctness; provided, however, that the District shall not be required to verify the correctness of any information originated by the Manager in connection with the Services.

9. INDEMNIFICATION; SOVEREIGN IMMUNITY.

- a. **Manager Indemnification.** To the extent allowable under applicable law and except and to the extent caused by the gross negligence or willful

misconduct of the District, the Manager agrees to indemnify and hold the District and its respective officers, directors, employees, agents, successors and assigns (the District and each such person being an “**Indemnified Party**”) harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses, including without limitation, attorney’s fees suffered, sustained, incurred or required to be paid by any Indemnified Party related to or arising out of the negligent, reckless, and/or intentionally wrongful acts or omissions of the Manager and District Manager pursuant to this Agreement. In the event that the Manager receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with Manager’s indemnity obligations hereunder, the Manager shall give the District prompt notice of such proceedings and shall inform the District in advance of all hearings regarding such action, claim, suit, proceeding, or investigation. The Manager shall ensure that the indemnification obligations herein are included in the Subcontractor Agreement such that the District Manager is responsible for indemnifying each Indemnified Party according to the terms herein; however, in no event shall the Manager be relieved of its responsibility to indemnify the District and each Indemnified Party according to the terms herein, regardless of whether such indemnification obligation is included in the Subcontractor Agreement.

- b. District Indemnification.** The District agrees to indemnify, defend, and hold harmless the Manager from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to this Agreement that are caused by the wrongful acts or omissions of the District. The District’s indemnification, defense, and hold harmless obligations under this subsection shall apply only up to, and without waiving, the monetary limitations of liability and sovereign immunity protection set forth in Section 768.28, *Florida Statutes*.
- c. Indemnification Obligations.** Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- d. Sovereign Immunity.** Nothing herein shall be construed to waive or limit the District’s sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law, including to the extent that the Manager may be deemed to be an agent of the District.

10. INSURANCE.

- a.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- b.** The Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:

 - i.** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** Commercial General Liability Insurance with the following limits:

\$1,000,000	<i>General Aggregate</i>
\$1,000,000	<i>Products/Completed Operations</i>
\$1,000,000	<i>Personal & Advertising Injury</i>
\$1,000,000	<i>Each Occurrence</i>
 - iii.** Comprehensive automobile liability insurance for all vehicles used by the Manager or its employees with respect to the operation of the Facilities whether owned, non-owned or hired, with a combined single limit of \$1,000,000.
 - iv.** Employer's Liability Coverage with limits of \$250,000.
 - v.** Professional Liability Insurance with limits of \$1,000,000 (or other similar insurance coverage, which may be waived in the District's discretion).
 - vi.** Employment theft dishonesty insurance in the amount of \$500,000.
 - vii.** Abuse/molestation coverage in the amount of \$500,000.
 - viii.** Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$3,000,000.
- c.** Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its officers, supervisors, staff and employees shall be listed as additional insureds on the commercial general liability policy (including any endorsement for abuse/molestation coverage), automobile liability policy, and excess (umbrella) liability policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days

written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be canceled, materially modified, or allowed to expire during the term of this Agreement without at least thirty (30) days prior written notice to the District.

11. COMPLIANCE WITH PUBLIC RECORDS LAWS. The Manager 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 Manager 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 Manager acknowledges that the designated public records custodian for the District is **Vesta District Services** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Manager’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 Manager, the Manager 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 ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, OR BY MAIL C/O VESTA DISTRICT SERVICES, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

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

If to the District:

Sweetwater Creek Community Development District
c/o FCS Management Group, LLC
162 S. Prairie Lakes Drive

St. Augustine, Florida 32084
Attn: Sweetwater Creek CDD, District Manager

With a copy to:

Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: Sweetwater Creek CDD, District Counsel

If to the Manager:

DPFG Management & Consulting, LLC
d/b/a Vesta District Services
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: _____

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 Manager may deliver Notice on behalf of the District and the Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

13. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Manager.

14. ASSIGNMENT. Neither the District nor the Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Manager or the District without the prior written approval of the other party is void.

15. CONTROLLING LAW. The Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. The venue for all proceedings shall be in the County in which the District is located.

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

17. MERGER PROVISION. This instrument, together with its exhibits, contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings,

whether written or oral, between the Parties, with respect thereto. This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

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

19. ENFORCEMENT OF AGREEMENT; ATTORNEYS' FEES. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

22. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective

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

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

24. E-VERIFY. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Manager 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 Manager has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Manager represents that no public employer has terminated a contract with the Manager under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

25. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

26. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

27. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, the Manager represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, the Manager shall immediately notify the District. If the Manager is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

28. ANTI-HUMAN TRAFFICKING. The Manager certifies, by acceptance of this

Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Manager shall execute an affidavit, in an acceptable form to the District, in compliance with Section 787.06(13), *Florida Statutes*.

29. NO CONSTRUCTION AGAINST DRAFTING PARTY. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

(Remainder of this page is left blank intentionally)

NOW, THEREFORE, the Manager and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**DPFG MANAGEMENT & CONSULTING, LLC
D/B/A VESTA DISTRICT SERVICES**

Scott Smith

By:

Scott Smith

Its:

VP, Vesta District Services

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By:

Its:

Acknowledged by:

FCS MANAGEMENT GROUP, LLC

[Signature]

By:

HOWARD MCGAFFNEY

Its:

PRESIDENT

- Exhibit A:** Services
Exhibit B: Fee Schedule
Exhibit C: Youth Program Safety Guidelines

NOW, THEREFORE, the Manager and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**DPFG MANAGEMENT & CONSULTING, LLC
D/B/A VESTA DISTRICT SERVICES**

By:

Its:

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: *Wald J. Carl*

Chairperson Sweetwater Creek CDD
Its:

Acknowledged by:

FCS MANAGEMENT GROUP, LLC

By:

Its:

- Exhibit A:** Services
- Exhibit B:** Fee Schedule
- Exhibit C:** Youth Program Safety Guidelines

Exhibit A **Scope of Services**

I. Amenity and Field Management

Manager's Amenity and Field Management Staff at Sweetwater Creek CDD shall serve the District and community in a professional manner, providing the residents the numerous benefits of a first-class operation of the District facilities. Included within the responsibility of the complex's management is the occupation and oversight of the recreation facilities. Responsibilities include the greeting of residents, guests and potential residents as they enter the facility, registering patrons for activities and programs, monitoring the use and condition of the facility throughout the day, and attempting to resolve appropriate issues on behalf of the residents, as appropriate.

Furthermore, the management responsibility shall include professional interaction and coordination, along with contract administration, of and with other outside entities such as property management, landscape maintenance, pool maintenance, lake/pond maintenance, and other service contractors. Finally, aspects such as budgeting, policy recommendations and enforcement, safety/security recommendations, and coordination and communication with the District Board, residents and others shall be included. Attendance and reporting at District Board of Supervisors meetings will be a required job function for the management team.

a. Amenity and Field Management Staffing

i. Overview

The staffing responsibilities include all duties associated with employing the recreation staff, such as recruiting, hiring, training, overseeing, and evaluating such personnel (see "Personnel" below).

The District preliminarily anticipates that the recreation staff will consist of a Director of Amenities, Facility Manager, Janitorial/Custodial Services, Facility/Front Desk Attendants, and Maintenance Services (see "Personnel" below). Manager shall be responsible for all necessary insurance payments (including workers' compensation and professional liability insurance as required by Florida law), payroll taxes, and the provision of various benefits on behalf of its staff. Manager must maintain minimum insurance coverage levels as specified by the District and provide certificates of insurance naming the District as an additional insured. Please note, however, that the District reserves the right to enter into a separate agreement with a Professional Employment Organization (PEO) or other firm for one or more of the services identified herein and PEO's are invited to propose on the following scope of services.

ii. Personnel:

The **Director of Amenities** will be employed as a 40 hour per week, full-time position to oversee the amenity center, [field operations], and contract management on a year-round basis. The Director of Amenities will have the responsibilities of overseeing all amenity and fitness center staff and will provide a variety of programs and activities for residents. In addition, the

Director of Amenities will communicate with residents regularly via e-blasts, website, and signage to enhance the residents' awareness of upcoming events and activities, as well as their understanding of key facility policies and procedures.

The **Director of Amenities** will be responsible for the following:

- Professional interaction with and coordination with outside entities, which may include but not be limited to, coordination with District vendors, Marshall Creek CDD, the homeowner's association, landscape maintenance, and other service contractors, other governmental agencies/enforcement agencies, along with the administration of contracts with one or more of the same.
- Supports the District Manager in monitoring the performance of the District's vendors and service providers and ensure that contractual requirements are met.
- Monitor maintenance needs for District facilities and procure proposals for repair or additional service when needed.
- Oversight of recreational facilities, including processing reservation requests, monitoring the use and condition of the facility, responding to and reporting rules violations within 24 hours, documenting all incidents and resolutions, and attempting to resolve issues on behalf of the residents in accordance with District policies and procedures.
- Attention to detail and great customer service.
- Procure third-party proposals for any issue that cannot be repaired "in-house," *i.e.*, by Manager's staff at no additional cost to the District. All third-party proposals must be obtained from licensed and insured vendors in accordance with the District's procurement policies and Florida law, with a minimum of three competitive bids for any work exceeding \$5,000.
- Oversight and daily management of all on-site staff and any others under the supervision and control of the Manager.
- Enforce policies relative to the entire District; anticipate and report potential policy changes; and recommend possible solutions.
- Plan and execute multiple special events in addition to providing consistent activities throughout the year.
- Assist the District in the annual budgeting process, including preparing recreational budget projections and actual costs.
- Coordinate and communicate with the Board of Supervisors, other District staff, and others.
- Attend all Board of Supervisors meetings as requested by the District Manager.

The **Facility Manager** will be employed as a 40 hour per week, full-time position to primarily assist the Director of Amenities with the duties described above. The Facility Manager must maintain all required certifications and licenses under Florida law for this position. The Facility Manager will also provide general administrative services for the District's recreational facilities and programs. Manager shall provide qualified backup coverage during any Facility Manager absence.

The **Facility Manager** will be responsible for the following:

- Build and retain relationships daily with all residents, families, and guests while

- aiding in their safety and enjoyment of the entire facility.
- Provide consistent and thorough communication to residents via phone, email, e-blast, newsletter, website, and face-to-face interaction.
- Occupy and monitor the use and condition of the Fitness Center throughout all operating hours.
- Provide professional interaction and coordination with other outside entities such as property management, access control, and security services, and provide contract administration services for the same.
- Monitor the amenity facilities and equipment for safe conditions and usage; take appropriate and necessary actions to correct any unsafe conditions immediately upon discovery; document all safety incidents and corrective actions taken; and promptly report any safety/security concerns to the Director of Amenities, District Manager, and Board of Supervisors in writing.
- Hire and train front desk staff.
- Manage Court Reserve software and creating accounts for residents.
- Manage POS software.
- Monitor fitness center data, including attendance trends.
- Code and submit third-party invoices.
- Order cleaning supplies for facilities as needed.

The Manager will supply and manage part-time **Janitorial/Custodial** staff as needed to provide the services identified below at the frequencies identified in the chart below. The District preliminarily anticipates that Janitorial/Custodial services will be provided five (5) days per week (approximately 25-30 hours per week) year-round. Manager shall maintain detailed service logs documenting completion of all required tasks, which shall be available for District review upon request. Failure to maintain minimum service standards may result in financial penalties or contract termination.

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

Empty and replace liners in all garbage cans	Each visit
Sanitize countertops and diaper changing stations	Each visit
Sanitize all toilets, urinals, and sinks.	Each visit
Sweep and sanitize floors	Each visit
Clean all mirrors	Each visit
Wipe down and disinfect partition doors	Each visit
Restock all paper products, soaps, and toiletries	As needed
Dust all light fixtures, vents, and doorframes	Monthly
<u>Exterior/Grounds</u>	
Empty all exterior garbage cans and replace liners	Each visit
Monitor pool deck for and dispose of all trash	Each visit
Clean exterior windows and windowsills	Monthly
Clean soffits and fascia boards	As needed, at least monthly
Empty and replace liners in dog waste stations.	As needed, at least twice weekly
<u>Recreational Amenities</u>	
Arrange pool furniture and blow off decks	Each visit
Clean water fountains	Each visit
Wipe down pool furniture	Weekly
Check sand in ashtrays and clean/replenish	Monthly
High dust exterior ceiling fans and light fixtures	As needed, at least weekly
Check light bulbs and replace as needed	Each visit
Check all ceiling fans and report repairs or replacements as needed	Each visit

The Manager will manage part-time **Facility/Front Desk Attendants** at the amenity center for all facility operating hours and any necessary setup/closing services before and after operating hours. The **Facility/Front Desk Attendants** shall report to the Facility Manager and the Amenity Manager.

The **Facility/Front Desk Attendants** are responsible for the following:

- Greet residents and guests.
- Address issues and concerns of residents and guests, escalating to management as appropriate.
- Enforce District policies and rules.
- Answer calls and manage reservations.
- Maintain clean common areas.
- Promptly report any repairs needed to the Amenity Manager.

- Fill out appropriate reports for medical and behavioral events.
- Support the Director of Amenities, Facility Manager, and other managers with administrative and miscellaneous support responsibilities.

The Manager will supply and manage part-time **Maintenance** staff for forty (40) hours per week onsite. The **Maintenance** staff members shall report to the Facility Manager and the Amenity Manager. The **Maintenance** staff will be responsible for the following:

- Provide general maintenance services at the amenity center and other District recreation facilities, including:
 - Pick up debris in and around the facility including all walkways, fields, courts and perimeter of the amenity center.
 - Inspect gym equipment and repair as able.
 - Monitor condition of all doors and gates and resolve problems as able.
 - Control cobwebs and prevent other debris from accumulating on exterior walls and light fixtures.
 - Replace interior and exterior lights.
 - Replace A/C filters as needed.
 - Inspect and clean playground features periodically.
 - Clean and maintain all features associated with the pickleball courts including; nets, fencing, windscreens, playing surface etc.
- Repair minor issues that do not require a trade license, can be completed in the required timeframe, and do not require prior approval from management.
- Keep walkways clear of debris.
- Inspect the property to identify and locate any repairs needed to sidewalks, common areas, and other CDD property.
- Coordinate with the Director of Amenities for large vendor repairs and projects.
- Pressure wash CDD property as needed.
- Stripe parking lots and walkways as needed.
- Perform general groundskeeping maintenance for the District's common areas, including:
 - Lake embankments
 - Mail kiosk areas
 - Community entrances
 - Debris and trash removal
 - Preserves
 - Passive parks
 - Pergolas
 - Rights-of-way
- Empty and replace liners in dog waste stations.
- Other responsibilities as assigned by the Director of Amenities, Facility Manager, or other managers.

II. District Management

Manager will serve the District and community in a professional manner, providing the residents the numerous benefits of a first-class operation of the District facilities. The management responsibility shall include professional interaction and coordination, along with contract administration, of and with other outside entities such as property management, landscape maintenance, and other service contractors. Finally, aspects such as budgeting, policy recommendations and enforcement, safety/security recommendations, and coordination and communication with the District's Board of Supervisors ("**Board**"), residents and others shall be included. Attendance and reporting at District Board of Supervisors meetings will be a required job function for the management team.

a. District Management General Responsibilities

- i. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, landowners' meetings, continued meetings, hearings, and workshops. Arrange for time, location, and all other necessary logistics for such meetings, hearings, etc., including broadcasting public meetings via conference call, Zoom, or other communications technology to allow virtual attendance by Board members, District staff, and residents.
- ii. Monitor the performance of the District's vendors and service providers and ensure that contractual requirements are met. The District manager will be responsible for the comprehensive management, operation, and maintenance of the District's amenity facilities and common areas, including but not limited to the following:
 1. Oversight of all employees, amenity-related independent contractors, and licensees of the District.
 2. Develop and maintain the amenity and capital reserve portions of the budgets related to the District's amenities in accordance with Generally Accepted Accounting Principles (GAAP) and applicable Florida law.
 3. Coordinate necessary insurance, waivers, agreements, and other documentation through District staff to ensure all District-related activities are appropriately and legally documented to protect the District from additional liability exposure. Manager shall maintain and provide proof of comprehensive general liability insurance of at least \$2,000,000 per occurrence, workers compensation insurance, and professional liability insurance, naming the District as an additional insured. All waivers and agreements must be reviewed by District Counsel prior to implementation.
 4. Act as a liaison between District staff and the Board of Supervisors.
 5. Resolve and take ownership of any facility-related issues that may occur; communicate to the appropriate parties issues that may require additional resources, or which are beyond the Manager's expertise.
 6. Ensure all contractual obligations to the community are fulfilled with excellence; monitor vendor performance and communicate when standards are not being met.

7. Maintain timely communication with District staff, the Board of Supervisors, and support staff.
 8. Provide timely communication with residents as it relates to concerns and/or requests.
 9. Support and hold accountable all District staff to exceptional standards of service in their areas of responsibility; provide direction and support to said staff.
- iii. Ensure compliance with all statutes affecting the District, which include but are not limited to:
1. Certify Special District Update Form, as required each year.
 2. Assign and provide a Records Management Liaison Officer for reporting to the Division of Library and Information Services.
 3. Assign and provide contact person for the State Commission of Ethics for Financial Disclosure and other necessary coordination.
 4. Provide Form 1 Financial Disclosure filing information and/or documents to District Supervisors.
 5. Provide Form 1F Financial Disclosure filing information and/or documents for Supervisors whose terms end during District Manager's tenure, whether through term expiry or resignation.
 6. Monitor and provide Form 8B Memorandum of Voting Conflict to District Supervisors, as may be required from time to time.
 7. Monitor and provide updates to District organizational documents, including the Notice of Establishment, to authorities requesting and having jurisdiction.
 8. Maintain Disclosure of Public Financing and file with Department of Commerce.
 9. Prepare and submit a proposed budget for Board approval no later than June 15 of each fiscal year, in accordance with Section 190.008, Florida Statutes.
 10. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 11. Provide written notice to property owners of public hearing on the budget and its related assessments.
 12. Provide copy of the initial Public Facilities report to the County as required by law and provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made, at a minimum every seven (7) years after initial submission.
 13. File name and location of the Registered Agent and Office location each year to all authorities having jurisdiction.
 14. Provide for publication and submission of the regular meeting schedule of the Board to the County, and in a newspaper of general circulation in the area of the District, as required by Florida Statute.
 15. Provide District map and updates, as provided by the District's Engineer, as needed to authorities requesting and having jurisdiction.

16. Provide legal description and District boundary map, as provided by District's Engineer, as needed to the Supervisor of Elections.
 17. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15 of each year.
 18. Provide for public records announcement and file document of registered voter data each June.
 19. Update Supervisor names, officer positions, and contact information to the State Commission on Ethics annually or otherwise as required.
 20. Certify and file the Form DR-421 Certification for Taxing Authorities that Do Not Levy Ad Valorem Taxes with the Department of Revenue on or before November 1 each year.
 21. Provide for the appropriate advertisement templates, required language, and services in order to effectuate proper notice of all public meetings of the Board in accordance with the applicable Florida Statutes, including but not limited to, notices of public hearings on assessments; the annual budget; establishment of rates, fees, or charges; rulemaking; uniform method of collection; and all other required notices of meetings, hearings and workshops.
 22. Provide instruction to property owners regarding the general election process and forms.
 23. Respond to bondholder's requests for information in a timely manner.
 24. Implement the policies established and adopted by the Board in connection with the operations of the District.
- iii. Provide robust communication strategy, channels, and forms, etc. for District residents to contact the District Manager, including electronic communications, e-blasts, and community mailings, etc.
 - iv. Coordinate with other District staff, including the amenity management, field management, maintenance, and food and beverage golf course management providers.
 - v. Assist in the negotiation and oversight of contracts, as directed by the Board of Supervisors.
 - vi. Advise the Board on the status of negotiations, as well as contract provisions and their impacts on the District and provide contract administration services.
 - vii. Prepare and provide a monthly report of all contracts with start and expiration dates to allow for quick review of status.
 - viii. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation in advance of expiration of contracts.
 - ix. Advise the Board of any need for renewal or additional procurement activities and implement same.

- x. Monitor certificates of insurance as needed per contracts.
- xi. Answer project status inquiries from bonding companies, as required.
- xii. Staff an office location to process and respond to written, telephone, and/or e-mail inquiries from the public.
- xiii. Perform periodic performance assessments of District staff, vendors, etc., as requested by the Board.
- xiv. Proactively mitigate and manage risk and impact of management and staff turnover.
- xv. Implement and utilize effective workflow management tools for prioritization and tracking vendor projects, tasks, and activities.

b. District Management Administrative Responsibilities

- i. Prepare agendas for transmittal to the Board, District staff, and residents no less than seven (7) days prior to Board meetings.
- ii. Prepare meeting materials for other meetings, public hearings, etc., as needed.
- iii. Prepare and provide accurate minutes for all meetings, workshops, and hearings of the Board within seven (7) business days following each meeting, maintaining compliance with Chapter 286, Florida Statutes.
- iv. Provide a means of remote viewing (such as Zoom) for monthly Board meetings.
- v. Provide means for Board Members (or to the public by request) to receive a recorded video of the meeting.
- vi. Implement and maintain a document management system to create, save, and archive District documents in accordance with Chapter 119, Florida Statutes, and applicable retention schedules; upon termination of services agreement, provide all documents to the District within 30 days in an organized, searchable format.
- vii. Provide a method for Board members to access the database for research and information gathering.
- viii. Certify and file annual report to the Department of State, Division of Library and Information Services for storage and disposal of public records.
- ix. Protect the integrity of all public records in accordance with the requirements of Florida law.
- x. Respond to public records requests as required by law and in compliance with the District's public records policy and *Rules of Procedure*.

- xi. Maintain “Record of Proceedings” for the District within St. Johns County, including meeting minutes, agreements, resolutions, and other records required by law.

III. Financial Compliance and Accounting Services

a. Accounting

i. **Financial Statements:**

1. Establish Fund Accounting System in accordance with federal and state law, as well as Generally Accepted Auditing Standards (“GAAS”) and the Rules of the Auditor General. This includes the following:
 - A. Chart of Accounts; and
 - B. Vendor and Customer Master File; and
 - C. Report creation and set-up.
2. Prepare and ensure the accuracy of monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - A. Cash Investment Account Reconciliations per fund; and
 - B. Balance Sheet Reconciliations per fund; and
 - C. Expense Variance analysis.
3. Prepare and file Annual Public Depositor’s Report and distribute it to Florida Department of Financial Services.
4. Prepare and file Public Depositor’s and Indemnification Form on new accounts, as needed.
5. Facilitate banking relations with the District’s Depository and Trustee.
6. Prepare all other financial reports and ensure accuracy of the data contained in financial reports, as required by applicable law and accounting standards, and bond trust indenture requirements.
7. Account for assets constructed by or donated to the District for maintenance.
8. On or before October 1st of every year prepare an annual inventory of all District-owned tangible personal property and equipment in accordance with all applicable rules and standards.
9. Provide audit support to auditors for the required annual audit, as follows:
 - A. Review statutory and bond indenture requirements.
 - B. Prepare Audit Confirmation Letters for independent verification of activities.
 - C. Prepare all supporting accounting reports and documents as requested by the auditors.
 - D. Respond to auditor questions.
 - E. Review and edit draft report.
 - F. Prepare year-end adjusting journal entries as required.
10. Provide for transmission of the audit to all authorities having jurisdiction, as required by law.

11. Provide and file the Annual Financial Report, Bond Financing Reporting, and Financial Audit Report on or before the filing deadline(s) each year.

ii. Budgeting:

1. Prepare budget and backup material for and present the budget at all budget meetings, public hearings, and workshops. The budget is to be prepared in accordance with state law standards and requirements and shall be consistent with applicable Government Finance Officers Association (“GFOA”) and Governmental Accounting Standards Board (“GASB”) standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
2. File all required documentation to the Department of Revenue, Auditor General, St. Johns County, and all other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget-related public hearings and workshops.
4. Prepare all budget amendments on an ongoing basis as needed and additionally when requested by the Board.
5. Assist the Board in and during the process to retain an auditor and cooperate and assist in the performance of the audit by the District’s independent auditor.

iii. Accounts Payable/Receivable:

1. Administer the processing, review and approval, and payment of all invoices and purchase orders.
2. Ensure timely payment of vendor invoices and purchase orders.
3. Manage vendor information per W-9 reports.
4. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
5. Maintain checking accounts with qualified public depository, including reconciliation to reported bank statements for all accounts and funds.
6. Prepare year-end 1099 Forms for vendor payments, as applicable, and file reports with the IRS, as applicable.
7. Ensure monthly Vendor Payment Report (i.e., O&M Expenditures) reflects the current month and is never in arrears.
8. Provide monthly running balance report that ties back to monthly balance sheet and transaction history.

iv. Capital Program Administration:

1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process construction requests, including:
 - A. Vendor Contract completion status; and
 - B. Verify Change Orders for materials; and
 - C. Check for duplicate submittals; and

- D. Verify allowable expenses per Bond Indenture agreements such as Contract Assignment, Acquisition Agreement, Project Construction and Completion Agreement, as applicable.
3. Oversee and implement bond issuance related compliance, including but not limited to: coordination of annual arbitrage report, transmittal of annual audit and budget to the Trustee, transmittal of annual audit and other information to dissemination agent (if other than District Manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual and/or quarterly disclosure reporting, updates, etc.
4. Provide asset tracking for improvements to be transferred and their value for removal from the District's Schedule of Property Ownership.
5. Provide for appropriate bid and/or proposal or qualifications processes for construction projects.

v. Purchasing:

1. Assist the Board in selection of vendors as needed for services, goods, supplies, and materials.
2. Obtain pricing proposals as needed and in accordance with District rules and Florida law.
3. Prepare RFPs for administrative services, as needed, such as audit services, legal services, and engineering services.
4. Prepare and process requisitions for capital expenses, in coordination with the District's Engineer.
5. Ensure best price for the value when procuring products, materials, services, and labor by obtaining a minimum of three (3) competitive quotes where practicable, maintaining detailed documentation of all procurement decisions, and adhering to the District's procurement policies and procedures.

vi. Risk Management:

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District's Engineer and counsel, of the appropriate amount and type of insurance.
3. Procure all necessary insurance for the District at competitive market rates, subject to Board approval, and maintain documentation of all insurance procurement efforts.
4. Process and assist in the investigation of insurance claims, in coordination with the District's legal counsel.
5. Review insurance policies and coverage amounts of District vendors.
6. Provide an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
7. Maintain and monitor Certificates of Insurance for all service and contract vendors.
8. Investigate eligibility for and prepare application(s) for FEMA grants and other available funding when available, as needed.

b. Financial and Revenue Collection

i. **Administer Prepayment Collection:**

1. Provide payoff information and pre-payment amounts upon request of property owners. Payment may be required.
2. Monitor, collect, and maintain records of pre-payment of assessments.
3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bondholders, and reporting agencies.

ii. **Administer Assessment Roll Process:**

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties, or other assessable lands.
4. Convert final assessment roll to St. Johns County Property Appraiser or Tax Collector format and remit to St. Johns County.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to St. Johns County.

iii. **Administer Assessments for Off Tax Roll parcels/lots:**

1. Maintain and update current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
3. Monitor collection of direct invoices and prepare and send delinquent/collection notices, as necessary.

iv. **True-Up Analysis:**

1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue, as necessary.
2. Prepare true-up calculations and invoice property owners for true-up payments, as necessary.

c. Additional Services

i. **Financial Reports:**

1. Modifications and Certification of Special Assessment Allocation Report.
2. True-Up Analysis:

- A. Should certain modifications be made to a Special Assessment Allocation Report, a review of the current platted and un-platted lots compared to the original development plan may be required to ensure adequate collection of assessment revenue.
 - B. Should it be required, prepare true-up calculations and invoice property owners for true-up payments.
- 3. Refinancing analysis.

ii. **Bond Issuance Services:**

- 1. Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
- 2. Prepare Master and/or Preliminary Special Assessment Allocation Report and present to District board and staff as needed.
- 3. Prepare or provide signatures on all closing documents, certificates, or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

iii. **Bond Validation Services:**

- 1. Prepare Bond Validation Report determining the “not-to-exceed” par amount of bonds to be issued by the District and present to Board as part of the Bond Resolution.
- 2. Provide expert testimony at bond validation hearing in Court having jurisdiction.

iv. Services related to amendment to District boundaries, as needed.

v. Preparation of Grant Applications, as needed.

vi. Services as Escrow Agent, as needed.

d. Additional Services Provided to Third Parties

i. **Issue Estoppel Letters as Needed for Property Transfers:**

- 1. Prepare estoppel letter(s) reflecting current District assessment information as required for sale or transfer of residential or commercial property within the District, upon request.
- 2. Issue lien releases for properties which prepay within the District.

ii. **Bond Prepayment Processing:**

- 1. Collect bond prepayments, both short term and long term bonds, verify amounts, and remit to Trustee with deposit instructions.
- 2. Maintain collection log showing all parcels that have prepaid assessments.
- 3. Prepare, execute, and issue release of lien to be recorded in public records.

IV. Pool Maintenance Services

- a. The Manager shall provide the following services at a frequency of three (3) days per week year-round:
 - i. Check water quality/complete log
 - ii. Test for free available chlorine, combined chlorine, total chlorine, pH, acid demand, base demand, total alkalinity, calcium hardness, cyanuric acid and temperature as needed
 - iii. Manually skim, brush, vacuum, and clean tiles
 - iv. Operate filtration and recirculation system, cleaning when necessary
 - v. Inspect valves for leaks, bolts, GFCI for proper operation and water levels
 - vi. Maintain proper flow rate and clean condition

Exhibit B
Fee Schedule

Scope of Services Per RFP		FY26*	FY27*	FY28*
Management Services	Including conducting Board meetings, administration, policy implementation, statutory compliance, filings and notices, contract management, proposal coordination, Board advisement, public inquiry responses.	\$18,000	\$18,540	\$18,910
Administrative Services	Including meeting minutes preparation, records retention per Chapter 119, F.S., public records requests handling, agenda preparation and delivery.	\$12,000	\$12,360	\$12,607
Accounting Services	Including financial statements preparation, accounts payable/receivable, asset and investment tracking, annual budgeting, purchasing/risk management, capital administration, state and bond-related filings, trust account monitoring	\$16,722	\$17,223	\$17,568
Financial/Assessment Services and Revenue Collection	Including assessment billing and collection, assessment roll certification, direct billing, true-up analysis, property owner inquiries	\$5,000	\$5,150	\$5,253
Dissemination Agent Services	Performing Continuing Disclosure Agreement obligations and acting as Dissemination Agent	\$5,000	\$5,150	\$5,253
Field Management Services	Including oversight of landscape/service contractors, Board meeting attendance, deficiency notifications, RFP development, annual budgeting assistance, facility maintenance oversight	\$10,000	\$10,500	\$11,025
Amenity Management Services	Including recreation facilities oversight, access card issuance, facility usage and condition monitoring, rules enforcement and violation resolution, and maintenance services provided by full-time maintenance technician	\$416,352	\$431,222	\$444,780
Sub Total Annual Fee (per RFP)		\$483,074	\$500,145	\$515,396
Pool Services	Pool servicing to be provided by 40 hour/week Maintenance Tech.	\$0 (included with maintenance services)	\$0 (included with maintenance services)	\$0 (included with maintenance services)
Pool Chemicals	Estimate for pool chemicals to be paid directly by the District.	\$30,000	\$30,000	\$30,000
Total Annual Fee		\$513,074	\$530,145	\$545,396

*Price includes 40 hours a week maintenance services.

Exhibit C **Youth Program Safety Guidelines**

Introduction

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

Purpose

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

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

Protection and Prevention

Volunteer and Employee Screening Procedures: Screening procedures are to be used with Licensee's paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Level 2 background screening pursuant to section 435.04, *Florida Statutes*, and/or section 409.175, *Florida Statutes*, shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors and for any person who directly oversees and/or exerts control or oversight over minors, with rescreening required every two (2) years. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

Supervision Procedures

Unless an extenuating situation exists, Licensee:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor facilities during activities involving minors.
- Will endeavor to release minors (here, "minors" is defined as children ages 15 and younger)

only to a parent, guardian, or provided list of emergency contacts consented to in writing by a parent and/or guardian.

- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under age five (5) should be accompanied to the restroom and the paid staff or volunteer should wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a “buddy system” whenever minors go on trips off of District property.
- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.
- Will designate a “confidential counselor” to whom any minor can go at any time, without special permission, to discuss any problems he or she is having.

Behavioral Guidelines for Paid Staff and Volunteer

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- At least two unrelated paid staff or volunteers must be present at all times when minors are present, except in emergency situations. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.
- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to the confidential counselor or other with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, it must only occur in open, visible spaces with other adults present in the vicinity and with prior approval by another individual with supervisory authority.

- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

Disqualification

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

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

EXHIBIT 4

Fitness Center:**Staff:**

Hired two new employees.

All staff trained on new Paycom system and introduced the incoming MaintainX concept.

Cheryl and I updated our Emergency Action Plan and emailed it to all staff as well as printed it out for the front desk permanent forms folder.

The truck is in use by both Maintenance and Janitorial employees.

Jamie received training for our new app, MaintainX. He has responded to and completed no fewer than 80 requests.

Equipment:

Cardio repairs

Spin bike maintenance by vendor

Building:

Please see MaintainX

Village Key replaced a piece of equipment so that our security system is more consistent.

The Agreements for Earthscapes with the Bocce Ball courts has been signed and the deposit check requested. Scheduling of that installation should be within the next two weeks.

Ordered a new wreath for entrance.

Attendance in the Fitness Center increased in all areas, pool, gym, classes etc now that school has resumed.

Neighborhood:

Please see MaintainX

Taylor Trees removed trees from two conservation areas behind resident housing. An additional tree was removed from CDD property on Rio del Norte

The fountain on Rio del Norte broke, was repaired, broke again. Burchfield electric did extensive investigating and found several areas of corrupted wiring. They are submitting an estimate for pulling new wires.

Restriping of Ensenada park parking lot spaces.

Cleaning and maintenance of basketball court.

Envera repaired equipment at the gate. We are in process of replacing other equipment at the same location.

Landscaping:

Each Monday morning I rode with Mike Woolridge to go over the prior week's efforts and to point out areas of need. We also rode with the District Manager and the Chair to create a list of priorities of sod repair to large projects for the whole community.

Met with Duval's Landscape Architect to put together a plan for upgrading the whole front area of the Fitness Center. Smaller projects had been estimated but the goal of a fluid continual look for the whole property is what we decided is best for the facility.

The Agreement with SportzTurf for artificial turf at Privado has been signed and the deposit check requested. That project should be scheduled in the next two weeks.

Mac, Jamie and I rode with our District Engineer, Mike Silverstein to go over the meters on our Property. Checking these meters intermittingly is something that we can do in house.

East Coast Wells repaired our new well/pump on Las Calinas. It is up and working.

Residential:

Review of another video for an accident at the gate.

Pickleball:

Upgraded our subscription to allow it to include Swish. Swish is software that will help us elevate our league performance. This project is in progress.

Memberships: 790

EXHIBIT 5

Work Orders List for 07/01/2025 - 08/27/2025



WORK ORDER INFO	LOCATION & ASSET		DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #1 Install new lock on ice machine located in pool area Type: Other Medium Project Jamie Wagenaar			07/25/2025 ✓ Done Completed by Jamie Wagenaar on 07/25/2025	Total Time 1h 0m 0s	
ID: #4 Install water fountain next to ice machine Type: Reactive Medium Jamie Wagenaar	Swimming Pool	Parent: Sweetwater Creek CDD	07/25/2025 ✓ Done Completed by Jamie Wagenaar on 07/25/2025		
ID: #6 Clean out water fountain Type: Reactive Medium Jamie Wagenaar	Parking Lot	Parent: Sweetwater Creek CDD	07/31/2025 ✓ Done Completed by Jamie Wagenaar on 07/25/2025	Total Time 3h 0m 0s	
ID: #7 Replace light bulbs in fitness center Type: Reactive Low Jamie Wagenaar	Fitness Center	Parent: Sweetwater Creek CDD	✓ Done Completed by Jamie Wagenaar on 07/25/2025		

WORK ORDER INFO	LOCATION & ASSET		DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #8 Replace air filter in air handler Type: Preventive High Jamie Wagenaar	Fitness Center	Parent: Sweetwater Creek CDD	07/31/2025 ✓ Done Completed by Jamie Wagenaar on 07/25/2025		
ID: #10 Replace VAV's filters Type: Preventive High Jamie Wagenaar	Fitness Center	Parent: Sweetwater Creek CDD	07/26/2025 ✓ Done Completed by Jamie Wagenaar on 07/25/2025		
ID: #12 Replace outlet cover Type: Reactive Low Jamie Wagenaar	Fitness Center	Parent: Sweetwater Creek CDD	✓ Done Completed by Jamie Wagenaar on 07/25/2025		
ID: #16 Get hallway water fountain going again Type: Reactive Low Jamie Wagenaar	Fitness Center	Parent: Sweetwater Creek CDD	✓ Done Completed by Jamie Wagenaar on 07/28/2025		
ID: #17 Check out helix machine for boise Type: Reactive Medium Jamie Wagenaar			✓ Done Completed by Jamie Wagenaar on 07/28/2025		

WORK ORDER INFO	LOCATION & ASSET		DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #18 Check squat machine Type: Reactive Jamie Wagenaar	Gym	Parent: Sweetwater Creek CDD	 Done Completed by Jamie Wagenaar on 07/28/2025		
ID: #19 Check water softner Type: Reactive Medium Jamie Wagenaar	Fitness Center	Parent: Sweetwater Creek CDD	 Done Completed by Jamie Wagenaar on 07/28/2025		
ID: #20 Wasp nests near pool room Type: Reactive Jamie Wagenaar	Swimming Pool	Parent: Sweetwater Creek CDD	 Done Completed by Jamie Wagenaar on 07/28/2025		
ID: #22 Install new lockbox at guard shack Type: Reactive Jamie Wagenaar	Guard House/Las Calinas Gate	Parent: Sweetwater Creek CDD	 Done Completed by Jamie Wagenaar on 07/28/2025		
ID: #25 MaintainX Training-Erin Type: Reactive High Training and Development Howard McGaffney Erin Gunia	Sweetwater Creek CDD		07/26/2025  Done Completed by Howard McGaffney on 07/29/2025		

WORK ORDER INFO	LOCATION & ASSET		DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #26 Training and Development-Jamie Type: Reactive High Training and Development Howard McGaffney Jamie Wagenaar	Sweetwater Creek CDD		07/26/2025 ✓ Done Completed by Howard McGaffney on 07/29/2025		
ID: #11 Replace VAV's filters Type: Preventive High Jamie Wagenaar	Fitness Center	Parent: Sweetwater Creek CDD	10/25/2025 ✓ Done Completed by Jamie Wagenaar on 07/29/2025		
ID: #21 Lockbox install Type: Reactive Medium Jamie Wagenaar	Parking Lot	Parent: Sweetwater Creek CDD	✓ Done Completed by Jamie Wagenaar on 07/29/2025		
ID: #9 Replace air filter in air handler Type: Preventive High Jamie Wagenaar	Fitness Center	Parent: Sweetwater Creek CDD	10/25/2025 ✓ Done Completed by Jamie Wagenaar on 07/29/2025		
ID: #27 Replace air filter in air handler Type: Preventive High	Fitness Center	Parent: Sweetwater Creek CDD	01/25/2026 ✓ Done Completed by Jamie Wagenaar on 07/29/2025		

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Jamie Wagenaar				
ID: #2 De-scale the fountain inside the fitness center Type: Reactive Medium Inspection Project Erin Gunia		✓ Done Completed by Erin Gunia on 07/29/2025		
ID: #5 Replace light bulbs above equipment Type: Reactive Medium Erin Gunia Jamie Wagenaar	Gym	Parent: Sweetwater Creek CDD 12/31/2025 ✓ Done Completed by Erin Gunia on 07/29/2025		
ID: #13 Replace ceiling lights in aerobics room Type: Reactive Medium Erin Gunia Jamie Wagenaar	Fitness Center	Parent: Sweetwater Creek CDD 12/31/2025 ✓ Done Completed by Erin Gunia on 07/29/2025		
ID: #47 Trim branches Type: Reactive Erin Gunia	Sweetwater Creek CDD	07/29/2025 ✓ Done Completed by Erin Gunia on 07/29/2025		
ID: #31 Install drinking	Sweetwater Creek CDD	07/29/2025 ✓ Done		

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
fountain Type: Reactive Low Erin Gunia		Completed by Erin Gunia on 07/29/2025		
ID: #29 Trim Type: Reactive Low Erin Gunia	Sweetwater Creek CDD	07/29/2025 Done Completed by Erin Gunia on 07/29/2025		
ID: #30 Remove chairs Type: Reactive Low Erin Gunia		07/29/2025 Done Completed by Erin Gunia on 07/29/2025		
ID: #43 Copy of keys made Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	Done Completed by Erin Gunia on 07/29/2025		
ID: #45 Meet with electrician Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	Done Completed by Erin Gunia on 07/29/2025		
ID: #40 Train pool chem check Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	Done Completed by Erin Gunia on 07/29/2025		

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #39 Replace air filters Type: Reactive Erin Gunia	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 07/29/2025		
ID: #37 Change bulbs Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 07/29/2025		
ID: #35 Replace bulbs Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	07/29/2025  Done Completed by Erin Gunia on 07/29/2025		
ID: #36 Add salt Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 07/29/2025		
ID: #32 Clean fountain Type: Reactive Erin Gunia	Sweetwater Creek CDD	07/29/2025  Done Completed by Erin Gunia on 07/29/2025		
ID: #38 Log installed on Ice Machine. Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 07/29/2025		

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #42 Install lock box at guard shack Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 07/29/2025		
ID: #33 Fix helix Type: Reactive Low Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	07/29/2025  Done Completed by Erin Gunia on 07/29/2025		
ID: #46 Fix playground net Type: Reactive Erin Gunia Jamie Wagenaar	Ensenada Park Parent: Sweetwater Creek CDD	 Done Completed by Erin Gunia on 07/29/2025		
ID: #44 Cleaned and organized shed Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 07/29/2025		
ID: #41 Install lock box at gym Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 07/29/2025		
ID: #34 Fix squat machine Type: Reactive Erin Gunia	Sweetwater Creek CDD	07/29/2025  Done Completed by Erin Gunia on 07/29/2025		

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Jamie Wagenaar				
ID: #48 Fix chair Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 07/30/2025		
ID: #50 Trim stem Type: Reactive Medium Jamie Wagenaar	Sweetwater Creek CDD	08/08/2025  Done Completed by Jamie Wagenaar on 08/08/2025		
ID: #52 Clean curb-landscape dripping Type: Reactive Medium Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	08/16/2025  Done Completed by Jamie Wagenaar on 08/08/2025		
ID: #49 Drain water Type: Reactive Howard McGaffney Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Jamie Wagenaar on 08/08/2025		
ID: #53 Restrap pedals Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	08/12/2025  Done Completed by Erin Gunia on 08/11/2025		

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #55 Paint walls -touch up Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #56 Touch up stain in window ledges Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #57 Replace bulbs Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #58 Repair lock on door Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #59 Remove section of old fence Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #60 White Ox curbs and sign Type: Reactive Erin Gunia	Guard House/Las Calinas Gate Parent: Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Jamie Wagenaar				
ID: #61 Paint light poles Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #62 Fix stucco-multiple locations Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #63 Fix vacuum cord Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #64 Empty Doggie pot Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #65 Purchase supplies for projects Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #66 Cut limb Type: Reactive Erin Gunia	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Jamie Wagenaar				
ID: #67 Multiple landscape requests Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD Guard House/Las Calinas Gate Parent: Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #68 Clean up curb at gate Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD Guard House/Las Calinas Gate Parent: Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #69 Check fountain pump Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #70 Water softener refill Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #72 Remove dead shrubs Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #73 Meet with Fidus Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #74 Stripe test for parking lots Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #75 Clean acid tank Type: Reactive Erin Gunia Jamie Wagenaar	Swimming Pool Parent: Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #76 Basketball net replace Type: Reactive Erin Gunia Jamie Wagenaar	Ensenada Park Parent: Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/14/2025		
ID: #78 Trim pool trees Type: Reactive Erin Gunia Jamie Wagenaar	Swimming Pool Parent: Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/18/2025		
ID: #79 Striping Type: Reactive Erin Gunia Jamie Wagenaar	Guard House/Las Calinas Gate Parent: Sweetwater Creek CDD	08/19/2025  Done Completed by Erin Gunia on 08/19/2025		

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #80 Paint poles Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	08/19/2025 Done Completed by Erin Gunia on 08/19/2025		
ID: #83 Add depth marker sign Type: Reactive Erin Gunia Jamie Wagenaar	Swimming Pool Parent: Sweetwater Creek CDD	08/22/2025 Done Completed by Erin Gunia on 08/22/2025		
ID: #81 Clear areas around meters Type: Reactive High Jamie Wagenaar	Sweetwater Creek CDD	08/28/2025 Done Completed by Jamie Wagenaar on 08/22/2025		
ID: #82 Broken chair Type: Reactive Medium Jamie Wagenaar	Pickleball Court Parent: Sweetwater Creek CDD	08/30/2025 Done Completed by Jamie Wagenaar on 08/22/2025		
ID: #24 Dead Tree in Conservation Area-382 Medio Dr. Type: Reactive High Inspection Dead Tree Report	Sweetwater Creek CDD	08/08/2025 Done Completed by Erin Gunia on 08/25/2025		

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Howard McGaffney Erin Gunia				
ID: #77 Dead Tree Type: Reactive High Landscape Inspection Landscaping	Sweetwater Creek CDD	08/23/2025  Done Completed by Erin Gunia on 08/25/2025		
Howard McGaffney Erin Gunia Mike Wooldridge				
ID: #87 Check doggie pot station Type: Reactive Erin Gunia Jamie Wagenaar		08/25/2025  Done Completed by Erin Gunia on 08/25/2025		
ID: #89 Add hitch to truck Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	 Done Completed by Erin Gunia on 08/25/2025		
ID: #54 Sand and paint Type: Reactive Erin Gunia Jamie Wagenaar	Sweetwater Creek CDD	08/23/2025  Done Completed by Erin Gunia on 08/26/2025		

WORK ORDER INFO	LOCATION & ASSET		DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
ID: #92 Replace shower heads Type: Reactive Erin Gunia Jamie Wagenaar	Women's Restroom	Parent: Sweetwater Creek CDD	08/28/2025  Done Completed by Erin Gunia on 08/27/2025		
ID: #93 Valve repair on pool pump Type: Reactive Medium Erin Gunia Jamie Wagenaar	Swimming Pool	Parent: Sweetwater Creek CDD	08/26/2025  Done Completed by Erin Gunia on 08/27/2025		
ID: #95 Clean and shape basketball court Type: Reactive Erin Gunia Jamie Wagenaar	Ensenada Park	Parent: Sweetwater Creek CDD	08/27/2025  Done Completed by Erin Gunia on 08/27/2025		
ID: #96 Fix hole in road Type: Reactive Erin Gunia Jamie Wagenaar			 Done Completed by Erin Gunia on 08/27/2025		

EXHIBIT 6

EXHIBIT 7

EXHIBIT 8



Align the future. ReAlign the past.

Customized Website Maintenance Proposal
for:

**Sweetwater Creek
Community Development District**

August 20, 2025

Project Scope

Website Design Overview

1. Project Background and Description

Sweetwater Creek CDD (the client) is seeking to maintain the existing website. **ReAlign Web Design (the company)** created the website and is knowledgeable of its current setup, maintenance, security, and hosting. The company is committed to providing seamless website support directly to the CDD.

The website was created to be compliant with WCAG 2.1 AA standards and features accessibility enhancement software. It was also created to be compliant with Florida statutes that govern CDDs.

2. Project Scope

Website Maintenance:

- Security including antivirus, firewall and SSL encryption
- Software updates for WordPress, the website theme, and all website plugins
- Full software compatibility and conflict checks
- Databases and related software including MySQL and PHP
- Domain settings and DNS records
- Minor content revisions and additions
- 24/7 uptime monitoring with real time alerts
- Backup management with two redundancies
- Performance monitoring and optimization
- Guidance on web accessibility best practices

Website Hosting:

- Secure, fast, private web hosting
- WHM and cPanel licensing
- 99% uptime guarantee

Any significant revisions or development to the website including new forms, reservation systems, and payment options may be subject to a design fee and will be quoted.

3. Price

The total scope of services fee is \$91 per month billed annually for \$1,092.

4. ADA Monitoring and Testing (Optional) - \$240 Quarterly

The company will facilitate the performance of quarterly ADA compliance audits and provide summary reports. The reports will detail the methods of testing, results, and recommendations (if any). Consultation for remediation services is available if any deficiencies are found.

Indemnification: The Company warrants that all accessibility compliance seals warrant a passing grade from the UserWay accessibility testing widget or Axe Dev Tools at the time of testing according to the standards set forth by the respective platform. The Company does not independently verify the accuracy of accessibility tests. The Client specifically recognizes and acknowledges that ADA Section 508 guidelines and WCAG 2.1 guidelines are constantly changing and that at the time of this Agreement there is no single definitive authority on digital accessibility standards. Upon acceptance of the completed website, the Client assumes title to the website along with all responsibility for maintaining ADA 508 and WCAG 2.1 conformity and compliance. At the moment of transfer of title of the website to the Client and thereafter in perpetuity, the Client shall indemnify, defend and hold Company and its owners, shareholders, officers, directors, partners, partnerships, affiliates, subsidiaries, divisions or employees, authorized agents, independent contractors and permitted assigns ("Company Indemnified Parties") harmless from and against any and all claims, suits, actions, demands, and proceedings of any kind ("Claims"), threatened, asserted or filed against Company or any and all Company Indemnified Parties by any third party, and any damages, losses, expenses, liabilities or costs of any kind (including but not limited to reasonable attorneys' fees, witness fees and court costs) which may be incurred in connection with such Claims (including those necessary to successfully establish the right to indemnification), regarding non-compliance with any ADA Section 508 guidelines and WCAG 2.1 guidelines or similar regulations and cannot be held liable for any lawsuits arising therefrom.

EXHIBIT 9



Align the future. ReAlign the past.

Customized Email Management Proposal
for:

**Sweetwater Creek
Community Development District**

August 20, 2025

Project Scope

Email Accounts Overview

1. Project Background and Description

Sweetwater Creek CDD (the client) is seeking managed email accounts for five board members.

2. Project Scope

Email Management:

- Procurement of five email licenses.
- Setup of DNS records and propagation.
- Email address setup and delivery.
- Availability for email service troubleshooting.

3. Product

Microsoft 365 Outlook

\$15/User/Month



- 50 GB email storage (~250,000 emails).
- Custom email addresses on the SweetWaterCreekCDD.com domain.
- Proactive protection against spam, malware, and phishing attempts with Advanced Email Security.
- Sync across mobile, desktop, Apple Mail, and other platforms.
- *Optional: Email Backup +\$4/User/Month.*

4. Costs

Annual Costs for Sweetwater Creek CDD:

- Microsoft 365 Outlook – \$900.00
 - With Email Backup – \$1,140.00

Products are billed annually and are subject to change based on retail license costs.

EXHIBIT 10

**Sweetwater Creek Community Development District
Performance Measures/Standards and Annual Reporting
Form 10/1/2025-9/30/2026**

1. Public Meeting Compliance

Goal: Hold regular Board of Supervisors Meetings at least 10 times during FY 2026

Measurement: Number of regular Board meetings held as verified with meeting minutes

Achieved: _____; No _____

2. Access to Records Compliance

Goal: Ensure that meeting minutes and other public records are available and accessible to the public

Measurement: District staff will review District's website at least once every 6 months to verify documents or links are provided on the District's website

Achieved: _____; No _____

3. District Engineer Site Inspection

Goal: Ensure that District Engineer conducts annual inspection of the infrastructure owned by the District

Measurement: The District Engineer will report to the Board when this inspection has occurred

Achieved: _____; No _____

4. Annual Budget Preparation

Goal: Approve the preliminary budget for FY 2027 by date set by St. Johns County and Adopt the final budget for FY 2027 by date set by St. Johns County

Measurement: Preliminary budget approved and final budget adopted by dates set by St. Johns County

Achieved: _____; No _____

5. Financial Audit

Goal: Accept the FY 2025 annual audit by July 1, 2026

Measurement: Whether the Board approves a motion to accept the annual audit before July 1, 2026

Achieved: _____; No _____

EXHIBIT 11

RESOLUTION 2025-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sweetwater Creek Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

1. **DESIGNATION OF REGISTERED AGENT.** _____ is hereby designated as Registered Agent for the District.

2. **REGISTERED OFFICE.** The District's Registered Office shall be located at _____.

3. **FILING.** In accordance with Section 189.014, Florida Statutes, the District's Secretary is hereby directed to file certified copies of this resolution with the County and the Florida Department of Economic Opportunity.

4. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 4th day of September, 2025.

ATTEST:

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT 12

EXHIBIT 13