



***SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Tuesday
November 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 **Tuesday, November 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: Tuesday, November 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. 7](#)
- IV. Consent Agenda**
 - A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on October 2, 2025 [Exhibit 2](#)
[Pgs. 9-13](#)
 - B. Consideration for Acceptance – The September 2025 Unaudited Financial Statements [Exhibit 3](#)
[Pgs. 15-39](#)
 - C. Ratification of FY 2025 Performance Standards & Measures [Exhibit 4](#)
[Pgs. 41-43](#)
 - D. Ratification of District Spending Authority/Procurement Policy [Exhibit 5](#)
[Pg. 45](#)
- V. Staff Reports**
 - A. Landscape Report [Exhibit 6](#)
[Pgs. 47-62](#)
 - B. District Engineer
 - C. District Counsel
 - D. District Manager
 - E. General Manager's Report [Exhibit 7](#)
[Pgs. 64-66](#)
- VI. Business Items**
 - A. Discussion of Irrigation Technician
 - B. Consideration of Request for Proposals for Landscaping Services and Approval of Evaluation Criteria

VI. Business Items – continued

- C. Consideration & Adoption of **Resolution 2026-02**, Approving Request for Proposal Documents for Landscape Maintenance Services [Exhibit 8](#)
[Pgs. 68-132](#)
1. RFP Notice
 2. Evaluation Criteria
 3. RFP Project Manual
- D. Authorization of Staff Expenses Related to O&M Assessment Changes
1. Consideration of Matthews DCCM Professional Engineering Services Proposal – Supplement Engineers Report [Exhibit 9](#)
[Pgs. 134-146](#)
 2. Consideration of Vesta District Services Supplemental Methodology Report Proposal
 3. Consideration of FCS Management Group District Manager Fee
- E. Consideration of Pine Straw Removal & Mini Pine Bark Nugget Installation Proposal Options [Exhibit 10](#)
[Pgs. 148-154](#)
1. AL Dirtworks, LLC - \$50,680.00
 2. Duval Landscape Maintenance
 - a. Fitness Center - \$9,160.00
 - b. Privado Park - \$7,080.00
 3. First Coast Mulch
 - a. Fitness Center - \$4,505.00
 - b. Privado Park - \$2,650.00
- F. Consideration of First Coast Mulch Playground Mulch Installation Proposal - \$3,600.00 [Exhibit 11](#)
[Pg. 156](#)
- G. Consideration to Change December Meeting Date from Thursday, December 4, 2025, at 4:00 p.m. to Tuesday, December 2, 2025, at 4:00 p.m.

VII. Discussion Topics

- A. Amendment to Restated & Amended Interlocal Agreement
Between Sweetwater Creek CDD & Marshall Creek CDD
- B. Envera Agreement Status Update
- C. Onda Lane & Park Status Update

VIII. Supervisors' Requests

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

X. Next Meeting Quorum Check: December 2 at 4:00PM

Kristen Cohen	☐ 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 COMMU- NITY 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 Tuesday, November 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://sweetwatercreekcdd.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://sweetwatercreekcdd.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
Oct. 27, 2025; #11769649

EXHIBIT 2

1 **MINUTES OF MEETING**

2 **SWEETWATER CREEK**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Sweetwater Creek Community
5 Development District was held on Thursday, October 2, 2025 at 4:00 p.m., at the 1865 N. Loop Pkwy, St.
6 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	Board Supervisor, Assistant Secretary
13	Stephen Handler	Board Supervisor, Assistant Secretary
14	Kristen Cohen (<i>appointed & sworn in</i>)	Board Supervisor, Assistant Secretary

15 Also, present were:

16	Howard McGaffney	District Manager, FCS Management Group
17	Mary Grace Henley	District Counsel, Kilinski Van Wyk PLLC
18	Jennifer Kilinski (<i>via phone</i>)	District Counsel, Kilinski Van Wyk PLLC
19	Brandon Marcinel (<i>via phone</i>)	District Engineer, Matthews DCCM
20	Christina Evans (<i>via phone</i>)	District Engineer, Matthews DCCM
21	Erina Gunia	General Manager, Sweetwater Creek CDD
22	Cheryl Blythe	Assistant Manager, Sweetwater Creek CDD
23	Mike Woolridge	Duval Landscape Maintenance, LLC
24	Joshua Boucher	Duval Landscape Maintenance, LLC

25
26 *The following is a summary of the discussions and actions taken at the October 2, 2025 Sweetwater Creek*
27 *CDD Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records*
28 *request by emailing PublicRecords@vestapropertyservices.com.*

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

31 There being none, the next item followed.

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

33 **FOURTH ORDER OF BUSINESS – Officer Appointment**

34 Discussion ensued amongst the Board regarding the candidates.

35 A. Resumes – *organized alphabetically by first name*

- 36 1. Exhibit 2: Gary LaCombe
37 2. Exhibit 3: Jim Sharpe Jr.
38 3. Exhibit 4: Kristen Cohen

39 Supervisor Colin nominated Ms. Cohen to fill vacant seat #1.

On a MOTION by Mr. Smith, SECONDED by Mr. Colin, WITH ALL IN FAVOR, the Board appointed Kristen Cohen to fill vacant seat #1, for the Sweetwater Creek Community Development District.

4. Exhibit 5: Paul Gibbs

B. Exhibit 6: Oath of Office – State & District

Mr. McGaffney administered the oaths of office to Ms. Cohen.

C. Exhibit 7: New Supervisor Information Form

D. Form 1

E. Exhibit 8: Review of Sunshine Law & Ethics

Ms. Henley provided a brief overview of the Sunshine Law & Ethics.

F. Exhibit 9: Consideration & Adoption of **Resolution 2026-01**, Appointing Assistant Secretary

On a MOTION by Dr. Handler, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board adopted **Resolution 2026-01**, Appointing Assistant Secretary, for the Sweetwater Creek Community Development District.

FIFTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 10: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on September 4, 2025

B. Exhibit 11: Consideration for Acceptance – The July 2025 Unaudited Financial Statements

C. Exhibit 12: Consideration for Acceptance – The August 2025 Unaudited Financial Statements

D. Exhibit 13: Consideration for Acceptance – The July 2025 Operations & Maintenance Expenditures

E. Exhibit 14: Consideration for Acceptance – The August 2025 Operations & Maintenance Expenditures

Discussion ensued regarding the status of the financials, and whether to keep the invoices in the agenda package.

F. Exhibit 15: Ratification of FY 2024 Cost Share True-Up

Discussion ensued.

G. Exhibit 16: Ratification of Envera Amendment

Supervisor Smith provided a brief update.

H. Exhibit 17: Ratification of Taylor Tree Agreement

I. Exhibit 18: Ratification of Re-Align Website Design Agreement

On a MOTION by Mr. Colin, SECONDED by Dr. Handler, WITH ALL IN FAVOR, the Board approved the Consent agenda as presented, for the Sweetwater Creek Community Development District.

SIXTH ORDER OF BUSINESS – Staff Reports

A. Exhibit 19: Landscape Report

Mr. Wooldridge and Mr. Boucher presented their report for the month and provided further updates. These updates included, but were not limited to sod replacement, fall annuals, ornamental grass cuttings, and the well and pump issues with sediment.

76 Mr. McGaffney provided further information regarding the well and pump situation. Discussion
77 ensued.

78 B. District Engineer

79 Mr. Marcinel and Ms. Evans provided the report for the month and further updates, which included
80 noting that the Onda Project Application had not yet been filed with the County. Discussion ensued.

81 C. District Counsel

82 Ms. Henley reminded the Board of the required ethics training and provided other brief updates.

83 D. District Manager

84 On a MOTION by Dr. Handler, SECONDED by Mr. Colin, WITH ALL IN FAVOR, the Board approved
85 amending the agenda to include workshop discussion, landscape RFP discussion, and internet services
86 discussion, for the Sweetwater Creek Community Development District.

87 **This item was not originally on the agenda.**

88 Discussion & Consideration of Landscape RFP

89 Mr. McGaffney provided a brief overview of why this was being brought up and the next steps.
90 Discussion ensued regarding which Board member would assist staff in the RFP process.

91 On a MOTION by Mr. Cervelli, SECONDED by Ms. Cohen, WITH ALL IN FAVOR, the Board authorized
92 staff to work on a landscape RFP and appointed Supervisor Smith to work with staff on the scope, for the
93 Sweetwater Creek Community Development District.

94 Ms. Henley provided further information on the RFP process. Discussion ensued.

95 **This item was not originally on the agenda.**

96 Consideration of Duval Landscape Maintenance, LLC Agreement Extension

97 On a MOTION by Mr. Colin, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved
98 extending the Duval Landscape Maintenance, LLC agreement through January 31, 2026, under the current
99 terms and conditions, for the Sweetwater Creek Community Development District.

100 1. Update on Conservation Easement Violations

101 Mr. McGaffney provided a brief update as well as background information. Discussion ensued.

102 2. Discussion & Consideration of Changing November Meeting Date from Thursday, November
103 6th at 4:00 p.m. to Tuesday, November 4th at 4:00 p.m.

104 On a MOTION by Mr. Smith, SECONDED by Dr. Handler, WITH ALL IN FAVOR, the Board approved
105 moving the Thursday, November 6th Board meeting to Tuesday, November 4th at 4:00 p.m., for the
106 Sweetwater Creek Community Development District.

107 **This item was not originally on the agenda.**

108 Discussion & Consideration of Workshop

109 Mr. McGaffney provided a brief explanation of the need for a workshop. Supervisor Cervelli
110 provided his input.

On a MOTION by Dr. Handler, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved scheduling and advertising for a workshop on Thursday, October 23rd at 4:00 p.m., for the Sweetwater Creek Community Development District.

This item was not originally on the agenda.

Consideration of 3rd Party Internet/Cable Services

Supervisor Smith provided background information regarding the loss of Wayfly for internet and cable services and Prestige, who was the new owner of Wayfly properties. Discussion ensued.

On a MOTION by Mr. Cervelli, SECONDED by Dr. Handler, WITH Mr. Smith voting 'yay' and Ms. Cohen and Mr. Colin voting 'nay', the Board authorized Supervisor Smith to work with Marshall Creek CDD and District Counsel to come to an agreement with a 3rd party internet/cable provider, for the Sweetwater Creek Community Development District.

The board recessed the meeting at approximately 5:17 p.m. And resumed the meeting at approximately 5:22 p.m.

E. Exhibit 20: General Manager's Report

Ms. Gunia presented her report for the month. Discussion ensued.

SEVENTH ORDER OF BUSINESS – Business Items

A. Exhibit 21: Discussion & Consideration of Amending the Spending Authority

Mr. McGaffney provided a brief explanation. Discussion ensued.

On a MOTION by Dr. Handler, SECONDED by Mr. Cervelli, WITH ALL IN FAVOR, the Board approved the revised spending authority to be re-worded by District Counsel, in substantial form, for the Sweetwater Creek Community Development District.

1. Change & Replace Field Operations Manager with General Manager

2. Spending Authorities for O&M Items:

a. General Manager - \$5,000.00

b. District Manager or Chairman - \$10,000.00

c. District Manager & Chairman Approval – Over \$10,000.00

d. Chairman's Approval for Ratification – Emergency Procurement

- Emergency Procurement: In order to repair or replace infrastructure and equipment that is critical or essential to needs of carrying out of day-to-day operations and to preserve and protect health, safety and welfare of the public and assets.

EIGHTH ORDER OF BUSINESS – Discussion Topics

NINTH ORDER OF BUSINESS – Supervisors' Requests

Supervisor Smith noted his concerns regarding the district's boundaries.

Supervisors Colin brought up working titles for staff. Discussion ensued.

Discussion ensued regarding the status of the roof and gutters for the amenity center versus resodding the dog park.

On a MOTION by Dr. Handler, SECONDED by Mr. Colin, WITH Ms. Cohen and Mr. Cervelli voting 'yay' and Mr. Smith voting 'nay', the Board rescinded the prior approval to install artificial turf at the Ensenada dog park and to put the money towards the fitness center, for the Sweetwater Creek Community Development District.

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

There being none the next item followed.

ELEVENTH ORDER OF BUSINESS – Next Meeting Quorum Check: November 4 at 4:00PM

All five Board members stated that they would be attending the next Board meeting on November 4 at 4:00 p.m.

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, Ms. Smith made a motion to adjourn the meeting.

On a MOTION by Mr. Smith, SECONDED by Mr. Colin, WITH ALL IN FAVOR, the Board adjourned the meeting at 5:39 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 November 4, 2025.

Signature

Printed Name

Signature

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 3

Sweetwater Creek

Community Development District

Financial Statements (unaudited)

September 30, 2025



Sweetwater Creek CDD
Balance Sheet
September 30, 2025

	General Fund	Capital Reserves Fund	Series 2019 Debt Service Fund	Capital Project Fund	Total
ASSETS:					
Cash:					
Operating Account	\$ 266,134	\$ 95,829	\$ -	\$ -	\$ 361,962
Operating Account - Amenity Account	\$ 24,353	-	-	-	24,353
Debit Card Account - Amenity	\$ -	-	-	-	-
POS Account - Amenity	\$ 225	-	-	-	225
Investments:					
State Board of Administration	\$ 107,143	385,180	-	-	492,323
U.S. Bank Custody Account	\$ 282,030	-	-	-	282,030
Debt Service Trust Accounts:		-	-	-	-
Series 2019:					
Revenue	\$ -	-	204,769	-	204,769
Reserve A1	\$ -	-	133,070	-	133,070
Reserve A2	\$ -	-	107,600	-	107,600
Prepayment	\$ -	-	100	-	100
Excess Revenue	\$ -	-	0	-	0
Construction	\$ -	-	-	96,987	96,987
Accounts Receivable	\$ -	-	-	-	-
Assessments Receivable	\$ -	-	-	-	-
Due from General Fund	\$ 103,911	-	-	-	103,911
Due from Amenity Fund	\$ 7,106	-	-	-	7,106
Due from Capital Reserve Fund	\$ 25,830	-	-	-	25,830
Due from Debt Service Fund	\$ -	-	-	-	-
Due from Construction Fund	\$ -	-	-	-	-
Due from Others	\$ 833	-	-	-	833
Prepaid	\$ 6,571	-	-	-	6,571
Deposits	\$ 36,002	-	-	-	36,002
TOTAL ASSETS:	860,136	481,009	445,539	96,987	1,883,671
LIABILITIES:					
Accounts Payable	52,384	1,029	-	-	53,413
Accrued Expenses Payable	-	-	-	-	-
Deferred Revenue from Assessments	-	-	-	-	-
Contracts Payable	-	-	-	-	-
Due to General Fund	7,106	25,830	-	-	32,936
Due to Amenity Fund	103,911	-	-	-	103,911
Due to Capital Reserve Fund	-	-	-	-	-
Due to Debt Service Fund	-	-	-	-	-
Due to Construction Fund	-	-	-	-	-
TOTAL LIABILITIES:	163,401	26,859	-	-	190,260
FUND BALANCES:					
Nonspendable:					
Prepaid	42,572	-	-	-	42,572
Restricted for:					
Debt Service	-	-	445,539	-	445,539
Assigned to:					
Reserves					-
Unassigned:	654,163	454,150	-	96,987	1,205,300
TOTAL FUND BALANCE:	696,736	454,150	445,539	96,987	1,693,411
TOTAL LIABILITIES & FUND BALANCE:	\$ 860,136	\$ 481,009	\$ 445,539	\$ 96,987	\$ 1,883,671

Sweetwater Creek CDD

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance For the period of October 1, 2024 through September 30, 2025

	Adopted Budget	Monthly Actual	Year-to-Date Actual	Year-to-Date Variance	Percentage Variance
REVENUES:					
Special Assessments (net)	\$ 1,857,822	\$ -	\$ 1,868,741	\$ 10,919	100.59%
Fitness Center Revenue	2,000	-	9,911	\$ 7,911	495.55%
Interest/Miscellaneous	25,000	2,645	41,911	\$ 16,911	167.64%
Cost Share : Marshall Creek	-	97,561	97,561	\$ 97,561	
Insurance Proceeds	-	-	1,820	\$ 1,820	
TOTAL REVENUES:	1,884,822	100,206	2,019,943	135,121	107.17%
EXPENDITURES:					
General & Administrative:					
Supervisors Fees	12,000	800	13,800	1,800	115.00%
Engineering Services	20,000	6,459	24,608	4,608	123.04%
Legal Services	63,599	6,284	93,668	30,069	147.28%
Auditing Services	3,800	-	3,800	-	100.00%
Assessment Administration	5,200	417	6,033	833	116.03%
Arbitrage Services	500	-	-	(500)	0.00%
Dissemination Agent	5,512	-	4,593	(919)	83.33%
Trustee Fees	3,800	-	3,771	(29)	99.24%
District Management	44,200	3,894	45,037	837	101.89%
Information Technology	1,482	-	1,235	(247)	83.33%
Website Maintenance	1,040	91	1,049	9	100.84%
Telephone	742	-	859	117	115.75%
Postage & Delivery	3,000	501	4,537	1,537	151.24%
Insurance - Public Officials	5,172	-	5,224	52	101.01%
Copies	2,500	-	3,180	680	127.18%
Legal Advertising	2,000	213	2,168	168	108.41%
Miscellaneous	1,500	-	628	(872)	41.89%
Dues, Licenses & Subscriptions	175	-	667	492	381.13%
Cost Share Expense - Marshall Creek	100,000	-	-	(100,000)	0.00%
Total General & Administrative:	276,222	18,659	214,858	(61,364)	77.78%
Operations & Maintenance:					
Electric	78,000	6,362	78,927	927	101.19%
Insurance - General Liability	6,884	-	5,892	(992)	85.59%
Landscape Maintenance	291,276	24,273	291,276	-	100.00%
Landscape Improvements	50,000	-	27,518	(22,482)	55.04%
Mulch	50,000	-	50,000	-	100.00%
Lake Maintenance	22,000	2,122	25,469	3,469	115.77%
Fountain Maintenance	1,500	-	880	(620)	58.67%
Irrigations - R & M	39,000	3,100	40,067	1,067	102.74%
Storm Clean-up	10,000	-	-	(10,000)	0.00%
Field - R & M	36,000	-	35,437	(563)	98.43%
Tree Removals	14,000	-	6,650	(7,350)	47.50%
Tree Replacements	-	-	1,820	1,820	
Tree Pruning	15,000	-	5,480	(9,520)	36.53%
Streetlight Repair	2,250	-	-	(2,250)	0.00%

Sweetwater Creek CDD

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance For the period of October 1, 2024 through September 30, 2025

	Adopted Budget	Monthly Actual	Year-to-Date Actual	Year-to-Date Variance	Percentage Variance
Signage Repair	1,000	-	-	(1,000)	0.00%
Holiday Decorations	5,000	-	4,151	(849)	83.03%
Miscellaneous Field Supplies	3,500	-	2,041	(1,459)	58.31%
Total Operations & Maintenance:	625,410	35,858	575,608	(49,802)	92.04%
Amenities					
Administrative:					
Property & Casualty Insurance	43,218	-	40,216	(3,002)	93.05%
Facility Management	266,340	23,821	287,452	21,112	107.93%
Performance Incentive	10,000	-	8,492	(1,508)	84.92%
Information Technology	-	-	795	795	
Licenses & Permits	770	-	350	(420)	45.50%
Subscriptions & Memberships	2,040	-	1,865	(175)	91.42%
Training	-	-	706	706	
Travel & Per Diem	-	-	114	114	
Office Supplies	3,000	-	2,201	(799)	73.35%
Office Equipment	2,500	-	3,224	724	128.96%
Telephone/Internet/TV	12,000	756	9,637	(2,363)	80.31%
Guardhouse - Internet/Telephone	4,500	150	2,701	(1,799)	60.02%
Field:					
Field Management	92,602	6,877	93,520	918	100.99%
General Utilities	78,000	5,843	76,193	(1,807)	97.68%
Refuse Removal	6,725	1,104	10,583	3,858	157.37%
Security	41,137	174	41,084	(53)	99.87%
Janitorial Services	43,467	4,286	42,032	(1,435)	96.70%
Operating Supplies - Spa & Paper	4,000	-	3,426	(574)	85.64%
Operating Supplies - Uniforms	500	-	579	79	115.80%
Cleaning Supplies	12,500	1,560	9,325	(3,175)	74.60%
Landscape Maintenance & Improvements	22,872	4,022	46,005	23,133	201.14%
Gate - R & M	2,500	-	868	(1,632)	34.72%
Dog Park - R & M	6,000	-	1,270	(4,730)	21.17%
Park Mulch	5,000	-	5,810	810	116.20%
Miscellaneous Field Supplies	4,100	318	1,720	(2,380)	41.96%
Buildings - R & M	30,000	-	52,510	22,510	175.03%
Pest Control	1,800	84	1,396	(404)	77.57%
Pool Maintenance - Contract	19,469	-	16,995	(2,474)	87.29%
Pool - R & M	3,000	-	10,012	7,012	333.73%
Pool Chemicals	30,000	2,158	27,699	(2,301)	92.33%
Signage & Amenity Repairs	300	-	1,579	1,279	526.24%
Special Events	2,000	-	2,639	639	131.95%
Park - R & M	10,000	-	8,585	(1,415)	85.85%
Pickleball R & M	3,000	-	9,438	6,438	314.59%
Guardhouse Maintenance	2,500	-	15	(2,485)	0.61%
Playground - R & M	5,000	-	7,139	2,139	142.78%
Fitness:					
Outside Fitness	55,515	3,233	42,615	(12,900)	76.76%
Fitness Equipment - R & M	7,000	-	2,925	(4,075)	41.79%
Fitness Equipment Rental	36,635	2,540	33,761	(2,874)	92.16%

Sweetwater Creek CDD

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance For the period of October 1, 2024 through September 30, 2025

	Adopted Budget	Monthly Actual	Year-to-Date Actual	Year-to-Date Variance	Percentage Variance
Miniature Golf Course Maintenance	500	-	355	(145)	71.00%
Miscellaneous Fitness Supplies	6,300	-	702	(5,598)	11.14%
Capital Outlay - Machinery & Equipment	6,400	261	2,359	(4,041)	36.86%
Capital Outlay	-	(22,080)	23,702	23,702	
Total Amenities:	883,190	35,105	934,594	51,404	105.82%
Total Operations & Maintenance and Amenities	1,784,822	89,622	1,725,060	(59,762)	96.65%
Reserves					
Capital Reserve Transfer	100,000	-	100,000	-	100.00%
Total Reserves	100,000	-	100,000	-	100.00%
TOTAL EXPENDITURES & RESERVES:	1,884,822	89,622	1,825,060	(59,762)	96.83%
Revenues Over/(Under) Expenditures			194,883		
FUND BALANCE BEGINNING			501,852		
FUND BALANCE, ENDING			\$ 696,735		

Sweetwater Creek CDD

Capital Reserve Fund

Statement of Revenues, Expenditures and Changes in Fund Balance

For the period of October 1, 2024 through September 30, 2025

	Adopted Budget	Year-to-Date Actual	Year-to-Date Variance	Percentage Variance
REVENUES:				
Capital Reserve - Transfer In	\$ 100,000	\$ 100,000	\$ -	100.00%
Interest	5,000	14,205		284.10%
TOTAL REVENUES:	105,000	114,205	-	108.77%
EXPENDITURES:				
Capital Outlay	\$ 30,000	\$ 64,931	34,931	216.44%
Repair & Maintenance	21,317	-	(21,317)	0.00%
Other Current Charges	600	461	(139)	76.87%
TOTAL EXPENDITURES:	51,917	65,392	13,475	125.96%
Revenues Over/(Under) Expenditures	53,083	48,813	(13,475)	91.96%
FUND BALANCE BEGINNING		405,337		
Net Changes in fund balance		48,813		
FUND BALANCE, ENDING		\$ 454,150		

Capital Reserve Study

	General	Amenities	Combined
Description	FY 2025-Study	FY 2025-Study	Total-Study
Reserve Beginning of Year	\$ 609,690	\$ 164,002	\$ 773,692
Contributions	196,300	65,100	261,400
Interest Income	10,186	6,162	16,348
Expenditures	(217,373)	(21,088)	(238,461)
Anticipated Balance	\$ 598,803	\$ 214,176	\$ 812,979

Capital Reserve - Actuals

Description	Actual
Reserve Beginning of Year	\$ 405,337
Contributions	100,000
Interest Income	14,205
Expenditures	(65,392)
Anticipated Balance	\$ -
Variance Reserve Study vs Actual	\$ (358,829)

Sweetwater Creek CDD
Series 2019 Debt Service Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period of October 1, 2024 through September 30, 2025

	Adopted	Year-to-Date		Percentage
	Budget	Actual	Variance	Variance
REVENUES:				
Special Assessments- Tax Roll	\$ 741,440	\$ 742,954	\$ 1,514	100.20%
Special Assessments- Prepayments	-	10,926	10,926	
Interest	30,000	26,053	(3,947)	86.84%
TOTAL REVENUES:	771,440	779,932	8,492	101.10%
EXPENDITURES:				
Series 2019-A1				
Principal Payments:				
05/01	360,000	360,000	-	100.00%
Interest Expense:				
11/01	81,650	81,650	-	100.00%
05/01	81,650	81,503	(147)	99.82%
Special Call:				
11/01	-	10,000	10,000	
05/01	-	10,000	10,000	
Series 2019-A2				
Principal Payments:				
05/01	130,000	125,000	(5,000)	96.15%
Interest Expense:				
11/01	44,200	44,200	-	100.00%
05/01	44,200	44,113	(87)	99.80%
Special Call:				
11/01	-	5,000	5,000	
05/01	-	5,000	5,000	
Total Debt Service:	741,700	766,466	24,766	103.34%
TOTAL EXPENDITURES:	741,700	766,466	24,766	103.34%
Revenues Over/(Under) Expenditures	29,740	13,466	(16,274)	45.28%
FUND BALANCE BEGINNING		432,072		
Net Changes in fund balance		13,466		
FUND BALANCE, ENDING		\$ 445,538		

Sweetwater Creek CDD
Capital Projects Fund - Series 2019
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period of October 1, 2024 through September 30, 2025

	Adopted	Year-to-Date	Year-to-Date	Percentage
	Budget	Actual	Variance	Variance
REVENUES:				
Interest	\$ -	\$ 11,454	\$ 11,454	
TOTAL REVENUES:	-	11,454	11,454	
EXPENDITURES:				
Capital Outlay	-	256,648	256,648	
TOTAL EXPENDITURES:	-	256,648	256,648	
Revenues Over/(Under) Expenditures	-	(245,194)	(245,194)	
FUND BALANCE BEGINNING		342,181		
Net Changes in fund balance		(245,194)		
FUND BALANCE, ENDING		\$ 96,987		

Sweetwater Creek CDD
Statement of Revenues, Expenditures and Changes in Fund Balance
General Fund
FY25 Monthly Breakdown

	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Total
REVENUES:													
Special Assessments (net)	\$ -	\$ 182,784	\$ 338,977	\$ 1,117,699	\$ 168,407	\$ -	\$ 38,881	\$ -	\$ -	\$ 21,992	\$ -	\$ -	\$ 1,868,740
Fitness Center Revenue	1,890	540	-	-	1,150	-	1,100	-	-	\$ 4,991	\$ 240	\$ -	9,911
Interest/Miscellaneous	1,162	697	986	2,135	6,002	7,624	5,073	4,781	1,545	\$ 5,138	\$ 4,120	\$ 2,645	41,908
Cost Share : Marshall Creek												\$ 97,561	97,561
Insurance Proceeds	-	-	-	-	-	-	1,820	-	-	\$ -	\$ -	\$ -	1,820
TOTAL REVENUES:	3,052	184,021	339,963	1,119,834	175,559	7,624	46,874	4,781	1,545	32,121	4,360	100,206	2,019,940
EXPENDITURES:													
General & Administrative:													
Supervisors Fees	800	1,000	800	1,000	1,000	2,000	1,800	1,800	1,000	1,000	800	800	13,800
Engineering Services	3,636	2,082	1,668	1,133	934	1,368	2,603	2,798	1,929	-	-	6,459	24,610
Legal Services	3,814	3,896	2,202	6,150	5,487	7,936	13,952	11,715	-	13,833	18,400	6,284	93,669
Auditing Services	-	-	-	-	-	-	-	-	3,800	-	-	-	3,800
Assessment Administration	5,200	-	-	-	-	-	-	-	-	-	417	417	6,033
Arbitrage Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	459	459	459	459	459	459	459	459	459	459	-	-	4,590
Trustee Fees	3,143	-	-	-	-	-	-	-	-	-	629	-	3,772
District Management	3,683	3,683	3,683	3,683	3,683	3,683	3,683	3,683	3,683	3,683	4,311	3,894	45,034
Information Technology	124	124	124	124	124	124	124	124	124	124	-	-	1,240
Website Maintenance	87	87	87	87	87	87	87	87	87	87	91	91	1,052
Telephone	36	9	27	41	36	11	39	82	69	79	75	-	504
Postage & Delivery	122	431	252	284	113	189	171	601	690	257	927	501	4,538
Insurance - Public Officials	5,224	-	-	-	-	-	-	-	-	-	-	-	5,224
Copies	153	204	182	7	321	18	449	379	1,203	11	607	-	3,534
Legal Advertising	-	-	-	-	182	96	92	189	96	1,189	111	213	2,169
Miscellaneous	419	45	23	85	26	(174)	201	1	1	1	-	-	628
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	455	37	-	667
Cost Share Expense - Marshall Creek	-	-	-	-	-	-	-	-	-	-	-	-	-
Total General & Administrative:	27,075	12,020	9,507	13,053	12,452	15,797	23,660	21,918	13,141	21,178	26,404	18,659	214,864
Operations & Maintenance:													
Electric	6,062	6,204	6,114	6,358	6,124	6,211	6,240	6,518	6,607	9,668	6,460	6,362	78,929
Insurance - General Liability	5,892	-	-	-	-	-	-	-	-	-	-	-	5,892
Landscape Maintenance	24,273	24,273	24,273	24,273	24,273	24,273	24,273	24,273	24,273	24,273	24,273	24,273	291,276
Landscape Improvements	-	1,202	-	-	2,055	4,975	5,910	7,706	1,320	4,350	-	-	27,518
Mulch	-	20,000	-	-	-	30,000	-	-	-	-	-	-	50,000
Lake Maintenance	2,122	2,122	2,122	2,122	2,122	2,122	2,122	2,122	2,122	2,122	2,122	2,122	25,466
Fountain Maintenance	-	-	-	-	-	-	-	-	-	-	880	-	880
Irrigations - R & M	11,995	5,280	2,405	-	3,970	6,170	1,765	2,015	1,495	1,775	97	3,100	40,067

Sweetwater Creek CDD
Statement of Revenues, Expenditures and Changes in Fund Balance
General Fund
FY25 Monthly Breakdown

	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Total
Storm Clean-up	-	-	-	-	-	-	-	-	-	-	-	-	-
Field - R & M	8,854	3,975	8,365	895	45	4,252	1,285	1,080	-	529	6,157	-	35,437
Tree Removals	800	3,600	250	600	-	-	1,400	-	-	-	-	-	6,650
Tree Replacements	-	-	-	-	1,820	-	-	-	-	-	-	-	1,820
Tree Pruning	-	-	-	5,480	-	-	-	-	-	-	-	-	5,480
Streetlight Repair	-	-	-	-	-	-	-	-	-	-	-	-	-
Signage Repair	-	-	-	-	-	-	1,456	-	-	-	-	-	1,456
Holiday Decorations	1,594	1,217	499	307	-	-	-	-	-	49	486	-	4,152
Miscellaneous Field Supplies	49	-	-	-	19	-	-	-	-	546	1,427	-	2,041
Total Operations & Maintenance:	61,641	67,873	44,028	40,035	40,428	78,003	44,451	43,714	35,817	43,312	41,903	35,858	577,063
Amenities													
Administrative:													
Property & Casualty Insurance	40,216	-	-	-	-	-	-	-	-	-	-	-	40,216
Facility Management	23,634	23,699	23,642	23,502	23,675	24,141	25,635	24,954	24,807	23,664	22,277	23,821	287,451
Performance Incentive	-	8,492	-	-	-	-	-	-	-	-	-	-	8,492
Information Technology	795	-	-	-	-	-	-	-	-	-	-	-	795
Licenses & Permits	-	-	-	-	-	-	-	350	-	-	-	-	350
Subscriptions & Memberships	125	125	125	125	125	125	125	460	125	141	264	-	1,865
Training	-	-	-	-	-	219	-	487	-	-	-	-	706
Travel Per Diem	-	-	-	-	-	-	-	-	114	-	-	-	114
Office Supplies	188	138	616	59	146	144	23	523	62	216	85	-	2,200
Office Equipment	107	139	240	25	-	52	193	60	172	172	2,064	-	3,225
Telephone/Internet/TV	663	664	664	709	756	756	886	756	1,512	756	756	756	9,636
Guardhouse - Internet/Telephone	653	343	357	150	150	150	150	150	150	150	150	150	2,702
Field:													
Field Management	7,717	7,717	7,717	7,717	7,717	7,717	7,717	7,717	7,717	7,717	9,475	6,877	93,522
General Utilities	6,163	6,720	5,422	8,154	7,042	8,509	6,288	5,045	5,503	5,313	6,190	5,843	76,192
Refuse Removal	635	780	780	799	654	654	145	1,308	2,019	772	934	1,104	10,584
Security	3,488	3,428	3,428	3,488	3,428	3,631	5,238	3,428	3,428	3,728	4,198	174	41,084
Janitorial Services	3,622	3,622	3,622	3,622	1,811	3,622	3,622	3,622	3,622	3,622	3,334	4,286	42,030
Operating Supplies - Spa & Paper	475	222	-	264	170	63	938	-	480	366	445	-	3,424
Operating Supplies - Uniforms	-	-	27	508	-	-	-	-	-	44	-	-	579
Cleaning Supplies	244	1,472	342	1,464	80	1,320	1,941	243	402	120	137	1,560	9,325
Landscape Maintenance & Improvements	17,938	1,963	1,963	1,963	1,963	2,417	2,819	2,022	4,001	2,022	2,912	4,022	46,005
Gate - R & M	-	-	-	-	868	-	-	-	-	-	-	-	868
Dog Park - R & M	286	-	143	129	136	172	301	-	-	-	103	-	1,270
Park Mulch	-	-	-	-	-	-	-	5,810	-	-	-	-	5,810
Miscellaneous Field Supplies	-	34	-	58	-	61	515	111	11	-	613	318	1,720
Buildings - R & M	28,243	75	4,111	718	34	1,030	258	10,585	5,674	1,217	565	-	52,511
Pest Control	81	81	81	84	484	84	167	-	84	84	84	84	1,397

Sweetwater Creek CDD
Statement of Revenues, Expenditures and Changes in Fund Balance
General Fund
FY25 Monthly Breakdown

	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Total
Pool Maintenance - Contract	1,622	1,622	1,622	1,622	1,622	1,622	1,622	1,925	1,622	1,622	469	-	16,992
Pool - R & M	-	-	-	-	-	358	165	-	880	7,762	848	-	10,012
Pool Chemicals	2,055	2,160	2,498	2,397	2,432	2,158	2,311	2,306	2,477	2,590	2,158	2,158	27,699
Signage & Amenity Repairs	61	-	-	40	-	-	-	-	22	-	-	-	123
Special Events	-	164	595	124	29	17	100	530	-	1,082	-	-	2,641
Park - R & M	8,585	-	-	-	-	-	-	-	-	-	-	-	8,585
Pickleball R & M	1,800	-	908	-	76	10	6,215	29	-	9	390	-	9,437
Guardhouse Maintenance	-	-	-	-	-	-	-	-	-	15	-	-	15
Playground - R & M	17	5,589	1,391	142	-	-	-	-	-	-	-	-	7,139
Fitness:										-	-	-	
Outside Fitness	4,115	3,570	2,595	4,910	3,485	3,450	3,625	4,015	3,465	1,400	4,753	3,233	42,615
Fitness Equipment - R & M	1,469	13	-	-	-	-	476	-	967	-	-	-	2,925
Fitness Equipment Rental	3,053	3,053	3,053	2,540	3,053	3,258	2,540	3,053	2,540	2,540	2,540	2,540	33,762
Miniature Golf Course Maintenance	-	-	355	-	-	-	-	-	-	-	-	-	355
Miscellaneous Fitness Supplies	117	76	-	215	18	21	67	74	61	52	-	-	701
Capital Outlay - Machinery & Equipment	-	-	795	-	167	125	90	-	-	599	322	261	2,359
Capital Outlay	-	19,610	-	-	4,092	-	-	-	22,080	-	-	(22,080)	23,702
Total Amenities:	158,167	95,571	67,092	65,528	64,213	65,886	74,172	79,563	93,998	67,774	66,064	35,105	933,133
Total Operations & Maintenance and Amenities	246,883	175,464	120,627	118,616	117,093	159,686	142,283	145,195	142,956	132,264	134,370	89,622	1,725,060
Reserves													
Capital Reserve Transfer	-	-	-	-	-	-	-	100,000	-	-	-	-	100,000
Total Reserves	-	-	-	-	-	-	-	100,000	-	-	-	-	100,000
TOTAL EXPENDITURES & RESERVES:	246,883	175,464	120,627	118,616	117,093	159,686	142,283	245,195	142,956	132,264	134,370	89,622	1,825,060
Revenues Over/(Under) Expenditures	(243,831)	8,557	219,336	1,001,218	58,466	(152,062)	(95,409)	(240,414)	(141,411)	(100,143)	(130,010)	10,584	194,880

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Sweetwater Creek CDD

Long Term Debt Report

SERIES 2019A-1, SPECIAL ASSESSMENT REVENUE BONDS

Interest Rate:	2.000%, 2.125%
	2.250%, 2.375%
	2.500%, 2.950%
	3.170%
Maturity Date:	5/1/2038
Reserve Fund Definition:	MAXIMUM ANNUAL DEBT SERVICE
Reserve Fund Requirement:	\$133,070
Reserve Fund Balance:	\$133,070
Bonds Outstanding - 7/30/19	\$7,825,000
Less: Principal Payment - 5/1/20	(\$330,000)
Less: Principal Payment - 5/1/20 (Special Call)	(\$15,000)
Less: Principal Payment - 11/1/20 (Special Call)	(\$40,000)
Less: Principal Payment - 5/1/21	(\$340,000)
Less: Principal Payment - 5/1/21 (Special Call)	(\$40,000)
Less: Principal Payment - 11/1/21 (Special Call)	(\$15,000)
Less: Principal Payment - 5/1/22	(\$340,000)
Less: Principal Payment - 11/1/22 (Special Call)	(\$15,000)
Less: Principal Payment - 5/1/23	(\$345,000)
Less: Principal Payment - 5/1/24	(\$355,000)
Less: Principal Payment - 5/1/24 (Special Call)	(\$10,000)
Less: Principal Payment - 11/1/24 (Special Call)	(\$10,000)
Less: Principal Payment - 5/1/25	(\$360,000)
Less: Principal Payment - 5/1/25 (Special Call)	(\$10,000)
Current Bond Outstanding	\$5,600,000

SERIES 2019A-2, SPECIAL ASSESSMENT REVENUE BONDS

Interest Rate:	3.560%, 4.020%
Maturity Date:	5/1/2038
Reserve Fund Definition:	50% MAXIMUM ANNUAL DEBT SERVICE
Reserve Fund Requirement:	\$107,600
Reserve Fund Balance:	\$107,600
Bonds Outstanding - 7/30/19	\$2,980,000
Less: Principal Payment - 5/1/20	(\$110,000)
Less: Principal Payment - 5/1/20 (Special Call)	(\$10,000)
Less: Principal Payment - 11/1/20 (Special Call)	(\$15,000)
Less: Principal Payment - 5/1/21	(\$115,000)
Less: Principal Payment - 5/1/21 (Special Call)	(\$15,000)
Less: Principal Payment - 11/1/21 (Special Call)	(\$5,000)
Less: Principal Payment - 5/1/22	(\$115,000)
Less: Principal Payment - 5/1/22 (Special Call)	(\$25,000)
Less: Principal Payment - 11/1/22 (Special Call)	(\$5,000)
Less: Principal Payment - 5/1/23	(\$120,000)
Less: Principal Payment - 5/1/23 (Special Call)	(\$20,000)
Less: Principal Payment - 5/1/24	(\$125,000)
Less: Principal Payment - 5/1/24 (Special Call)	(\$5,000)
Less: Principal Payment - 11/1/24 (Special Call)	(\$5,000)
Less: Principal Payment - 5/1/25	(\$125,000)
Less: Principal Payment - 5/1/25 (Special Call)	(\$5,000)
Current Bond Outstanding	\$2,160,000

Non-Ad Valorem Special Assessments - St Johns County Tax Collector

Monthly Assessment Distributions

For the Fiscal Year Ending September 30, 2025

On Roll Assessments	Gross Assessments	\$	1,976,407.34	\$	785,758.55	\$	2,762,165.89
	Net Assessments	\$	1,857,822.90	\$	738,613.04	\$	2,596,435.94
	Allocation %		71.55%		28.45%		100.00%

Date	Distribution	GF	2019 DS	Net Received
11/5/2024	Dist #1	\$ 20,366.16	\$ 8,096.96	\$ 28,463.12
11/15/2024	Dist #2	58,381.65	23,210.74	81,592.39
11/19/2024	Dist #3	104,036.66	41,361.76	145,398.42
12/6/2024	Dist #4	155,698.59	61,900.95	217,599.54
12/18/2024	Dist #5	183,278.27	72,865.78	256,144.05
1/10/2025	Dist #6	1,113,694.27	442,770.46	1,556,464.73
1/14/2025	Interest	4,005.03	1,592.28	5,597.31
2/21/2025	Dist #7	168,407.03	66,953.44	235,360.47
4/8/2025	Dist #8	36,902.50	14,671.29	51,573.79
4/14/2025	Interest	1,978.53	786.60	2,765.13
7/11/2025	Dist #9	16,847.36	6,697.99	23,545.34
7/15/2025	Dist #10	5,144.67	2,045.37	7,190.04
Total Assessments Collected		<u>1,868,740.71</u>	<u>742,953.63</u>	<u>2,611,694.33</u>
Balance of Receivable		<u>-</u>	<u>-</u>	<u>-</u>
Percent Collected		100.59%	100.59%	100.59%

6:54 AM

10/16/25

Sweetwater Creek CDD
Check Detail
September 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	100009	09/02/2025	Burchfield Electric, Inc.	1101000 · Operating Account ...		-880.00
Bill	2025473	08/27/2025		1520060 · Fountain Maintenance	-880.00	880.00
TOTAL					-880.00	880.00
Bill Pmt -Check	100010	09/02/2025	Gannett FL LocalIQ	1101000 · Operating Account ...		-1,189.47
Bill	0007248511	07/31/2025		1510150 · Legal Advertising	-1,189.47	1,189.47
TOTAL					-1,189.47	1,189.47
Bill Pmt -Check	100011	09/05/2025	Duval Landscape Maintenance	1101000 · Operating Account ...		-24,273.00
Bill	32555	09/02/2025		1520020 · Landscape Maintena...	-24,273.00	24,273.00
TOTAL					-24,273.00	24,273.00
Bill Pmt -Check	100012	09/05/2025	Future Horizons, Inc.	1101000 · Operating Account ...		-4,244.88
Bill	90244	06/30/2025		1520050 · Lake Maintenance	-2,122.44	2,122.44
Bill	91236	08/29/2025		1520050 · Lake Maintenance	-2,122.44	2,122.44
TOTAL					-4,244.88	4,244.88
Bill Pmt -Check	4504	09/16/2025	US Bank	1101000 · Operating Account ...		-3,771.25
Bill	243747000	08/25/2025		1510070 · Trustee Fees	-628.54	628.54
				1550000 · Prepaid Expenses	-3,142.71	3,142.71
TOTAL					-3,771.25	3,771.25
Bill Pmt -Check	4505	09/16/2025	Duval Landscape Maintenance	1101000 · Operating Account ...		-62,848.00
Bill	30854	03/31/2025		1520070 · Irrigation Repairs & ...	-4,450.00	4,450.00
Bill	30942	03/31/2025		1520040 · Mulch	-30,000.00	30,000.00
Bill	31432	05/28/2025		1520030 · Landscape Improve...	-1,320.00	1,320.00
Bill	31471	06/01/2025		1520020 · Landscape Maintena...	-24,273.00	24,273.00
Bill	31813	06/30/2025		1520070 · Irrigation Repairs & ...	-665.00	665.00
Bill	31814	06/30/2025		1520070 · Irrigation Repairs & ...	-830.00	830.00
Bill	32048	07/14/2025		1520070 · Irrigation Repairs & ...	-1,310.00	1,310.00
TOTAL					-62,848.00	62,848.00

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10/16/25

Sweetwater Creek CDD
Check Detail
September 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	4506	09/16/2025	Daniel L Colin	1101000 · Operating Account ...		-200.00
Bill	090425	09/16/2025		1510000 · Supervisor Fees	-200.00	200.00
TOTAL					-200.00	200.00
Bill Pmt -Check	4507	09/16/2025	John T Smith	1101000 · Operating Account ...		-200.00
Bill	090425	09/16/2025		1510000 · Supervisor Fees	-200.00	200.00
TOTAL					-200.00	200.00
Bill Pmt -Check	4508	09/16/2025	Ronald J Cervelli	1101000 · Operating Account ...		-200.00
Bill	090425	09/16/2025		1510000 · Supervisor Fees	-200.00	200.00
TOTAL					-200.00	200.00
Bill Pmt -Check	4509	09/16/2025	Stephen J Handler	1101000 · Operating Account ...		-200.00
Bill	090425	09/16/2025		1510000 · Supervisor Fees	-200.00	200.00
TOTAL					-200.00	200.00
Bill Pmt -Check	091725ACH1	09/17/2025	FPL	1101000 · Operating Account ...		-25.66
Bill	44154 9.25	09/05/2025		1520000 · Electric	-25.66	25.66
TOTAL					-25.66	25.66
Bill Pmt -Check	091725ACH2	09/17/2025	FPL	1101000 · Operating Account ...		-25.98
Bill	79354 9.25	09/05/2025		1520000 · Electric	-25.98	25.98
TOTAL					-25.98	25.98
Bill Pmt -Check	091725ACH4	09/17/2025	FPL	1101000 · Operating Account ...		-34.01
Bill	71537 9.25	09/05/2025		1520000 · Electric	-34.01	34.01
TOTAL					-34.01	34.01

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Sweetwater Creek CDD
Check Detail
September 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	091725ACH5	09/17/2025	FPL	1101000 · Operating Account ...		-37.25
Bill	10583 9.25	09/05/2025		1520000 · Electric	-37.25	37.25
TOTAL					-37.25	37.25
Bill Pmt -Check	091725ACH6	09/17/2025	FPL	1101000 · Operating Account ...		-39.78
Bill	61314 9.25	09/05/2025		1520000 · Electric	-39.78	39.78
TOTAL					-39.78	39.78
Bill Pmt -Check	091725ACH7	09/17/2025	FPL	1101000 · Operating Account ...		-42.33
Bill	47285 9.25	09/05/2025		1520000 · Electric	-42.33	42.33
TOTAL					-42.33	42.33
Bill Pmt -Check	091725ACH8	09/17/2025	FPL	1101000 · Operating Account ...		-50.16
Bill	56253 89.25	09/05/2025		1520000 · Electric	-50.16	50.16
TOTAL					-50.16	50.16
Bill Pmt -Check	091725ACH9	09/17/2025	FPL	1101000 · Operating Account ...		-69.03
Bill	83257 9.25	09/05/2025		1520000 · Electric	-69.03	69.03
TOTAL					-69.03	69.03
Bill Pmt -Check	091725ACH10	09/17/2025	FPL	1101000 · Operating Account ...		-81.16
Bill	69248 9.25	09/05/2025		1520000 · Electric	-81.16	81.16
TOTAL					-81.16	81.16
Bill Pmt -Check	091725ACH11	09/17/2025	FPL	1101000 · Operating Account ...		-102.18
Bill	37392 9.25	09/05/2025		1520000 · Electric	-102.18	102.18
TOTAL					-102.18	102.18

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Sweetwater Creek CDD
Check Detail
September 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	091725ACH12	09/17/2025	FPL	1101000 · Operating Account ...		-128.87
Bill	97256 9.25	09/05/2025		1520000 · Electric	-128.87	128.87
TOTAL					-128.87	128.87
Bill Pmt -Check	091725ACH13	09/17/2025	FPL	1101000 · Operating Account ...		-155.95
Bill	20281 9.25	09/05/2025		1520000 · Electric	-155.95	155.95
TOTAL					-155.95	155.95
Bill Pmt -Check	091725ACH14	09/17/2025	FPL	1101000 · Operating Account ...		-395.53
Bill	52165 9.25	09/05/2025		1520000 · Electric	-395.53	395.53
TOTAL					-395.53	395.53
Bill Pmt -Check	091725ACH3	09/17/2025	FPL	1101000 · Operating Account ...		-31.73
Bill	70401 9.25	09/05/2025		1520000 · Electric	-31.73	31.73
TOTAL					-31.73	31.73
Bill Pmt -Check	091825ACH01	09/18/2025	Turner Pest Control	1101000 · Operating Account ...		-167.26
Bill	620887746	07/11/2025		1530260 · Pest Control	-83.63	83.63
Bill	621126203	09/15/2025		1530260 · Pest Control	-83.63	83.63
TOTAL					-167.26	167.26
Bill Pmt -Check	100013	09/23/2025	East Coast Wells & Pump Service	1101000 · Operating Account ...		-22,080.00
Bill	52561	06/30/2025		1530420 · Capital Outlay	-22,080.00	22,080.00
TOTAL					-22,080.00	22,080.00
Bill Pmt -Check	100014	09/23/2025	Gannett FL LocalIQ	1101000 · Operating Account ...		-110.80
Bill	0007301699	08/31/2025		1510150 · Legal Advertising	-110.80	110.80
TOTAL					-110.80	110.80

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Sweetwater Creek CDD
Check Detail
September 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	100015	09/23/2025	Envera	1101000 · Operating Account ...		-3,428.05
Bill	759454	09/02/2025		1530150 · Security	-3,428.05	3,428.05
TOTAL					-3,428.05	3,428.05
Bill Pmt -Check	100016	09/23/2025	Matthews Design Group LLC	1101000 · Operating Account ...		-6,458.75
Bill	193873	09/09/2025		1510010 · Engineering Services	-6,458.75	6,458.75
TOTAL					-6,458.75	6,458.75
Bill Pmt -Check	092325ACH1	09/23/2025	FPL	1101000 · Operating Account ...		-25.66
Bill	58332 9.25	09/09/2025		1520000 · Electric	-25.66	25.66
TOTAL					-25.66	25.66
Bill Pmt -Check	092325ACH2	09/23/2025	FPL	1101000 · Operating Account ...		-5,116.93
Bill	07163 9.25	09/09/2025		1520000 · Electric	-5,116.93	5,116.93
TOTAL					-5,116.93	5,116.93
Bill Pmt -Check	100017	09/24/2025	Kilinski Van Wyk PLLC	1101000 · Operating Account ...		-6,284.10
Bill	13167	09/19/2025		1510020 · District Counsel	-6,284.10	6,284.10
TOTAL					-6,284.10	6,284.10
Bill Pmt -Check	100018	09/24/2025	Vesta District Services	1101000 · Operating Account ...		-4,310.17
Bill	428461	09/01/2025		1510080 · Management Fees	-1,500.00	1,500.00
				1510080 · Management Fees	-1,000.00	1,000.00
				1510080 · Management Fees	-1,393.50	1,393.50
				1510040 · Assessment Adminis...	-416.67	416.67
TOTAL					-4,310.17	4,310.17

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Sweetwater Creek CDD
Check Detail
September 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	400004	09/02/2025	Envera	1101005 · Amenity OP Account		-3,428.05
Bill	754163	04/24/2025		1530150 · Security	-3,428.05	3,428.05
TOTAL					-3,428.05	3,428.05
Bill Pmt -Check	090225ACH1	09/02/2025	St. Johns County Utility Department	1101005 · Amenity OP Account		-15.65
Bill	125768 7.25	07/19/2025		1530130 · General Utilities	-15.65	15.65
TOTAL					-15.65	15.65
Bill Pmt -Check	090225ACH2	09/02/2025	St. Johns County Utility Department	1101005 · Amenity OP Account		-34.24
Bill	131201 7.25	07/19/2025		1530130 · General Utilities	-34.24	34.24
TOTAL					-34.24	34.24
Bill Pmt -Check	090225ACH3	09/02/2025	St. Johns County Utility Department	1101005 · Amenity OP Account		-1,473.19
Bill	127508 7.25	07/19/2025		1530130 · General Utilities	-1,473.19	1,473.19
TOTAL					-1,473.19	1,473.19
Bill Pmt -Check	090425ACH1	09/04/2025	Florida Natural Gas	1101005 · Amenity OP Account		-13.69
Bill	110427 8.25	08/10/2025		1530130 · General Utilities	-13.69	13.69
TOTAL					-13.69	13.69
Bill Pmt -Check	400005	09/05/2025	Village Key & Alarm Inc	1101005 · Amenity OP Account		-120.00
Bill	356900	09/01/2025		1530150 · Security	-120.00	120.00
TOTAL					-120.00	120.00
Bill Pmt -Check	400006	09/05/2025	Burchfield Electric, Inc.	1101005 · Amenity OP Account		-480.00
Bill	2025418	08/01/2025		1530250 · Building - R & M	-480.00	480.00
TOTAL					-480.00	480.00

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Sweetwater Creek CDD
Check Detail
September 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	400007	09/05/2025	Duval Landscape Maintenance	1101005 · Amenity OP Account		-2,022.00
Bill	32556	09/02/2025		1530200 · Landscape- Maint & ...	-2,022.00	2,022.00
TOTAL					-2,022.00	2,022.00
Bill Pmt -Check	400008	09/05/2025	Poolsure	1101005 · Amenity OP Account		-2,157.54
Bill	131295631412	09/01/2025		1530290 · Pool Chemicals	-2,157.54	2,157.54
TOTAL					-2,157.54	2,157.54
Bill Pmt -Check	090525ACH1	09/05/2025	Comcast	1101005 · Amenity OP Account		-756.41
Bill	1274272 8.25	08/11/2025		1530090 · Telephone, Internet ...	-756.41	756.41
TOTAL					-756.41	756.41
Bill Pmt -Check	090825ACH8	09/08/2025	Republic Services #687	1101005 · Amenity OP Account		-933.56
Bill	3618397 8.25	08/16/2025		1530140 · Refuse Removal	-933.56	933.56
TOTAL					-933.56	933.56
Bill Pmt -Check	3113	09/09/2025	Angella Bascom	1101005 · Amenity OP Account		-70.00
Bill	090825	09/09/2025		1530360 · Outside Fitness	-70.00	70.00
TOTAL					-70.00	70.00
Bill Pmt -Check	3114	09/09/2025	Diane Stoever	1101005 · Amenity OP Account		-400.00
Bill	090825	09/09/2025		1530360 · Outside Fitness	-400.00	400.00
TOTAL					-400.00	400.00
Bill Pmt -Check	3115	09/09/2025	Eliana Roque	1101005 · Amenity OP Account		-160.00
Bill	090825	09/09/2025		1530360 · Outside Fitness	-160.00	160.00
TOTAL					-160.00	160.00

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Sweetwater Creek CDD
Check Detail
September 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	3116	09/09/2025	Erin Heaton	1101005 · Amenity OP Account		-105.00
Bill	090825	09/09/2025		1530360 · Outside Fitness	-105.00	105.00
TOTAL					-105.00	105.00
Bill Pmt -Check	3117	09/09/2025	Katherine Roy	1101005 · Amenity OP Account		-70.00
Bill	090825	09/09/2025		1530360 · Outside Fitness	-70.00	70.00
TOTAL					-70.00	70.00
Bill Pmt -Check	3118	09/09/2025	Lina Hermez	1101005 · Amenity OP Account		-185.00
Bill	090825	09/09/2025		1530360 · Outside Fitness	-185.00	185.00
TOTAL					-185.00	185.00
Bill Pmt -Check	3119	09/09/2025	Patricia Scott	1101005 · Amenity OP Account		-105.00
Bill	090825	09/09/2025		1530360 · Outside Fitness	-105.00	105.00
TOTAL					-105.00	105.00
Bill Pmt -Check	3120	09/09/2025	Tiffany Cunningham	1101005 · Amenity OP Account		-140.00
Bill	090825	09/09/2025		1530360 · Outside Fitness	-140.00	140.00
TOTAL					-140.00	140.00
Bill Pmt -Check	400009	09/09/2025	Duval Landscape Maintenance	1101005 · Amenity OP Account		-890.00
Bill	32495	08/31/2025		1530200 · Landscape- Maint & ...	-890.00	890.00
TOTAL					-890.00	890.00
Bill Pmt -Check	400010	09/09/2025	Debow's Appliance Service, Inc.	1101005 · Amenity OP Account		-260.93
Bill	090625-8488	09/06/2025		1530410 · Cap Outlay - Machin...	-260.93	260.93
TOTAL					-260.93	260.93

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Sweetwater Creek CDD
Check Detail
September 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	400011	09/15/2025	Lloyds Exercise Equipment LLC	1101005 · Amenity OP Account		-1,560.00
Bill	H480-105	09/10/2025		1530190 · Cleaning Supplies	-1,560.00	1,560.00
TOTAL					-1,560.00	1,560.00
Bill Pmt -Check	3121	09/16/2025	Duval Landscape Maintenance	1101005 · Amenity OP Account		-1,978.60
Bill	31812	06/30/2025		1530200 · Landscape- Maint & ...	-1,978.60	1,978.60
TOTAL					-1,978.60	1,978.60
Bill Pmt -Check	3122	09/16/2025	Duval Landscape Maintenance	1101005 · Amenity OP Account		-5,810.00
Bill	31443	05/30/2025		1530230 · Park Mulch	-5,810.00	5,810.00
TOTAL					-5,810.00	5,810.00
Bill Pmt -Check	091725ACH1	09/17/2025	FPL	1101005 · Amenity OP Account		-33.74
Bill	88413 9.25	09/05/2025		1530130 · General Utilities	-33.74	33.74
TOTAL					-33.74	33.74
Bill Pmt -Check	091725ACH2	09/17/2025	FPL	1101005 · Amenity OP Account		-179.25
Bill	73535 9.25	09/05/2025		1530130 · General Utilities	-179.25	179.25
TOTAL					-179.25	179.25
Bill Pmt -Check	3123	09/23/2025	Angella Bascom	1101005 · Amenity OP Account		-70.00
Bill	092225	09/23/2025		1530360 · Outside Fitness	-70.00	70.00
TOTAL					-70.00	70.00
Bill Pmt -Check	3124	09/23/2025	Diane Stoever	1101005 · Amenity OP Account		-440.00
Bill	092225	09/23/2025		1530360 · Outside Fitness	-440.00	440.00
TOTAL					-440.00	440.00

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Sweetwater Creek CDD
Check Detail
September 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	3125	09/23/2025	Erin Heaton	1101005 · Amenity OP Account		-70.00
Bill	092225	09/23/2025		1530360 · Outside Fitness	-70.00	70.00
TOTAL					-70.00	70.00
Bill Pmt -Check	3126	09/23/2025	Josie Carleton	1101005 · Amenity OP Account		-105.00
Bill	092225	09/23/2025		1530360 · Outside Fitness	-105.00	105.00
TOTAL					-105.00	105.00
Bill Pmt -Check	3127	09/23/2025	Katherine Roy	1101005 · Amenity OP Account		-70.00
Bill	092225	09/23/2025		1530360 · Outside Fitness	-70.00	70.00
TOTAL					-70.00	70.00
Bill Pmt -Check	3128	09/23/2025	Madeline Rivera	1101005 · Amenity OP Account		-210.00
Bill	092225	09/23/2025		1530360 · Outside Fitness	-210.00	210.00
TOTAL					-210.00	210.00
Bill Pmt -Check	3129	09/23/2025	Miranda Bulger	1101005 · Amenity OP Account		-402.50
Bill	092225	09/23/2025		1530360 · Outside Fitness	-280.00	280.00
Bill	92225	09/23/2025		1530360 · Outside Fitness	-122.50	122.50
TOTAL					-402.50	402.50
Bill Pmt -Check	3130	09/23/2025	Patricia Scott	1101005 · Amenity OP Account		0.00
TOTAL					0.00	0.00
Bill Pmt -Check	3131	09/23/2025	Ronald C. Cullum	1101005 · Amenity OP Account		-140.00
Bill	092225	09/23/2025		1530360 · Outside Fitness	-140.00	140.00
TOTAL					-140.00	140.00

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10/16/25

Sweetwater Creek CDD
Check Detail
September 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	3132	09/23/2025	Tiffany Cunningham	1101005 · Amenity OP Account		-140.00
Bill	092225	09/23/2025		1530360 · Outside Fitness	-140.00	140.00
TOTAL					-140.00	140.00
Bill Pmt -Check	092325ACH1	09/23/2025	FPL	1101005 · Amenity OP Account		-4,123.85
Bill	47441 9.25	09/05/2025		1530130 · General Utilities	-4,123.85	4,123.85
TOTAL					-4,123.85	4,123.85
Bill Pmt -Check	092325ACH2	09/23/2025	AT&T	1101005 · Amenity OP Account		-149.80
Bill	335341682 9/25	09/01/2025		1530100 · Guard House- Intern...	-149.80	149.80
TOTAL					-149.80	149.80
Bill Pmt -Check	3133	09/24/2025	Patricia Scott	1101005 · Amenity OP Account		-350.00
Bill	092225	09/23/2025		1530360 · Outside Fitness	-350.00	350.00
TOTAL					-350.00	350.00
Bill Pmt -Check	400012	09/24/2025	Duval Landscape Maintenance	1101005 · Amenity OP Account		-2,000.00
Bill	32759	09/22/2025		1520070 · Irrigation Repairs & ...	-2,000.00	2,000.00
TOTAL					-2,000.00	2,000.00
Bill Pmt -Check	400013	09/24/2025	Vesta District Services	1101005 · Amenity OP Account		-63,188.43
Bill	428566	08/31/2025		1530010 · Facility Management	-63,188.43	63,188.43
TOTAL					-63,188.43	63,188.43
Bill Pmt -Check	092625ACH1	09/26/2025	Geneva Capital LLC	1101005 · Amenity OP Account		-2,539.71
Bill	86541 9.25	09/01/2025		1530380 · Fitness Equipment R...	-2,539.71	2,539.71
TOTAL					-2,539.71	2,539.71

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Sweetwater Creek CDD
Check Detail
September 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	093025ACH1	09/26/2025	TECO	1101005 · Amenity OP Account		-72.16
Bill	64589 9/25	09/08/2025		1530130 · General Utilities	-72.16	72.16
TOTAL					-72.16	72.16

EXHIBIT 4

**Sweetwater Creek Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025**

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☒ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☒ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☒ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field Manager and/or District Manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Manager visits were successfully completed per management agreement as evidenced by Field Manager and/or District Manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within District Management services agreement

Achieved: Yes ☒ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☒ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☒ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☒ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☒ No ☐

Chair/Vice Chair: Chairman Cervelli
Chairman Cervelli (Oct 8, 2025 07:33:33 EDT)

Date: 08/10/25

Print Name: chairman cervelli

Sweetwater Creek Community Development District

District Manager: Howard McGaffney
Howard McGaffney (Oct 6, 2025 11:59:17 EDT)

Date: 06/10/25

Print Name: Howard McGaffney

Sweetwater Creek Community Development District

EXHIBIT 5

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
POLICY REGARDING SPENDING AUTHORITY**

Adopted by the Board of Supervisors on November 4, 2025

1. **Authorization to Pay Invoices for Work Previously Approved.** The District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board in accordance with such contracts and such payments do not need to be approved by the Board prior to payment nor do they need to be re-approved by the Board at a future meeting.
2. **Limited Spending Authorization.** The Board hereby authorizes the individuals stated below to exercise their judgment to enter into time sensitive and emergency contracts and disburse funds up to the amounts stated below, without prior Board approval for expenses (1) that are required to provide for the health, safety, and welfare of the residents within the District; (2) for the maintenance, repair, or replacement of a District asset; or (3) to remedy an unforeseen disruption in services relating to the District's facilities or assets, if such disruption would result in significantly higher expenses unless the contract is entered into immediately.
 - a. The General Manager may individually authorize such expense up to \$5,000.00 per proposal and/or event.
 - b. The District Manager or Chair (or Vice Chair, if the Chair is unavailable) may individually authorize such expense up to \$10,000.00 per proposal and/or event.
 - c. The District Manager and Chair (or Vice Chair, if the Chair is unavailable) may jointly authorize such expenses that exceed \$10,000.00 per proposal and/or event.
3. **Ratification of Spending Authorization at Future Meeting.** Any payment made or contract entered into pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.
4. **Repeal of Prior Spending Authorizations.** All prior spending authorizations approved by resolution or motion of the Board are hereby repealed.

EXHIBIT 6



**DUVAL
LANDSCAPE
MAINTENANCE, LLC**

With

**Sweetwater Creek
Community Development
District**

**Monthly Reporting
October 2025**



DUVAL LANDSCAPE MAINTENANCE, LLC

Monthly Reporting October 2025

In Progress:

1. More sod replacement on Ensenada and Las Calinas.
2. Woodline push backs throughout the District.
3. Continue sidewalk cut backs.
4. Bi-weekly mowing starts 01 November.

Completed:

1. Select sidewalk cut backs and clean ups.
2. Fall flower change out.
3. Sod replacement outside of entry gate on Las Calinas.
4. Fitness center entry island / fountain beds revamp.

Discussion:

- 1.

Attachments:

1. Irrigation Wet Check Reports are attached. Onda Soccerfield did not get wet checked.

Thank you,

YOUR DUVAL TEAM

Michael Wooldridge
Branch Manager

Josh Boucher
Irrigation Manager

Torre Dunham
Fertilization Manager



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater					
Location	Lft Round		Location	Left of roundabout		Location	Left of roundabout						
Type	RB		Size			Technician	Mark						
Rain Guage	Y	N	Source	Meter	Well	Date	10/1/2025						
Power on	Y	N				Program	A	B	C				
General Information			Backflow			Start Times	10:00 PM						
Valve Type			PRV	Y	N	Run times	2H20M						
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	s	x	x											x					Right of endrede
2	r	x	x	x										x					Right of endrede back sidewalk
3	s	x	x											x					Middle btw endred + Roundabout
4	r	x	x											x					Back of sidewalk left roundabout
5	s	x	x											x					Btw curb and sidewalk Left
6	s	x	x											x					Left of the roundabout

Comments: basic maintance



Duval Landscape
MAINTENANCE



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater						
Location	Right corner		Location	Right corner		Location	Barbells Circle						
Type	RB		Size			Technician	10/1/2025						
Rain Guage	Y	N	Source	Meter	Well	Date	July						
Power on	Y	N				Program	A	B	C				
General Information			Backflow			Start Times	10:00 PM	12:00 PM					
Valve Type			PRV	Y	N	Run times	5H20M	40M					
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	s	x	x											x					BTW curb and sidewalk Calle de
2	s	x	x											x					BTW curb and sidewalk left
3	s	x	x											x					Right corner of Calle de paz
4	s	x	x	x										x					Corner of barbella
5	r	x	x	x										x					Acrooss from controller
6	s	x	x											x					back of sidewalk to codo
7	s	x	x											x					Across from controller/pond
8	r	x	x											x					Along sidewalk by controller
9	s	x	x											x					Along curb left side
10	s	x	x											x					Right side along sidewalk Barbells
11	s	x	x	x										x					Along curb right side
12	r	x	x	x										x					Left side of barbella
13	s	x	x										1	x					Back of sidewalk Right side
14	d	x	x											x					Drip for trees
15	d	x	x											x					Drip for trees

Comments: basic maintance



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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	Sweetwater entry		
Location	Front sign		Location	Front sign		Location	Las colinas		
Type	ICC2		Size	5hp		Technician	Mark		
Rain Guage	Y	N	Source	Meter	Well	Date	10/1/2025		
Power on	Y	N				Program	A	B	C
General Information			Backflow			Start Times	10:00 PM	10:00 PM	12:00 PM
Valve Type			PRV	Y	N	Run Times	5H20M	5Hrs	40Mins
Coverage	Good		MV	Y	N	Days of Week	S	M	T W Th F S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones	
1	s	x	x											x					SW/ Curb at clock	
2	r	x	x											x					SW/ Woodline at clock	
3	s	x	x							1				1	x				Oltero SW/ Curb	
4	R/S	x	x												x				Oltero shrubs SW/ Curb exit side	
5	s	x	x												x				Island past guard gate	
6	s	x	x												x				Entry island	
7	s	x	x					1							x				Exit side beds outside gate	
8	s	x	x							1				2	x				Curb S/W Exit side Lift station	
9	r	x	x												x				Lipizzon both sides	
10	s	x	x												x				Left of lipizzon Curb S/W	
11	s	x	x				1	1		1				1	x				Beds lipozin to curb both sides	
12	R	x	x			1													Beds exist side at bend	
13	s	x	x											1	x				S/W End exit side	
14	r	x	x												x				Back S/W Both sides at bend	
15	s	x	x												x				Curb at bend	
16	s	x	x												x				S/W curb middle entry side	
17	r	x	x												x				Esmeralda Back S/W Entry	
18	s	x	x												x				Esmeralda S/W curb Entry	
19	r	x	x												x				Esmeralda Both sides entry	
20	s	x	x												x				Lift station	
21	s	x	x												x				Esmeralda to lift entry side	
22	s	x	x												x				Before gate entry side	
23	s	x	x												x				Entry curb	
24	s	x	x												x				S/W curb Past entry	



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater								
Location		Lake bank		Location		Location		Brasilia + Glorieta Drive								
Type		RB		Size		Technician		Mark								
Rain Guage		Y	N	Source		Meter	Well	Date		10/1/2025						
Power on		Y	N				Program		A	B	C					
General Information				Backflow			Start Times		10:00 PM							
Valve Type				PRV		Y	N	Run times		2H40M						
Coverage		Good		MV		Y	N	Days of Week		S	M	T	W	Th	F	S

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

Comment: Basic Maintenance



Duval Landscape
MAINTENANCE



Duval Landscape



Duval Landscape

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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater			
Location	Right lake		Location	Right lake		Location	Torcido controller			
Type	RB		Size			Technician	Mark			
Rain Guage	Y	N	Source	Meter	Well	Date	10/1/2025			
Power on	Y	N				Program	A	B	C	
General Information			Backflow			Start Times	10:00 PM	10:00 PM	8:00 PM	
Valve Type			PRV	Y	N	Run times	3H10M	3H20M	30M	
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W Th F S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones	
1	s	x	x												x				Island front of clubhouse	
2	s	x	x												x				Behind Amenity center	
3																			no wire	
4	r	x	x												x				Next to pickle ball court	
5	r	x	x												x				Woodline back of clubhouse	
6	r	x	x												x				entry	
7	s	x	x												x				Front of aminity center left side	
8	r	x	x												x				Back Parking Lot	
9	s	x	x												x				At pool pump	
10	s	x	x												x				At pool pump	
11	s	x	x												x				Back fence behind pool	
12																			No wire	
13																			no wire	
14	s	x	x												x				Ensanada Flowers	
15	s	x	x												x				Ensanada Curb	
16	s	x	x												x				Ensanada Medio-across st	
17	s	x	x												x				Ensanada Across st	
18	s	x	x												x				Torcido shrubs 80-140	
19	s	x	x												x				Torcido turf 80-end	
20	s	x	x												x				Torcido shrubs 140-end	
21	r	x	x												x				Park	

Comments: General Maintenance



Duval Landscape
MAINTENANCE



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater					
Location	Right corner		Location	Right corner		Location	Rincon dr and ensenada						
Type	RB		Size			Technician	Mark						
Rain Guage	Y	N	Source	Meter	Well	Date	10/1/2025						
Power on	Y	N				Program	A	B	C				
General Information			Backflow			Start Times		10:00 PM	10:00 PM	12:00 PM			
Valve Type			PRV	Y	N	Run times	6H	6H	20M				
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	s	x	x											x					Across from Park right
2	s	x	x											x					Right of rincon
3	s	x	x											x					Around controller
4	s	x	x											x					BTW curb and sidewalk left side
5	s	x	x											x					Right side ensanada 1/2 way
6	s	x	x											x					Right side ensanada 3/4 way
7	s	x	x											x					Right side ensanada end
8	s	x	x	x										x					Ensanada/ Rincon right side flowers
9	s	x	x	x		1								x					Ensanada/Rincon Left side flowers
10	s	x	x			1								x					Rincon 300-248
11	s	x	x											x					Rincon 238-202
12	s	x	x			1								x					Rincon 190*150
13	s	x	x											x					Rincon 130-88
14	s	x	x											x					Rincon 78-clock
15	r	x	x											x					Rincon Pond clock-98
16	r	x	x											x					Rincon pond 108-290
17	r	x	x											x					Rincon pond to ensanada
18	r	x	x											x					Ensanada Pond at clock
19	s	x	x											x					Ensanada left side at park
20	s	x	x											x					Ensanada left side 1/4 way
21	s	x	x											x					Ensanada left side 1/2 way
22	s	x	x											x					Ensanada left side 3/4 way
23	s	x	x											x					Ensanada left side end
24	r	x	x											x					Park lift station
25	r	x	x											x					Park right side
26	r	x	x											x					Park left side



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater	
Location	Right of circle		Location	Right of circle		Location	Right of round about		
Type	RB		Size			Technician	Mark		
Rain Guage	Y	N	Source	Meter	Well	Date	10/1/2025		
Power on	Y	N				Program	A	B	C
General Information			Backflow			Start Times	10:00 PM	10:00 PM	12:00 PM
Valve Type			PRV	Y	N	Run Times	4H30M	8H10M	20M
Coverage	Good		MV	Y	N	Days of Week	S	M	T W Th F S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	r	x	x											x					Center of round about
2	s	x	x											x					Along curb right of lazo court
3	s	x	x											x					Along sidewalk left of enrede
4	s	x	x	x										x					Right of lazo along sidewalk
5	s	x	x	x										x					Left of Lazo to roundabout
6	r	x	x											x					From lazo to roundabout
7	s	x	x											x					Right side of roundabout
8	r	x	x											x					Along berm on Ensenada
9	s	x	x											x					Right side between curb and walk
10	r	x	x											x					Along berm on Ensenada
11	s	x	x											x					NA
12	r	x	x									1		x					Along berm on Ensenada
13	s	x	x											x					Right side at bend
14	s	x	x											x					Right side between curb and walk
15	s	x	x											x					Back sidewalk right of enrede
16	s	x	x											x					Between curb and walk b4 enrede
17	r	x	x											x					Between enrede and medio
18	s	x	x							1				1	x				Left of enrede
19	s	x	x											x					Right of medio on corner
20	s	x	x		1									x					Left of park entry
21	s	x	x											x					Left side along Endenada
22	s	x	x											x					Back sidewalk on Ensdenada
23	s	x	x											x					Left side along Endenada
24	s	x	x											x					Left side along Endenada

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

Comments: General Maintenance



Duval Landscape
MAINTENANCE



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater	
Location	Right lake		Location	Right lake		Location	Middle lift station		
Type	RB		Size			Technician	Mark		
Rain Guage	Y	N	Source	Meter	Well	Date	10/1/2025		
Power on	Y	N				Program	A	B	C
General Information			Backflow			Start Times	10:00 PM	10:00 PM	12:00 PM
Valve Type			PRV	Y	N	Run Times	5H	7H	1H
Coverage	Good		MV	Y	N	Days of Week	S	M	T
							W	Th	F
							S		

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

25	r	x	x												x				Around lake
26	r	x	x												x				around lake
27	r	x	x												x				Berm Left Glorieta
28	r	x	x												x				Berm right of Glorieta
29	r	x	x												x				pond on oletta way.
30	S																		Las Celinas/ovalo

Comments:



Duval Landscape
MAINTENANCE



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		Del norte						
Location	Lift station		Location	Lift station		Location		Rio Del norte						
Type	Hunter		Size	5hp		Technician		Mark						
Rain Guage	Y	N	Source	Meter	Well	Date		10/1/2025						
Power on	Y	N					Program	A	B	C				
General Information			Backflow				Start Times	10:00 PM	12:00 PM					
Valve Type			PRV	Y	N	Run Time		1H40M	30Min					
Coverage	Good		MV	Y	N	Days of Week		S	M	T	W	Th	F	S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1																			
2	r	x	x												x				Island back of Del norte
3	s	x	x	x											x				Both sides at stop sign
4	r	x	x	x											x				Right side back of sidewalk
5	r	x	x												x				Island at mailboxes

Comments: Regular maintenance-



Duval Landscape
MAINTENANCE

EXHIBIT 7

LANDSCAPE AND IRRIGATION:

- Supervisor Collins has been assigned to work with me regarding the Fitness Center landscaping facelift. We will be creating a plan, seeking bids and will present them at the January meeting. We began prepping the Fitness Center by renting an excavator and having Jamie remove several dead grasses. The two areas were the soon to be Bocce Ball court spot and the north side of the building. We also removed several grasses at Privado Park and the Las Calinas Gate. This has allowed us to have invoices and estimates lowered.
- Duval replaced the plants/flowers at the Fitness Center and expanded the colors to the fountain and west end of the entrance island. We now have a continual look as you enter the property. These flowers will turn over the first week of December to the red and whites for the Holidays.
- The new well seems to be working and no failures have been reported.
- There are three estimates to add pine nuggets to the Fitness Center.

POND AND FOUNTAIN MAINTENANCE:

- Burchfield electric finished the repair and Future Horizons installed the repaired pump. The pump ran nicely until Saturday, October 25th. The issue was a timer. The pump and electric are working as planned. There have been two "nuisance" alligators that I have reported to FWC. Each request is given a 45-day permit for a trapper to harvest the gator. The one on Rio del Norte was elusive and not caught. The trapper is currently trying to get the alligator reported on Las Calinas.

FITNESS CENTER:

- Attendance: 5912 as of October 27th. This also includes approximately three days when multiple residents and families were knocked out of the system by the year turnover in the system.
- Cardio equipment repairs are scheduled and ongoing. All of the machines are operable but one doesn't have the television channels and another has an issue with the headphone jack.

- There have been requests for some weights and small equipment to be added to the Zen room because the Functional Fitness can get crowded. I am keeping that room relatively clear for stretching but am getting estimates for mirrors.
- Squatober went incredibly well and the participation was better than ever. In November we will have the Planksgiving challenge.

PARKS AND RECREATION:

- SportzTurf finished at Privado Park. It looks phenomenal and we have received multiple compliments. I have three estimates attached showing the cost of adding pine nuggets to the sides and ends of the park. It would make the project finished and sharp. I have added two pictures so you can see both the turf and the area that we cleared.
- Bocce ball Courts: Earthscapes plans on starting the courts the first week of November. The goal is to have them operable by Thanksgiving.
- There is an estimate attached that is for adding mulch to the playgrounds. Since the shade was installed there was a loss and misplacement of a fair amount of mulch. I advised that we top off both parks with First Coast Mulch.

PICKLEBALL:

- The Intermediate and Advanced League has been going strong. We have seven Advanced Teams and twelve intermediate teams. The addition of the DUPR and Swish software has enhanced the league enjoyment and has aided in the league operations.
- We have approximately 800 Court Reserve memberships.

MAINTENANCE:

- Jamie has ground over 25 cracks in the neighborhood. We have started with safety issues and will next move to areas of concern. The first week we rented a scarifier from Home Depot. I purchased one for the price of renting one, twice. Jamie has been able to schedule the maintenance as needed. We will eventually have a maintenance check of each sidewalk to stay on top of any changes. This machine should also be able to address some asphalt issues.

- I purchased a trailer to hold the incoming pressure washer. The pressure washer will take a few weeks to arrive as it requires a check request. "Building" a pressure washing set up proved to be a better financial decision but did delay our implementing of the service. Once built, we will treat safety issues, common areas such as the curbs on Ensenda and then work our way through the neighborhood.

ENVERA:

- Installation of the equipment and delivery of the RFID tags is scheduled for December 17th

EXHIBIT 8

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR LANDSCAPE MAINTENANCE SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sweetwater Creek Community Development District (“**District**”) is a local unit of special-purpose government established and operating pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized to construct, acquire, operate and maintain certain public improvements; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) hereby finds that it is in the District’s best interest to competitively solicit proposals through a Request for Proposals (“**RFP**”) process for landscape maintenance services and other related improvements within the District (“**Project**”); and

WHEREAS, the Board desires to authorize the distribution and issuance of the RFP for the Project, and desires to approve the RFP Notice and Evaluation Criteria to be included therein in substantially the form attached hereto as **Composite Exhibit A**; and

WHEREAS, the Board desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to effectuate any further revisions to the Project Manual, including the documents attached as **Composite Exhibit A** to this Resolution, as is in the best interests of the District.

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

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby approves the distribution and issuance of the RFP for the Project and approves in substantial form the RFP Notice and Evaluation Criteria as attached hereto as **Composite Exhibit A**, which documents may be subject to further review and revision by District staff, as finally approved by the District’s Chairman or Vice Chairman. The Board further authorizes the Chairman or Vice Chairman, in consultation with District staff, to finalize the RFP Project Manual and authorizes issuance of the publication of the RFP Notice as finally approved.

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

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

PASSED AND ADOPTED this 4th day of November 2025.

ATTEST:

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Composite Exhibit A: RFP Notice
Evaluation Criteria

Sweetwater Creek
Community Development District

250 International Pkwy. Ste. 208
Lake Mary, FL. 32746
P: 321-263-0132

October 28, 2025

St. Augustine Record
One News Place
St. Augustine, FL 32086

Phone: (904) 829-6562

Sent Via Email

legals@staugustine.com

RE: Request for Proposals

Please publish the attached Notice of Meeting on **Friday, November 7, 2025** and send your proof of publication and invoice to the following:

Please publish this notice in the St. Johns County Section

Charge to Account #: - - - - Sweetwater Creek CDD

Send to:

Jackie Leger
Vesta District Services
250 International Pkwy., Ste. 208
Lake Mary, FL. 32746

If you have any questions, please call me at (321) 263-0132 ext. 741

Sincerely,
Jackie Leger

Cc: Howard McGaffney
Mary Grace Henley

Attachment

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (LMS-11-07-2025)
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
St. Johns County, Florida**

Notice is hereby given that the Sweetwater Creek Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for **public inspection** and may be obtained from the District’s office c/o Vesta District Services, located at **250 International Pkwy., Ste. 208, Lake Mary, FL. 32746**, beginning **December 12, 2025**, or by sending an email to howard@fcsmanagementgroup.com with a copy to jleger@vestapropertyservices.com.

There will be an optional pre-proposal meeting held on December 5, 2025, at 10:00 a.m. at 1865 North Loop Parkway, St. Augustine, Florida 32095. In order to submit a proposal, each Proposer must (1) be authorized to do business in the County of the project and the State of Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit **one (1) original and eight (8) hard copies of their proposal AND a PDF file on a flash-drive no later than December 12, 2025, at 10:00 a.m. (EST) at 1865 North Loop Parkway, St. Augustine, Florida 32095, Attention: Howard McGaffney.** The proposals will be publicly opened at that time and place. **Additionally, as further described in the Project Manual, each Proposer shall submit a proposal bond or cashier’s check in the amount of Fifty-Thousand Dollars (\$50,000.00)** with its proposal. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

There will be a Board of Supervisors meeting, held at 1865 North Loop Pkwy, St. Augustine, Florida 32095 on Thursday, January 8, 2026, at 4:00 p.m. The Board of Supervisors will review proposals, rank and make their selection at this meeting or the next scheduled meeting.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the day of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, or contract documents. **Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager, 250 International Pkwy., Ste. 208, Lake Mary, FL. 32746, or by sending an email to howard@fcsmanagementgroup.com.**

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest of the District to do so. **All questions relative to this project shall be directed in writing by email only to Howard McGaffney at howard@fcsmanagementgroup.com, with a copy to Mary Grace Henley at marygrace@cddlattorneys.com.**

Sweetwater Creek Community Development District
Howard McGaffney, District Manager

**PROJECT MANUAL
FOR
LANDSCAPE AND/OR IRRIGATION MAINTENANCE SERVICES**

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

NOVEMBER 7, 2025

DRAFT

Due Date / Time: December 12, 2025, by 10:00 A.M.

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**LANDSCAPE AND/OR IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (LMS-11-07-2025)
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
St. Johns County, Florida**

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There will be a mandatory pre-proposal meeting held on December 5, 2025, at 10:00 a.m. at 1865 North Loop Parkway, St. Augustine, Florida 32095. In order to submit a proposal, each Proposer must (1) be authorized to do business in the County of the project and the State of Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation (to the extent that irrigation services are awarded) maintenance contractor. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit **one (1) original and (8) hard copies of their proposal AND a PDF file on a flash-drive no later than December 12, 2025, at 10:00 a.m. (EST) at 1865 North Loop Parkway, St. Augustine, Florida 32095, Attention: Howard McGaffney.** The proposals will be publicly opened at that time and place. Additionally, as further described in the Project Manual, each Proposer shall submit a proposal bond or cashier's check in the amount of Fifty-Thousand Dollars (\$50,000.00) with its proposal. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

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Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest of the District to do so. **All questions relative to this project shall be directed in writing by email only to Howard McGaffney at howard@fcsmanagementgroup.com, with a copy to Mary Grace Henley at marygrace@cddlattorneys.com.**

Sweetwater Creek Community Development District
Howard McGaffney, District Manager

Commented [MH1]: Mac: We suggest providing an email address and/or telephone number here, so proposers can request the Project Manual via email and/or phone instead of just mailing a letter or going in person to Vesta's corporate offices.

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
Landscape and/or Irrigation Maintenance Services (LMS-11-07-2025)
St. Johns County, Florida

Instructions to Proposers

1. **DUE DATE.** A written sealed proposal ("Proposals") with one (1) original, and eight (8) hardcopies AND a PDF file on a flash-drive must be received from interested parties ("Proposer") no later than **Friday, December 12, 2025, at 10:00 A.M.** at **1865 North Loop Parkway, St. Augustine, Florida 32095, Attention: Howard McGaffney.** Proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
November 7, 2025	RFP Notice is issued.
November 7, 2025	RFP package available for download.
December 5, 2025, at 10:00 a.m.	Mandatory Pre-Proposal Meeting
Upon notice to the District Manager	Site inspections are available at any time.
December 8, 2025, at 5:00 P.M.	Deadline for Questions.
December 12, 2025, at 10:00 A.M.	Proposal Submittal Deadline.
January 9, 2026, at 4:00 P.M.	Board Meeting, Review of Proposals, Ranking & Selection
February 1, 2026	Estimated Contract Start Date

3. **PRE-PROPOSAL MEETING: DECEMBER 5, 2025 AT 10:00 A.M., 1865 NORTH LOOP PKWY., ST. AUGUSTINE, FLORIDA 32095**

4. **SIGNATURE ON PROPOSAL.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. **PROPOSAL GUARANTEE.** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier's check in the amount of **Fifty Thousand Dollars (\$50,000.00)** with its Proposal ("Proposal Guarantee"). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed ninety (90) days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract.

The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE ITEMS UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

8. PROJECT MANUAL. The "Project Manual," and any addenda thereto, will be available from the District Manager's office by sending an email to howard@fcsmanagementgroup.com with a copy to jleger@vestapropertyservices.com.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Howard McGaffney at howard@fcsmanagementgroup.com and Mary Grace Henley at marygrace@cddl原因ers.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after December 8, 2025, at 5:00 p.m. will not be answered. Answers to all questions will be provided to all Proposers by e-mail by December 9th at 5:00 p.m. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) original, and eight (8) hard copies AND one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Sweetwater Creek Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed pricing in the proposal. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. **Unit costs for annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Authorized Representative(s).**

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract substantially in the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in the County of the project and the State of Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be considered in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed ninety (90) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The blackout period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the forms supplied with all the blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of the Project Manual (i.e., by no later than November 12, 2025), and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Vesta District Services, 250 International Pkwy., Ste. 208, Lake Mary, Florida 32746**. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneously with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial one-year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of _____. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

DRAFT

REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES (LMS-11-07-2025)
EVALUATION CRITERIA

COMPANY NAME:	POINTS AWARDED
LANDSCAPE AND IRRIGATION MAINTENANCE RFP (LM-11-07-2025) EVALUATION CRITERIA	
Adherence to RFP Instructions (Maximum Points=15)	
This criteria evaluates the extent to which the proposer has followed all instructions outlined in the RFP, including submission format, required documentation, deadlines, and response structure. Proposals will be scored based on completeness, clarity, and organization. Full points will be awarded to proposals that fully comply with all RFP guidelines without omissions or deviations, demonstrating attention to detail and professionalism. Partial points may be given for minor inconsistencies, while significant non-compliance (e.g., missing required forms or exceeding page limits) may result in lower scores.	
Company Qualifications (Maximum Points=15)	
This category assesses the overall qualifications of the company, including organizational structure, personnel expertise, certifications, licenses, and resources dedicated to landscape and irrigation maintenance services. Scoring will consider factors such as the qualifications of key staff (e.g., certified arborists, irrigation specialists, or landscape architects), company history in the industry, and evidence of ongoing training or professional development. Higher scores will be awarded to companies providing detailed resumes, proof of relevant certifications (e.g., ISA Certified Arborist, Certified Irrigation Technicians), and a clear demonstration of capacity to handle the scope of work. Geographical location to the District will also be considered. Proposals lacking substantiation or showing limited qualifications will receive lower scores.	
Financial Capability (Maximum Points=15)	
This category addresses whether the proposing company has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. The proposing company should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements for the past 3 years, or similar financial information representing the revenue and financial health of the company. Higher scores will be awarded to companies demonstrating strong financial health, no history of defaults or bankruptcies, and adequate financial resources to cover potential project contingencies. Weak financial documentation or indications of instability will lead to lower scores.	
Experience (Maximum Points=30)	
The proposing company's understanding of the District's needs, scope of work, method of approach to managing landscape maintenance and irrigation maintenance and demonstrated the capacity and capability to fulfill the requirements of an annual contract with the District. The proposing company has significant experience in successfully providing the same scope of services in other Districts of similar size. Higher scores will be awarded to proposing companies with extensive, verifiable experience in areas such as turf management, plant health care, irrigation system installation/repair, and attention to detail. Limited or unrelated experience will result in reduced scores.	
Price - Total Bid (Maximum Points=25)	
A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDED POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.	
POINTS TOTAL	
SIGNATURES:	DATE:

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Sweetwater Creek Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual **by no later than November 12, 2025**, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 20__.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____
Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

DRAFT

PROPOSAL FORM
SECTION I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ____ No ____

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ____ No ____

If no, please explain _____

- *What are the Proposer's current insurance limits?*

INSURANCES	LIMIT \$	EXPIRATION DATE
General Liability	\$	
Commercial Automobile	\$	
Umbrella/Excess	\$	
Workers Compensation	\$	

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

LICENSES	COUNTY, STATE, OR FEDERAL	IN GOOD STANDING (Y/N)

PROPOSAL FORM
SECTION II – PERSONNEL AND EQUIPMENT

- List the location of the Proposer's office, which would perform work for the District.

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- Required Staffing Levels - Landscape maintenance staff will include the following:**

POSITION	NUMBER OF STAFF PROVIDED	NUMBER OF DAYS PER WEEK
ACCOUNT MANAGER	1	1
CHEM, FERT, & PEST	1	1
MAINTENANCE TEAM	4	5

In addition to the staffing levels identified above, the Proposer must separately include pricing for one (1) irrigation maintenance technician to be onsite for three (3) days per week. The District reserves the right to contract separately for irrigation maintenance services.

- Technical Personnel – Does the Proposer currently employ any of the technical personnel who have expertise in the fields listed below or other fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):

NAME OF PERSONNEL	TECHNICAL POSITIONS	CERTIFICATION(S)
	CHEMICAL, FERTILIZATION, PEST	
	ARBORCULTURE	
	HORTICULTURE	
	IRRIGATION	

- Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Serviced dates: _____

- Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Serviced dates: _____

- Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:

- **SUBCONTRACTORS:** Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

COMPLETE THIS PAGE AND ATTACH PROFESSIONAL PROFILES OR RESUMES

PROPOSER: _____

DATE: _____

[illegible]

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH WORK AT THIS PROPERTY**

PROPOSER: _____

DATE: _____

[illegible]

PROPOSAL FORM
SECTION III – EXPERIENCE

- List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (5) years starting with the latest year and ending with the most current year:

2025	\$
2024	\$
2023	\$
2022	\$
2021	\$

- Has the Proposer performed work for community development district previously?
Yes ___ No ___
- Please provide the following information for 3 communities similar to this property, that your company has been contracted for at least 3 years and are currently being provided by your company. The projects must include irrigation maintenance, fertilization, mowing, pest control, weed control, annual flower installation and mulch applications as well. Attach additional sheets if necessary.

Community Name	City / County	Annual Contract Amount
		\$
Contact Name	Contact Phone/Email	Is This Property a CDD (Y/N)
Describe the services provided to this community and how it is similar to this property		
Community Name	City / County	Annual Contract Amount
		\$
Contact Name	Contact Email	Contact Phone
Describe the services provided to this community and how it is similar to this property		
Community Name	City / County	Annual Contract Amount
		\$
Contact Name	Contact Email	Contact Phone
Describe the services provided to this community and how it is similar to this property		

- Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes ____ No ____ For each such incident, please provide the following information (attach additional sheets as needed):

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Serviced dates: _____

Reason for Termination: _____

- Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ____ No ____

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ____ No ____

If yes, please describe each incident _____

- Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?
Yes ____ No ____ If yes, please provide:

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.

List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.

**PROPOSAL FORM
SECTION IV PRICING**

NOTE: This pricing form is intended to cover pricing for the first three (3) years of the contract. The District may, in its sole discretion, renew the contract for up to two (2) additional one (1)-year terms (i.e., Year 4 and Year 5), and it is assumed that prices will remain the same through each of the two (2) additional potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the pricing stated below will be binding for the first three (3) years, and the third year of pricing will remain in effect for Year 4 and Year 5.

NOTE: Parts 5 and 6 are not to be included in the Total Annual Amount. Provide individual annual pricing for these parts in the table below.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials, and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

INITIAL TERM (February 1, 2026 – September 30, 2026) (8 months)	ANNUAL COST
PART 1: General Landscape and Lawn Maintenance	\$
PART 2: Chemical, Fertilization, Weed Control, Lawn Pest Program	\$
PART 3: Pest Control: Trees, Shrubs, Ornamentals, Ground Cover	\$
PART 4: Seasonal Flower Rotation (4 / YR.) (2,000 4" Flowers)	\$
SUBTOTAL Parts 1 - 4	\$
PART 5: Irrigation Maintenance Program (5 days / week)	\$
PART 6: Pine Bark Mulch and Pine Straw (2 applications / YR.)	\$
TOTAL PARTS 1 - 6	\$

YEAR 2 (October 1, 2026 – September 30, 2027) (12 months)	ANNUAL COST
PART 1: General Landscape and Lawn Maintenance	\$
PART 2: Chemical, Fertilization, Weed Control, Lawn Pest Program	\$
PART 3: Pest Control: Trees, Shrubs, Ornamentals, Ground Cover	\$
PART 4: Seasonal Flower Rotation (4 / YR.) (2,000 4" Flowers)	\$
SUBTOTAL Parts 1 - 4	\$
PART 5: Irrigation Maintenance Program (5 days / week)	\$
PART 6: Pine Bark Mulch and Pine Straw (2 applications / YR.)	\$
TOTAL PARTS 1 - 6	\$

YEAR 3 (October 1, 2027 – September 30, 2028) (12 months)	ANNUAL COST
PART 1: General Landscape and Lawn Maintenance	\$
PART 2: Chemical, Fertilization, Weed Control, Lawn Pest Program	\$
PART 3: Pest Control: Trees, Shrubs, Ornamentals, Ground Cover	\$
PART 4: Seasonal Flower Rotation (4 / YR.) (2,000 4" Flowers)	\$
SUBTOTAL Parts 1 - 4	\$
PART 5: Irrigation Maintenance Program (5 days / week)	\$
PART 6: Pine Bark Mulch and Pine Straw (2 applications / YR.)	\$

TOTAL PARTS 1- 6	\$
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**PROPOSAL FORM
SECTION IV PRICING
RATES FOR ADDITIONAL SERVICES**

Provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

GENERAL LANDSCAPE SERVICES	HOURLY RATE
Mowers w/operator	
Bush-Hog w/operator	
General Laborer-with hand equipment	
General Laborer-trash pickup	
Chem / Fert Technician liquid with truck	
Chem / Fert Technician with granular applicator	
Certified Irrigation Technician	
General Laborer-Irrigation Breaks/Repairs	
Bushhog/Brush Cuts	
EMERGENCY OR DISASTER DEBRIS REMOVAL	HOURLY RATE
Supervisor with transportation	
Chainsaw w/operator	
Bobcat w/operator	
Front End Loader/Bucket Tractor w/operator	
Grapple, Loader w/operator	
Dump Truck for Debris Removal w/operator	
Certified Arborist	
Horticulturalist Consultant	
Freeze Protection	
After Hours Emergency Services	

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

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through Vi) on behalf of _____ ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2025.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Concord Station Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____
("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is _____

4. Proposer's Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

(☐) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(☐) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

(☐) There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

(☐) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

(☐) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2025.

Proposer: _____

By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of__ physical presence or__online notarization, this ___ day of _____, 2025, by _____, as _____ of, _____ on its behalf. He/She [____] is personally known to me or [____] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH
ACTIVITIES IN THE IRAN TERRORISM SECTORS LIST**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Towne Park Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is _____

4. Proposer's Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
5. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities In The Iran Terrorism Sectors List, created pursuant to Section 215.473, *Florida Statutes*, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities In The Iran Terrorism Sectors List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities In The Iran Terrorism Sectors List.

[Signatures on Following Page]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this _____ day of _____, 2025.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, who appeared before me this _____ day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of _____, a Florida _____ [limited liability company/corporation] (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Date: _____, 2025

FURTHER AFFIANT SAYETH NAUGHT.

[Contractor] _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ☐ physical presence or ☐ remote notarization by _____, as _____, of _____ [Contractor], who is ☐ personally known to me or ☐ who produced _____ as identification this ____ day of _____, 2025.

(Notary Seal)

Notary Public

**FORM OF AGREEMENT FOR
LANDSCAPE [AND IRRIGATION]* MAINTENANCE SERVICES**

**Note: the District reserves the right to contract separately for irrigation maintenance services. If the District elects to contract separately, those services will be removed from this agreement.*

THIS AGREEMENT (“**Agreement**”) is made and entered into this 1st day of February 2026, by and between:

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, whose mailing address is c/o DPFG Management & Consulting, LLC d/b/a Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”); and

[CONTRACTOR], a [Florida/foreign] [corporation/limited liability company], whose address is [Address] (“**Contractor**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, landscaping and irrigation improvements; and

WHEREAS, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services within the District; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a project manual and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

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

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

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

2. SCOPE OF SERVICES.

- a.** The Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **Exhibit D (“Work”)**.
- b.** The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **Exhibit D** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor

agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **Exhibit B**.

- c. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work.
- d. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.
- e. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.**

- a. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **Exhibit C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- b. In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).
- c. Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.
- d. Contractor shall maintain at all times strict discipline among its employees and shall not employ for performance of Work contemplated under this Agreement any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor and shall maintain themselves in a neat and professional

manner. No smoking in or around the buildings will be permitted. No solicitation of any kind is permitted on District property.

4. INSPECTIONS.

- a. The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates its **District Manager and General Manager**, or their designees, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). In the event the District Manager and Field Manager provide differing direction, Contractor shall not take direction from either District Representative and immediately contact the Chairperson of the Board of Supervisors and District Counsel to resolve the conflict. The District shall have the right to change its designated representatives at any time by written notice to the Contractor.
- b. The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month.
- c. The Contractor agrees to meet with a District Representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items ("**Field Inspection Report**") that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Field Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense shall constitute cause for termination of this Agreement at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Field Inspection Report, (but in no circumstance no longer than a one (1)-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than five (5) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- d. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **[RESERVED].**

7. **COMPENSATION; TERM.**

- a. This Agreement shall be effective as of February 1, 2026 (“**Effective Date**”). The initial term of this Agreement shall begin on the Effective Date and continue through September 30, 2026 (“**Initial Term**”), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for up to four (4) annual renewals with the same terms set forth herein, in the District’s sole discretion. Notwithstanding anything to the contrary herein, the District’s obligation to pay under this Agreement are contingent upon an annual appropriation by the District’s Board of Supervisors and the levy of a valid operations and maintenance special assessment. In the event that such annual appropriation is not made, this Agreement shall be terminated with no further obligations of the Contractor.
- b. As compensation for the Work, the District agrees to pay Contractor _____ (\$ _____) per year, in monthly amounts of _____ (\$ _____). Such compensation covers only the items specified as Essential Services in the Contractor’s Proposal Form – Part IV – Pricing (“**Contract Amount**”). Additionally, for the services specified as Additional Services or Emergency Services in the Contractor’s Proposal Form – Part IV – Pricing, attached hereto as **Exhibit B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor’s Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order (“**ASO**”). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor’s proposal pricing (attached as part of **Exhibit B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall be for services actually

rendered in the preceding month and shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et seq., Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iii. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
 - iv. Commercial Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - v. Contractors Pollution Liability with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.

- b. The District and its respective staff, supervisors, officers, agents, and consultants shall be named as additional insureds on all above listed policies except Workers' Compensation and Employer's Liability Coverage. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the additional insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- c. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- d. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- e. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- f. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- g. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due Contractor.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

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

11. WARRANTY AND COVENANT.

- a. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement, or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the Work.
- b. Contractor hereby covenants to the District that it shall perform the Work:
 - i. using its best skill and judgment and in accordance with generally accepted professional standards; and
 - ii. in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform.
- c. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals

(e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. TAX-EXEMPT DIRECT PURCHASES. The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms (“**Requisitions**”) for all materials to be directly purchased by the District.
- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- d. The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The Contractor’s possession of the materials will constitute a bailment. The Contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District’s issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the

District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, 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.

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

18. SUCCESSORS; ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

19. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. E-VERIFY REQUIREMENTS. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

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

23. AGREEMENT; AMENDMENTS. This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency between this document and the exhibits attached hereto, this Agreement shall control. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

24. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be St. Johns County, Florida.

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

26. NOTICES. Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Sweetwater Creek Community Development District
c/o DPGF Management & Consulting, LLC d/b/a
Vesta District Services
250 International Parkway, Suite 208
Lake Mary, Florida 32746
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

B. If to Contractor: [Contractor]

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, AND 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

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

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

31. 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.

32. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor 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*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

33. PUBLIC ENTITY CRIMES. Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

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

35. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Contractor 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, Contractor shall immediately notify the District. If Contractor 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below.

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Its: _____

[CONTRACTOR],
a _____

By: _____
Its: _____

- Exhibit A:** **Scope of Services**
- Exhibit B:** **Proposal Pricing (Part IV of Proposal Form)**
- Exhibit C:** **Maintenance Map**

EXHIBIT A
Scope of Services

EXHIBIT B
Proposal Pricing

EXHIBIT C
Maintenance Map

SCOPE OF SERVICES

General Requirements:

The Contractor shall provide labor, equipment, and materials to maintain the landscape and irrigation for the lands owned by the Sweetwater Creek Community Development District.

Reporting:

The Contractor will notify the General Manager by phone or email whenever the crew is onsite and has performed a service. Weekly services reports shall be emailed to the General Manager in pdf format outlining the completed services for the week, any discrepancies from what was required, a date specific to complete the work, and any notes of issues that are outside the scope of work that need addressed. The Contractor shall ensure photos documentation, descriptions and locations are included in all reporting.

The Contractor shall email a monthly Landscape and/or Irrigation Maintenance report in pdf format to the General Manager. The report will be included in the monthly Board meeting agendas. The report will summarize the work completed in the prior month by departments and locations within the community, and will include photo documentation of: **Pest Control, Trees and Shrubs, Annuals, Ornamental Grasses, Chemical Applications, Mowing, Irrigation, Irrigation Repairs, Sod Replacement, and special projects needing attention.**

Quality Control Inspections:

A qualified representative from the Contractor's firm shall accompany the District representative on monthly quality inspections. Any deficiencies within the scope of service shall be corrected within 7 days of each inspection.

Monthly Pest Inspections: Turf, Beds, Trees, Shrubs, Ornamentals and Groundcover shall be completed by a qualified technician or representative of the company. The monthly reports shall include a summary of findings and treatments by location with photo documentation.

Attendance at Meetings:

Upon request of the District, the Contractor shall attend regularly scheduled District meetings.

Licensure:

Contractor must have and maintain the appropriate licensure for business operation within St. Johns and the State of Florida. This includes irrigation licensing, pest control business license and applicable business license. Sub-contracting services under this scope is not allowed.

IN THE EVENT THAT THE PROPERTY IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING TO BRING THE PROPERTY UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

PART 1: GENERAL LANDSCAPE AND LAWN MAINTENANCE

Mowing:

All grass areas and pond banks shall be mowed according to the following schedule, ensuring completion within four (4) days after commencement of each mowing event:

- Growing Season (March 1 – October 31):
 - All Bermuda Turf: Weekly, maintained at a height of 0.75–1.25 inches for Celebration Bermuda and 1.5–2 inches for other Bermuda varieties.
 - St. Augustine Turf and Bahia Roadsides: Weekly, maintained at a height of 3.5–4 inches.
 - Pond Banks: Weekly, maintained at a height of 4–4.5 inches to minimize erosion.
- Dormant Season (November 1 – February 28/29):
 - All Bermuda Turf and St. Augustine Turf: Twice monthly.
 - Bahia Roadsides: Twice monthly.
 - Pond Banks: Once monthly.
- Grass and weeds within turf shall not exceed 5 inches in height.
- No more than one-third of the leaf blade height shall be removed during any single mowing.
- Rotary mowers with mulching decks are required, with the mulching kit in the “closed” position at all times, particularly when mowing pond banks and parks.
- Pond banks shall be mowed in a counterclockwise direction to reintroduce nutrients into the soil.
- Clippings may remain on the lawn if no visible clumps are present post-mowing. Large clumps must be collected and removed or left to dry for no more than one day and redistributed. In case of fungal disease outbreaks, clippings shall be collected until the disease is controlled.
- Mowers must blow clippings away from pond banks to prevent debris from entering water.
- Contractor shall restore any damage caused by mowing equipment within 24 hours at their sole cost.

String Trimming

- Trimming around obstacles (e.g., fence posts, signs, lights) and at pond edges, bridge entrances, control structures, and mitered end sections shall occur at every mowing event.
- Trimming height shall match or slightly exceed mowing height to prevent scalping, particularly at pond banks to minimize erosion.
- Trimmings shall not enter water bodies, and excessive clippings shall be hand-removed.

Edging

- Hard-edged areas (curbs, sidewalks, bike paths, trails) shall be vertically edged at every mowing event.
- Soft-edged areas (tree rings, shrub, and groundcover bed lines) shall be edged every other week during the growing season and monthly during the dormant season.
- Chemical edging is prohibited.
- All edging shall meet the DISTRICT’s satisfaction.

Weeding

- All ground cover, turf areas, shrub beds, tree rings, natural areas, and hardscape shall be kept reasonably free of weeds and grasses, and maintained in a neat, orderly, and cultivated condition at all times, as determined by the DISTRICT at its sole discretion.
- Weed control shall be achieved through:
 - Careful application of pre- and post-emergent herbicides, including as part of fertilizer mixtures or spot treatments on an as-needed basis.
 - Hand pulling when weeds dominate planting beds, as post-emergent herbicides are prohibited in such cases.
- All shrub beds, tree rings, and other landscape beds shall be maintained during each mowing service by removing all weeds, trash, and undesirable material (e.g., leaves and debris) to ensure a neat and tidy appearance.
- Non-selective, post-emergent herbicides shall not be used to control weed or sod growth around structures (e.g., street signs, utility boxes, streetlights, pavement, tree rings).
- The Contractor shall be responsible for:
 - Replacing any turf or ornamental plants damaged or killed by herbicide application or overspray (selective or non-selective) at their sole expense.
 - Repairing any damage caused by herbicide overspray to plants or turf.
 - Keeping fence lines clear of weeds, undesirable vines, overhanging limbs, and landscape shrubs growing through.
- All paved areas, including but not limited to pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, and bike lane edges along roadways, shall be kept free of weeds and debris.
- Weed control in paved areas shall be achieved through:
 - Mechanical means (e.g., line trimmer).
 - Careful application of pre- and post-emergent herbicides, avoiding non-selective herbicides in curblane expansion joints to prevent chemical travel into turf, which could cause regularly spaced dead patches behind curbs and sidewalks.
- Weeds greater than two (2) inches in height or width in paved areas shall be hand-pulled, not sprayed.
- No sprays with dyes may be used on any paved areas.

Cleanup

- The contractor shall ensure the premises are left in a neat and orderly condition after all work is completed, with no clippings, trimmings, debris, dirt, or other unsightly material left behind.
- All debris, including grass clippings, shall be promptly removed using the contractor's own waste disposal methods, never utilizing property dumpsters.
- Grass clippings shall be blown off sidewalks, streets, curbs, and other hardscape areas within two hours of mowing and edging, and directed into turf areas, not mulched bed areas or tree rings, which must remain free of clippings.
- High traffic areas (e.g., pickleball courts, fitness center sidewalks, pool areas, walking trails) shall be blown clean immediately after mowing and edging.
- No clippings or debris shall be blown into storm drains, curb inlets, or pool areas.
- All hard-scape areas, roads, sidewalks, parking lots, curbs, and storm gutters shall be kept free of dirt, silt, and other debris after each weekly maintenance operation.

Debris And Trash Removal

- Grounds shall be policed for trash and debris prior to each mowing event.
- Trash along the water's edge, in and around all common areas including random signage (e.g., realtor, yard sale, for rent signs), shall be bagged and removed during every service visit.

General Requirements-Landscape Maintenance

- The Contractor shall perform 52 weekly visits year-round, endeavoring to complete work by Friday each week.
- A knowledgeable supervisor must be present during every maintenance visit.
- Contractor vehicles shall not block traffic or lines of sight, must display company logos, and be licensed and tagged.
- Lawn shall not grow in an unsightly manner. Any issues shall be corrected within 24 hours of DISTRICT notice.
- Maintenance activities (mowing, edging, trimming, blowing) shall be completed in small, manageable sections.
- Grass clippings, trimmed weeds, turf, dirt, or debris shall not remain on surfaces for more than two hours. High-traffic areas (park sites, sidewalks, pickleball courts, fitness center, parking lots) shall be cleaned immediately after mowing and edging.
- If a mowing event is missed, the Contractor shall perform the service within the same week (including Saturdays with prior approval) or provide a credit for future services or an additional mowing event, as determined by the DISTRICT.
- The Contractor shall provide all necessary equipment, protective clothing, and gear without additional charges to the DISTRICT.
- The Contractor shall train personnel in the DISTRICT's Landscape Maintenance Program, general horticultural practices, and wetland species identification to prevent damage to wetlands, littoral shelves, mitigation areas, and uplands.
- The Contractor shall be responsible for all damage caused by mowing, trimming, or fertilizing activities, including repairs to surfaces damaged by equipment.

Tree Pruning

- Deciduous Trees: Prune during dormancy to ensure uniform growth, removing dead or broken branches and sucker growth at the base by hand year-round.
- Evergreen Trees: Prune in early summer and fall to maintain proper growth and head shape.
- General Pruning:
 - Remove branches up to 4 inches in diameter and up to 15 feet in height to prevent encroachment onto buildings, roofs, signage, play structures, fences, walls, or to ensure streetlights and traffic signage are not obstructed.
 - Maintain clearance of:
 - 12 feet above sidewalks.
 - 14.5 feet above roadways.
 - 8 feet in medians.
 - 10–15 feet under limbs over sidewalks, nature trails, parking lots, and roadways, per DOT specifications and tree species.
 - Prune to remove dead wood, limb up multi-stem trees blocking irrigation, and clear bike paths of overhanging vegetation.
- Crape Myrtles:

- Prune in March after the threat of frost using the pencil pruning method, avoiding "hat racking."
- Remove dead wood and sucker growth.
- Remove all Spanish and ball moss from the entire tree during the dormant season, regardless of height.
- Moss Removal:
 - Remove Spanish and ball moss from all trees up to 15 feet on an as-needed basis.
 - Complete initial removal of all Spanish and ball moss within 90 days of contract commencement.

Shrub And Vine Pruning

- Prune shrubs and vines to maintain their natural shape, fullness, and intended function, avoiding balled or boxed forms unless required by design.
- Remove dead or broken limbs as needed to ensure a neat and clean appearance.
- Prune flowering shrubs immediately after blossoms cure, restricting top pruning to shaping terminal growth.
- Maintain appropriate distances from pedestrian and vehicular areas.
- Pruning shall be performed with horticultural skill under the supervision of a highly trained foreman to maintain the DISTRICT's aesthetic standards.
- Sterilize pruning equipment between shrub groupings, especially when fungal diseases are present.
- Remove all clippings and debris immediately after pruning.
- Wetland Areas
 - Where wetlands are adjacent to turf areas (along roadways or lake banks), cut back wetland material to prevent reduction of the turf area size.

General Requirements- Tree, Shrub Pruning

- Ensure all plant material within clear sight lines and visibility triangles at roadway intersections and medians is maintained at or below required heights.
- Contractor shall identify non-compliant areas and, after conferring with the DISTRICT's representative, prune to achieve compliance. If pruning is insufficient due to permanent grades, propose and execute an alternative solution.
- Keep mulch pulled away from the base of all landscape lights (especially LEDs with circuit boards) at all times.
- All pruning activities shall comply with University of Florida agriculture standards.

PART 2: CHEMICAL, FERTILIZATION, WEED CONTROL, LAWN PEST PROGRAM

Soil Analysis

- Conduct soil testing once annually before March fertilization to determine pH, nitrogen (N), phosphorus (P), potassium (K), and other nutrient levels to guide fertilizer selection.
- Submit test results to the DISTRICT's General Manager to ensure proper growth, color, and health of all sod and plant material.

Turf Fertilization

- Bermuda and St. Augustine Turf:
 - Fertilize five times per year with granular slow-release fertilizers, applying 1 lb of total nitrogen per 1,000 sq. ft. per application, with nitrogen in slow-release form.
 - Follow the University of Florida IFAS Guidelines for high-maintenance South Florida turf (south of a line from Tampa to Vero Beach), unless soil tests indicate otherwise:
 - St. Augustine Sod:
 - February: Complete fertilizer based on soil tests + pre-emergent herbicide (PreM).
 - April: Soluble nitrogen at 0.5 lbs. N/1,000 sq. ft.
 - May: Slow-release nitrogen (SRN) at 1.0 lbs. N/1,000 sq. ft.
 - July: SRN at 1.0 lbs. N/1,000 sq. ft.
 - September: SRN at 1.0 lbs. N/1,000 sq. ft.
 - November: Complete fertilizer based on soil tests + PreM.
 - Bermuda Sod:
 - February: Complete fertilizer based on soil tests + PreM.
 - March: Soluble nitrogen at 0.5 lbs. N/1,000 sq. ft.
 - April: SRN at 1.0 lbs. N/1,000 sq. ft.
 - May: Complete fertilizer based on soil tests.
 - June: SRN at 1.0 lbs. N/1,000 sq. ft.
 - July: Foliar iron (ferrous sulfate, 2 oz/3-5 gal. H₂O/1,000 sq. ft.).
 - September: SRN at 1.0 lbs. N/1,000 sq. ft.
 - November: Complete fertilizer based on soil tests + PreM.
 - Bahia Sod:
 - February: Complete fertilizer based on soil tests + PreM.
 - April: Soluble nitrogen at 0.5 lbs. N/1,000 sq. ft.
 - June: SRN at 1.0 lbs. N/1,000 sq. ft.
 - October: Complete fertilizer based on soil tests + PreM.
 - Zoysia Sod:
 - February: Complete fertilizer based on soil tests + PreM.
 - April: Soluble nitrogen at 0.5 lbs. N/1,000 sq. ft.
 - May: SRN at 1.0 lbs. N/1,000 sq. ft.
 - July: SRN at 1.0 lbs. N/1,000 sq. ft.
 - September: Soluble nitrogen at 0.5 lbs. N/1,000 sq. ft.
 - November: Complete fertilizer based on soil tests + PreM.
 - Maintain turf in a uniformly green, healthy, and thick condition, avoiding surge growth or burning. Replace any grass damaged due to improper maintenance at the Contractor's expense.

Ornamental Grasses:

- Fertilize four times per year according to the Contractor's submitted agronomic program.

Shrub, Tree, Groundcover, and Palm Fertilization

- **Shrubs, Trees, and Groundcovers:**

- Fertilize three times per year (March, June, October) with a complete fertilizer (4-6 lbs. N/1,000 sq. ft./year, minimum 50% slow-release nitrogen), based on soil test results.
- Apply by hand, broadcasting evenly around plants, avoiding direct contact with stems or trunks, and never piling fertilizer around plants.
- Brush or blow off any fertilizer remaining on plant leaves to prevent burn. Replace any plant material damaged by fertilization burn at the Contractor's expense.

- **Palms:**

- Fertilize four times per year (March, June, September, November) with 1.5 lbs. of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 sq. ft. of canopy.
- Use 100% slow-release nitrogen, potassium, and magnesium, with water-soluble micronutrients.
- Broadcast evenly under the dripline, keeping fertilizer at least 6 inches from the trunk.
- Apply fungicide every 90 days.

- **Seasonal Annuals:**

- Fertilize every 30 days with water-soluble nitrogen.

- **Additional Applications:**

- Apply additional micronutrients or manganese to palms and magnolias as needed.
- If environmental conditions require additional nutrient applications to maintain uniformly green and healthy turf, the Contractor shall notify the DISTRICT's representative and propose adjustments.

Weed Control

- Apply a minimum of two pre-emergent herbicide applications (fall and spring) to all irrigated Bermuda and St. Augustine turf areas.
- Use post-emergent herbicides as needed to maintain acceptable weed control levels.
- Follow the University of Florida "Guides to Insect Disease, Nematodes and Weed Control" for all chemical applications.
- All spraying must be performed by or under the direct supervision of a licensed applicator, with all chemicals and pesticides purchased at the Contractor's expense.
- Submit an outline of the agronomic weed control program with the fertilization program in the proposal package.

General Requirements-Fertilization and Weed Control

- **It Is The Contractor's Responsibility To Replace Any Plant Material Damaged By Fertilization Burn Due To His Mishandling Of Product.**
- Comply with St. Johns County fertilizer ordinances, including the Florida Green Industries Best Management Practices (GIBMP) guidelines, prohibiting fertilizer application:
 - During rain at the application site.
 - Within the time period of a flood, tropical storm, or hurricane watch/warning issued by the National Weather Service for any portion of St. Johns County.
 - Within 36 hours prior to a rain event, it is likely to produce 2 inches or more in a 24-hour period.
- Apply fertilizers uniformly based on annual soil tests. Correct any streaking immediately at no cost to the DISTRICT.
- Use spreader deflector shields with broadcast or rotary spreaders to deflect fertilizer granules away from impervious surfaces and surface waters. Do not apply fertilizer within 10 feet of the landward extent of any surface water.
- Immediately sweep or blow fertilizer off hard surfaces into lawns or beds to avoid staining. The Contractor is responsible for removing any stains caused by mishandling fertilizer.
- Provide fertilizer analysis tags to the DISTRICT to verify correct formulation and quantity. Payment will not be made until verification and proper application are confirmed.
- Notify the DISTRICT five working days in advance of scheduled fertilization. Failure to notify may result in forfeiture of payment for unnotified applications.
- The Contractor shall submit a comprehensive agronomic program for St. Augustine, Bermuda, and ornamental grasses in the proposal package.

List fertilization for those plant materials requiring specialized applications, attach a separate sheet if needed.

PART 3: PEST CONTROL: TREES, SHRUBS, ORNAMENTALS, GROUND COVER

- The Contractor shall conduct monthly site visits to perform visual inspections of trees, ornamental plants, groundcovers, and other landscape features to identify pest, weed, and disease issues not addressed by the turf fertilization and weed control program.
- The Contractor shall provide a monthly allowance for pest control treatments (e.g., pesticides, herbicides, or other treatments for trees, ornamentals, groundcovers, etc.), excluding those already included in the turf fertilizer section. The monthly allowance shall be determined by the Contractor based on their professional experience and expertise, reflecting the anticipated needs for pest and disease control.
- The Contractor shall fill in the monthly allowance in the table below and calculate the total annual allowance. The monthly allowance is not expected to be used equally each month; some months may require no treatments, while others may require more extensive treatments. The intent is to establish an annual allowance to cover pest control services. The total annual allowance should represent a reasonable estimate of the comprehensive pest control costs over the year, inclusive of labor, materials, and any necessary equipment or certifications.
- The Contractor shall continue to be responsible for the eradication and control of all weeds, pests, and diseases even after the annual allowance is exhausted, at no additional cost to the DISTRICT.
- Before any pest control applications or treatments are performed, the Contractor shall submit a detailed proposal to the General Manager or District Manager for approval. Treatments shall only be invoiced in the month following the actual rendering of services, reflecting the portion of the allowance used for that specific event.
- All pest control applications shall comply with the University of Florida “Guides to Insect Disease, Nematodes and Weed Control” and be performed by or under the direct supervision of a licensed applicator, with all chemicals purchased at the Contractor’s expense.

PEST CONTROL TREES, SHRUBS, ORNAMENTALS, GROUND COVER		
MONTH	TREATMENTS (Indicate which months treatments are most likely necessary, and the type of treatment / application to be used)	ALLOWANCE PER MONTH
January		\$
February		\$
March		\$
April		\$
May		\$
June		\$
July		\$
August		\$
September		\$
October		\$
November		\$
December		\$
TOTAL ANNUAL ALLOWANCE		\$

PART 4: SEASONAL FLOWER ROTATION

- Contractor shall install 2,000 (4") annuals four (4) times per year for a total of 8,000 (4") annuals per year, at the direction of the General Manager. Areas include the Fitness Center, intersection of North Loop Pkwy., and Ensenada Dr., and at the North Guard House.
- The District desires uniformity in the colors of the seasonal flowers throughout Palencia. The contractor shall coordinate all rotations with the General Manager.
- At any time during the contract, The District reserves the right to subcontract any annual installation to an outside vendor

PART 5: IRRIGATION MAINTENANCE PROGRAM

This Part is not to be included in the Annual Pricing Form
Provide Separate Pricing Based on Scope Outlined Below

The Contractor shall perform monthly inspections and maintenance of all irrigation system components within the District, encompassing approximately **152 zones, 10 controllers, 9 pump stations pulling from ponds, and 7 wells pulling from the ground**. Routine maintenance includes the following tasks, with all activities reported to the General Manager.

Irrigation Controllers

- Conduct semi-automatic start of each controller.
- Verify proper operation and program timing adjustments based on site conditions, daylight saving time, and seasonal requirements.
- Lubricate and adjust mechanical components as needed.
- Test backup programming support devices.
- Ensure proper operation of automatic rain shutoff devices. If absent, include a proposal for installation in the 30-day irrigation audit.

Water Sources

- Perform visual inspections of water sources.
- Clean all ground strainers and filters.
- Test pumps weekly at design capacities and confirm backflow preventers are operational, reporting issues immediately to the District Manager.
- Test automatic protection devices.

Irrigation Systems

- Manually test and inspect each irrigation zone for full functionality.
- Clean, raise, and adjust sprinkler heads for optimal arc pattern and coverage.
- Clear debris from valve irrigation boxes.
- Ensure drip tubing is covered with mulch before leaving the property.

Reporting Requirements

- Submit detailed monthly reports to the General Manager by email, including:
 - Photos: This is a mandatory requirement
 - Irrigation operation and starting times.
 - Maintenance tasks performed.
 - General comments and recommendations.
- Maintain copies of reports for Contractor records and provide copies to the General Manager or designee weekly.

Additional Repairs

Non-routine repairs, such as those involving automatic valves, control wires, controllers, pumps, or other major components, are excluded from routine maintenance. The Contractor shall:

- Provide photo documentation, location, and details
- Submit a separate price list for such repairs.
- Provide written estimates for below-ground repairs (e.g., valves, pumps, wiring) for Management approval before proceeding.
- In emergencies, make diligent efforts to contact Management with an estimated cost prior to repairs. Mainline breaks or valves stuck in the "open" position are considered emergencies.
- All controllers, valves and major irrigation components shall not be discarded, rather they will be provided to the General Manager after completion.

Responsibilities

- **“Upon the successful negotiation of an annual agreement for services, and within the first ninety (90) days of the contract beginning, the contractor shall be required to locate and provide the District with the locations of all control valves for the purpose of using the irrigation services map.”**
- Upon contract execution, the Contractor assumes responsibility for all unreported maintenance deficiencies for components 2 inches or smaller (sprinkler heads, nozzles, drip lines, main/delivery lines, and fittings), performing repairs immediately.
- Notify the General Manager of the irrigation technician’s weekly schedule.
- Ensure shrubs, groundcovers, and turf around sprinkler heads are trimmed for maximum clearance and coverage.
- Report all known repair needs before leaving the property.

Watering Compliance

- Adhere to all St. Johns County, St. Johns River Water Management District, and other governmental watering regulations, adjusting zone times based on site and climatic conditions.
- Ensure turf and plant material remain healthy. If irrigation system limitations prevent adequate coverage, notify the District Manager and apply for a variance.
- Any fines imposed by local or state agencies for violations will be deducted from the Contractor’s monthly payment.

Emergency Services

- Provide emergency service availability after normal working hours, including an emergency contact number for Management.
- Address mainline breaks and stuck-open valves as emergencies.

Freeze Protection

- Include a description and per-application cost for providing freezing protection for pumps and wells.

PART 6: PINE BARK MULCH AND PINE STRAW APPLICATIONS

This Part is not to be included in the Annual Pricing Form

Provide Separate Pricing Based on Scope Outlined Below

The Contractor shall determine the appropriate quantities of mulch and pine straw required for the specified areas based on field measurements conducted at the time of bidding. The Contractor is responsible for ensuring accurate measurements and calculations to provide sufficient coverage for all designated areas. **Application Schedule: First top-dressing in October; the Second top-dressing in April.**
Installation shall meet the following requirements and include all labor and material:

Pine Bark Mulch Installation

- Locations: Fitness Center, Guard House, Privado Ct. (Privado Park), and the Roundabout.
- Material: Grade "A" Medium Pine Bark Mulch, per specifications.
- Depth Requirement: Each top-dressing shall achieve a uniform depth of 3 inches after compaction.
- Responsibility: The Contractor shall calculate and propose the necessary cubic yards of mulch for each application based on field measurements to ensure adequate coverage and compliance with specifications.

Pine Straw Installation

- Locations: All common areas and roadway beds including along Ensenada Dr., Las Calinas Blvd., Pantano Vista Way, and Rio Del Norte Rd, Mitad Cir. (La Palma Park).
- Material: High-quality pine straw, per specifications.
- Application: The Contractor shall determine the appropriate quantity of pine straw required based on field measurements to ensure uniform coverage across all specified areas.
- The District reserves the right to subcontract any mulching or pine straw application to an outside vendor at its discretion.

Location	Application	Quantity	Price
Ensenada Dr	Pine straw		
Las Calinas Blvd.	Pine straw		
Pantano Vista Way	Pine straw		
Rio Del Norte Rd.	Pine straw		
Mitad Cir. (La Palma Park)	Pine straw		
Ensenada Park	Pine straw		
Location	Application	Quantity	Price
Fitness Center	Pine Bark		
North Guard House	Pine Bark		
Privado Ct. (Privado Park)	Pine Bark		
Roundabout	Pine Bark		
N. Loop / Ensenda Intersection	Pine Bark		

EXHIBIT 9



September 19, 2025

Howard McGaffney
Vesta District Services
C/O Sweetwater Creek CDD
250 International pkwy, Ste. 208
Lake Mary, FL 32746
howard@fcsmanagementgroup.com
904-386-0186

Re: Proposal for Professional Engineering Services
Project Name: Sweetwater Creek CDD
Project No.: 23273.00

Dear Howard:

Founded in 2005, **Matthews | DCCM** is a leading civil engineering firm offering full-service civil and land development engineering, roadway design, surveying, and landscape architecture. We proudly serve a wide range of public sector and private clients and have earned a solid reputation as a local leader for providing high-quality, innovative engineering solutions delivered timely and cost-effectively.

Staying true to our mission, Engineering Better Communities, our team takes an innovative approach to every project, creating thoughtful designs that balance functionality while preserving the often historic and eco-sensitive quality of the communities we serve. Our engineers go beyond the rudimentary requirements of a job and intentionally seek ways to optimize a project's usability, convenience, and aesthetics while reducing environmental impact. From conception to completion, we partner closely with and work alongside our clients through each step of the process to successfully bring their vision to reality. Matthews | DCCM continues to receive national, state-wide, and local awards for being among "Best Places to Work" and a "Hot Firm" for growth.

We are pleased to offer you this proposal to provide professional services for the Supplemental Operations & Maintenance Report for the Sweetwater Creek CDD (Project) located at Las Calinas Blvd. in St. Johns County.

Matthews | DCCM proposes to furnish professional services as described in "Exhibit A, Scope of Work," and per "Exhibit B, General Terms & Conditions," which are attached hereto and made a binding part hereof by this reference, for an estimated fee of **\$4,000** plus direct reimbursable expenses. If these terms are agreeable, please sign and return the attached "Exhibit C, Contract Agreement."

We appreciate your consideration of our firm to provide these important services. Do not hesitate to contact us if you have any questions. We look forward to partnering with you and having our dedicated team of industry experts help make your project a success.

Sincerely,
Matthews | DCCM

Michael Silverstein
Director of Field Services

Proposal – 23273.00
September 19, 2025
Page 2

EXHIBIT A SCOPE OF WORK

I – Supplemental Operations & Maintenance Report

Matthews | DCCM will prepare a supplemental Operations and Maintenance (O&M) Assessment Engineers Report for the Sweetwater Creek Community Development District (CDD). The purpose of this task is to provide an updated methodology and supporting documentation to ensure that O&M assessments are allocated fairly and reasonably among all benefiting properties in accordance with Florida Statutes (Chapters 170 and 190, F.S.) and applicable case law. The methodology will set the framework to allocate the budget and apportion the special and peculiar benefits from the 2026 budget and future budgets.

Fees for Supplemental Operations & Maintenance Report services will be billed on a time and materials (T&M) basis, with an initial estimated fee of \$4,000, and in accordance with Exhibit B, General Terms & Conditions, plus direct reimbursable expenses.

FEE SUMMARY

The following list summarizes costs associated with work items as described in Exhibit A, Scope of Work.

I – Supplemental O&M Report	\$4,000 (T&M)
Total Estimated Cost:	\$4,000, plus direct reimbursable expenses

Matthews | DCCM will initiate services on this project immediately following receipt of the fully executed contract, included as Exhibit C.

Services or work items not specifically set forth in this proposal are excluded. Should additional scope be requested by the Project Client, a change order for the additional services will be negotiated, and a change order proposal outlining costs will be fully executed before the additional work shall commence.

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EXHIBIT B
GENERAL TERMS & CONDITIONS
Revised: 08/22/2023

- a) **Scope of Work.** The Scope of Work details the services Matthews | DCCM is agreeing to provide along with the associated costs for these services and assumes normal engineering and design services along with up to up to two submittals. Additional submittals, work performed outside the scope of services detailed in this proposal, or changes due to requests or revisions from the Client or any government agency will require a signed Change Order that defines the additional scope and billing terms PRIOR to the out-of-scope work commencing. Costs will be based on the current schedule of fees/rates or renegotiation of this Agreement to the satisfaction of both parties. Unless specifically noted otherwise, service fees proposed in this Agreement exclude costs for the following fees and work types, but are not limited to: all permit application and governing agency fees, consumptive use permitting, wetlands mitigation, threatened/endangered species studies, geotechnical studies, traffic studies, shared parking studies, landscape architecture, irrigation designs, site lighting, structural/MEP engineering, architecture, agency construction inspection and as-built reviews, impact and clearance sheet fees, construction stakeout, other inspection services, other subconsultant fees, and reimbursable items as outlined in General Terms & Conditions.
- b) **Estimates.** The rates quoted in this proposal are good for 90 days. If a signed contract is not executed within this 90-day period, lump sum amounts will be revised, and time and material billing rates will change to reflect Matthews | DCCM's standard hourly rates in effect at the time the contract is signed and executed. Current billing rates are listed in bullet 'g' below. All billing rates are subject to change according to our annual billing rate increases. For lump sum contracts lasting more than a year, Matthews | DCCM reserves the right to adjust the lump sum contract amounts in accordance with the annual bill rate increase. Prior to any such rate changes, Matthews | DCCM will provide the Client with a 30-day notification of any rate changes.
- c) **Documents.** All plans, drawings, reports, information, etc. prepared or assembled by Matthews | DCCM's data creator [Engineer] under this Contract are for the Client's use in completing scope of work identified for use on the Project. The Client further agrees that they shall not be made available to any individual or organization for any other use, or reuse by others, without the prior written approval of Matthews | DCCM.
- d) **Compensation & Payments.** The Client agrees to pay Matthews | DCCM the compensation for its services as described under Scope of Services of this Agreement, with hourly rates computed based upon the established billing rates. Billing occurs monthly and is based on documented project progress. Payments may be made by check, ACH deposit, or credit card (a 3.5% transaction fee is assessed for credit card payments). Payment is due upon receipt of the invoice. **DELAYS IN MAKING PAYMENTS WILL CAUSE DEFINITE DELAYS IN PROJECTS BEING COMPLETED.**
- **PAYMENTS NOT RECEIVED WITHIN 30 DAYS OF THE INVOICE DATE ARE CONSIDERED DELINQUENT AND ALL SUBMITTALS WILL BE PUT ON HOLD FOR THE CLIENT'S PROJECTS UNTIL FULL PAYMENT IS RECEIVED.**
 - **Interest at the rate of 1.5% per month (or 18% per annum) will be added to any unpaid balance after 30 days from the invoice date. All work will cease until full payment is received, and the project will be delayed with new milestone dates being reassigned once payment in full is received.**
 - **Delinquencies lasting more than 70 days will result in a Claim of Lien recorded against the property.**

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- Invoice balances aged over 90 days will incur a reinstatement fee of 15% of the total outstanding invoice balance. This reinstatement fee must be paid in full in addition to the full outstanding invoice balance in order for Matthews | DCCM to resume work on the project.
 - Matthews | DCCM will stop all work and hold submittals in the case of a bounced check until a replacement check has cleared the bank.
 - The Client will be responsible for payment of any legal, collection, application, and permitting fees. Clients are responsible for paying application and permit fees prior to Matthews | DCCM making submittals.
 - Subcontractor services and fees paid by Matthews | DCCM on behalf of the client will include a 15% surcharge. Services performed by Project staff on a time and materials basis will be billed at the hourly rates listed herein.
- e) **Certification.** Represented by a signed or sealed statement of a professional landscape architect or engineer means that services performed were based upon his/her knowledge, information, and belief in accordance with commonly accepted procedures and applicable standards of practice but is not a guarantee or warranty.
- f) **Work Performed.** All plans, designs, and documents will be prepared consistent with normal professional standards of care but does not guarantee success, approval, or issuance of permits. Matthews | DCCM will not accept back charges on corrective action without written agreement of both parties.
- g) **Billing Rates.** Below are the current billing rates. Billing rates are revised annually.

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

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

h) **Reimbursable/Direct Expenses.** Unless specifically stated, direct expenses will be billed in addition to our lump sum fees. Examples of expenses include, but are not limited to:

- Mileage will be billed per current IRS rates.
- Production costs will be billed at the following rates:
 - o Paper copies:
 - 8½"x11" B&W - \$0.27 each
 - 8½"x11" Color - \$0.50 each
 - 11"x17" B&W - \$0.55 each
 - 11"x17" Color - \$0.88 each
 - o Plots 24" x 36":
 - Black line plots - \$2.20 each
 - Color plots - \$55.00 each
 - Mylar - \$44.00 each
 - o Binding: \$5.50 per book
 - o Foam Board Mounted Color Plots: \$71.50 each
 - o CD containing project data (i.e., CAD files, photographs, documents, etc.): \$13.20/each

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The following will be billed at cost plus 15%:

- Travel and hotel expenses
 - Shipping and delivery, including UPS shipping and courier services
- i) **Compliance.** All work will be performed in accordance with appropriate city, county, and state or other governmental regulations.
- j) **Transfer or Termination.** The Client or Matthews | DCCM may terminate this Agreement by notifying the other party in writing. Termination will become effective one (1) calendar day after receipt of the termination notice. Irrespective of which party shall initiate termination or the cause therefore, the Client shall, within thirty (30) calendar days of termination, remunerate Matthews | DCCM for services rendered and costs incurred, in accordance with Matthews | DCCM's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as any travel or demobilization costs associated with termination itself.
- k) **Retainer.** If a retainer is required, **it will be kept for the duration of the Project and applied to the final invoice.** Any remaining balance after applying the retainer will be refunded to the Client. At the completion of the Project, if no monies are remaining due in which to apply the retainer, Matthews | DCCM will refund the full retainer amount.
- l) **Supplemental Owner's responsibilities - Surveying Services.**
 If an owner / client elects to contract directly with the surveyor, it must be understood surveys directly affect the accuracy and quality of the engineering design. Therefore, Owners / Clients that choose to contract directly with the surveyor are responsible for the following:
- Obtaining a detailed survey scope from Matthews | DCCM to provide to the surveyor that describes in detail what Matthews | DCCM requires of the surveyor in order to correctly complete the engineering services for the project.
 - Providing Matthews | DCCM with the surveyor's service agreement to review and approve prior to engagement of the surveyor to ensure the surveyor's service agreement includes the items outlined in the survey scope provided by Matthews | DCCM.
 - Agreeing work from Matthews | DCCM will not commence until a complete survey is provided to Matthews | DCCM.
 - Providing Matthews | DCCM the signed and sealed copies of the survey documents prior to the production of final construction plans.
 - Agreeing changes to the scope of design services may require additional survey information and deliverables resulting in modification to the scope of the survey, thus requiring the owner/client to contract with the surveyor for additional required services
 - Agreeing the schedule of completion for engineering design is directly affected by the receipt of the accurate and complete survey deliverables.
 - **Alternatively;** Agreeing if Matthews | DCCM is supplied with previously surveyed information, additional or updated survey information prior to commencement of engineering services may be required. The owner/client takes responsibility and liability for the supplied survey being a correct representation of the current existing conditions of the project site.
- m) **Liability.** Any claims made by the Client for losses, injuries, expenses, or damages shall not exceed the total fee of the project and shall include, but is not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

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- n) **Terms Acceptance.** Regardless of if this proposal is signed, the verbal or written acceptance, approval, notice to proceed, or request for services performed by Matthews Design Group, LLC (Matthews | DCCM) constitutes acceptance of the prices and terms contained in this proposal and agreement to pay for services rendered by Matthews | DCCM.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE.

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EXHIBIT C CONTRACT AGREEMENT

Upon acceptance, please sign, date, and return this Agreement to our office. We will return a fully executed copy of this Contract Agreement for your file, which will serve as Authorization to Proceed with services as outlined in Exhibit A, Scope of Work.

The undersigned have executed this Agreement on the day and year set forth below.

Authorized Signature
 On Behalf of **Matthews | DCCM**
 Michael Silverstein, Director of Field Services
 7 Waldo Street
 St. Augustine, FL 32084
 904.593.8686
 msilverstein@dccm.com

Date

CLIENT ACCEPTANCE AND AUTHORIZATION

Authorized Signature

Date

Howard McGaffney

Name, Title

On Behalf of _____
Company/Client Name

Billing Contact _____

Billing Email Address _____

Additional Billing Email Address (Copy to) _____

Billing Address _____
Address

City, State, Zip Code

Billing Phone No. _____

MS/jq
 23273p2

Certificate Of Completion

Envelope Id: FC3D8B53-1270-4A26-9661-3349EFDBD584		Status: Sent
Subject: Proposal from Matthews DCCM: 23273 - Sweetwater Creek CDD		
Source Envelope:		
Document Pages: 8	Signatures: 0	Envelope Originator:
Certificate Pages: 5	Initials: 0	Matthews DCCM
AutoNav: Enabled		PO Box 3126
Envelopeld Stamping: Enabled		PO Box 3126
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		St. Augustine, FL 32085
		MDG.accounting@dccm.com
		IP Address: 50.204.239.74

Record Tracking

Status: Original	Holder: Matthews DCCM	Location: DocuSign
9/19/2025 8:29:29 AM	MDG.accounting@dccm.com	

Signer Events	Signature	Timestamp
Howard McGaffney		Sent: 9/19/2025 8:31:37 AM
howard@fcsmanagementgroup.com		Viewed: 9/19/2025 1:38:57 PM
President		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 9/19/2025 1:38:57 PM		
ID: 593d6562-c72a-417e-94ab-5399898713d6		

Mike Silverstein
mdg.accounting@dccm.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

MDG project file
saprojectfile@mdginc.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

COPIED

Sent: 9/19/2025 8:31:36 AM

Mike Silverstein
msilverstein@dccm.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

COPIED

Sent: 9/19/2025 8:31:36 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/19/2025 8:31:36 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Matthews Design Group (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Matthews Design Group:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: danielle@mdginc.com

To advise Matthews Design Group of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at danielle@mdginc.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Matthews Design Group

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to danielle@mdginc.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Matthews Design Group

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to danielle@mdginc.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Matthews Design Group as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Matthews Design Group during the course of your relationship with Matthews Design Group.

EXHIBIT 10

ESTIMATE

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

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



Bill to
Sweetwater Creek CDD

Estimate details
Estimate no.: 1080
Estimate date: 10/22/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Removal	Fitness center Remove and dispose of all pinestraw and regrade.	1	\$3,000.00	\$3,000.00
2.		Medium pine nuggets	Fitness center 123 yards delivered and installed.	1	\$12,350.00	\$12,350.00
3.		Removal	Pivado ct. Remove and dispose of all pine straw and regrade	1	\$2,000.00	\$2,000.00
4.		Medium pine nuggets	Pivado ct. 98 yards delivered and installed.	1	\$9,830.00	\$9,830.00
5.		Medium pine nuggets	Fitness center around new courts 38 yards delivered and installed.	1	\$4,000.00	\$4,000.00
6.		White River rock 1 1/2 size	Fitness center around new courts 38 yards delivered and installed	1	\$19,500.00	\$19,500.00
Total						\$50,680.00

Accepted date

Accepted by



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

PROPOSAL

Date	Proposal No.
10/14/25	39428

CUSTOMER
Sweetwater Creek CDD 250 International Pkwy, Ste. 208 Lake Mary, , FL 322749

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

Pine straw removal and mini pine bark nugget installation at fitness center.

DESCRIPTION	QTY	EXT PRICE
Pine straw removal and install at Fitness center		
Enhancement/Extra Services		
Standard Labor- 01		\$2,340.00
Disposal Fee	8.00	\$800.00
Pine Bark - CY install	50.00	\$5,000.00
Enhancement Labor		\$1,020.00

Total:	\$9,160.00
---------------	-------------------

By _____
Michael Wooldridge

Date 10/14/2025
Duval Landscape Maintenance

By _____

Date _____
Sweetwater Creek CDD



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

PROPOSAL

Date	Proposal No.
10/23/25	39501

CUSTOMER
Sweetwater Creek CDD 250 International Pkwy, Ste. 208 Lake Mary, , FL 322749

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

Remove pine straw and level ground as best as we can. Transplant any acceptable muhly grass to between the crape myrtles (two muhly grass between each crape myrtle) with the understanding they may go in to shock and die. Duval will not be held responsible if any of the transplanted muhly grass die.

Mulch all bed space with pine bark mini nuggets.

DESCRIPTION	QTY	EXT PRICE
Privado Park clean up		
Enhancement/Extra Services		
Pinestraw removal		\$780.00
Pine Bark - CY install	70.00	\$6,300.00

Total:	\$7,080.00
---------------	-------------------

By _____
Michael Wooldridge

Date 10/23/2025
Duval Landscape Maintenance

By _____

Date _____
Sweetwater Creek CDD

First Coast Mulch
P.O. 550512
Jacksonville, FL 32255 US
+1 9042545366
AR@Firstcoastmulch.com

Estimate



ADDRESS
Vesta Property Services 245 Riverside Ave. #300 Jacksonville, FL 32202

SHIP TO
Sweetwater Creek CDD (Amenity Center) 1865 N Loop Pkwy Saint Augustine, FL 32095

ESTIMATE #	DATE	
4880	10/27/2025	

PROJECT STATUS
4 Pending

DATE	PRODUCT / SERVICE	DESCRIPTION	AMOUNT
	Mini Pine Bark - JAX	Installation of Mini Pine Bark as directed and indicated on the approved map not to exceed 85 yards. Sweetwater Creek CDD (Amenity Center) 1865 N Loop Pkwy Saint Augustine, FL 32095 Erin Gunia - 904.814.4531 Egunia@Vestapropertyservices.com	4,505.00

We appreciate your payment. If you choose this method of payment, please send remittance notification to ar@fcindustries.com.
Thank you for the opportunity to bid your project. We look forward to working with you soon!

TOTAL **\$4,505.00**

Please note that there is a 3% surcharge on all credit card payments. All estimates are valid for 90days.

Accepted By

Accepted Date

First Coast Mulch
P.O. 550512
Jacksonville, FL 32255 US
+1 9042545366
AR@Firstcoastmulch.com

Estimate



ADDRESS
Vesta Property Services 245 Riverside Ave. #300 Jacksonville, FL 32202

SHIP TO
Sweetwater Creek CDD (Privado CT) Privado Ct Saint Augustine, FL 32095

ESTIMATE #	DATE	
4881	10/27/2025	

PROJECT STATUS
4 Pending

DATE	PRODUCT / SERVICE	DESCRIPTION	AMOUNT
	Mini Pine Bark - JAX	Installation of Mini Pine Bark as directed and indicated on the approved map not to exceed 50 yards. Sweetwater Creek CDD (Privado CT) Privado Ct Saint Augustine, FL 32095 Erin Gunia - 904.814.4531 Egunia@Vestapropertyservices.com	2,650.00

We appreciate your payment. If you choose this method of payment, please send remittance notification to ar@fcmindustries.com.
Thank you for the opportunity to bid your project. We look forward to working with you soon!

TOTAL **\$2,650.00**

Please note that there is a 3% surcharge on all credit card payments. All estimates are valid for 90days.

Accepted By

Accepted Date





EXHIBIT 11

First Coast Mulch
P.O. 550512
Jacksonville, FL 32255 US
+1 9042545366
AR@Firstcoastmulch.com

Estimate



ADDRESS
Vesta Property Services 245 Riverside Ave. #300 Jacksonville, FL 32202

SHIP TO
Sweetwater Creek CDD (Playgrounds) Mitad Circle Saint Augustine, FL 32095

ESTIMATE #	DATE	
4879	10/27/2025	

PROJECT STATUS
4 Pending

DATE	PRODUCT / SERVICE	DESCRIPTION	AMOUNT
	Playground Chips - JAX	Installation of Certified Playground mulch as directed and indicated on the approved map with a total installed amount of 60 yards. Sweetwater Creek CDD (Playgrounds) Mitad Circle Saint Augustine, FL 32095 Erin Gunia - 904.814.4531 Egunia@Vestapropertyservices.com	3,600.00

We appreciate your payment. If you choose this method of payment, please send remittance notification to ar@fcindustries.com.
Thank you for the opportunity to bid your project. We look forward to working with you soon!

TOTAL **\$3,600.00**

Please note that there is a 3% surcharge on all credit card payments. All estimates are valid for 90days.

Accepted By

Accepted Date