

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Tuesday
December 2, 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 <u>DRAFTS</u> 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, December 2, 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.

Sincerely,

Howard McGallney

Howard McGaffney District Manager

Cc: Attorney

Engineer

District Records

Sweetwater Creek Community Development District Meeting Date: Tuesday, December 2, 2025

4:00 PM Time:

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

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 Workshop Held on October 23, 2025	Exhibit 2 Pgs. 9-11					
	B. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on November 4, 2025	Exhibit 3 Pgs. 13-17					
	C. Consideration for Acceptance – The October 2025 Unaudited Financial Statements	Exhibit 4 Pgs. 19-46					
V.	Staff Reports						
	A. Landscape Report	Exhibit 5 Pgs. 48-62					
	B. District Engineer						
	1. Status of Application for Modification-Onda						
	2. Update on Annual Engineer's Report & WMD Report	Exhibit 6 Pgs. 64-78					
	C. District Counsel						
	D. District Manager						
	E. General Manager's Report	Exhibit 7 Pgs. 80-82					
	1. Presentation of Bocce Ball & Furniture Rendering	Exhibit 8 Pg. 84					

VI. **Business Items** A. Consideration & Adoption of Resolution 2026-03, 2026 General Exhibit 9 Election Pgs. 86-88 B. Consideration of Sweetwater Creek CDD/Marshall Creek CDD Exhibit 10 Pgs. 90-93 Interlocal Agreement/Amendment C. Consideration of Amended Facility (Amenity) Policies and Exhibit 11 Pgs. 95-128 Rates D. Consideration of Amended and Restated Rules of Procedure Exhibit 12 Pgs. 130-196 E. Consideration & Adoption of **Resolution 2026-04**, Setting Exhibit 13 Pgs. 198-200 Public Hearing on Rates and Rules of Procedure F. Consideration of Golf Cart Parking at Fitness Center Proposal Exhibit 14 **Options** 1. Al Dirtworks, LLC - \$8,500.00 Exhibit 14A Pg. 203 2. Ocean View Rock Installation - \$5,065.00 Exhibit 14B Pgs. 205-206 3. P&J Asphalting Paving - \$9,800.00 Exhibit 14C Pgs. 208-209 VII. Discussion Topics A. Street Sewers Cleaning – Supervisor Cervelli B. Selling Palencia Merchandise – Supervisor Colin VIII. Supervisors' Requests IX. Audience Comments – (limited to 3 minutes per individual for non-agenda items) X. Next Meeting Quorum Check: Thursday, January 8 at 4:00PM Kristen Cohen IN PERSON **R**EMOTE No John Smith In Person **R**EMOTE No In Person Daniel Colin **R**EMOTE No Ron Cervelli In Person **REMOTE** No

XI. Adjournment

Stephen Handler

REMOTE

No

In Person

EXHIBIT 1

Ad Preview

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS WEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

DEVALOPMENT DETRICT

NOtice is hereby given that the Swetware Creek

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There will be a mandatory preber 5, 205, at 10:00 am. at 1865 forth Loop Parkay, St. Augustorth Loop Parkay, St. Augusland Loop Parkay, St. Augus-Loop Parkay, St. Augus-Loop Parkay, St. Augusland Loop Parkay, St. Augus-Loop Parkay, St. Augus-Parkay, St. Augus-Parkay, St. Augus-Parkay, St. Augus-Parkay, S

Firms desking to provide services ordiginal and (2) hard copies of their proposal AND a PDF file on a best proposal AND a PDF file on a best proposal and their proposal and their proposal and their proposal and their proposal swill be publicly opened shall be submitted in sealed package, shall bear the name of the proposal swill be publicly opened and their proposal swill be publicly opened, and their proposal swill be publicly opened, and their proposal swill be described and their proposal swill be described above, those date stipulated above, those date stipulated above, those date stipulated above, those proposal ont completed as specification of their proposal and their proposal and

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 400 p.m. The Board of
Supervisors will review proposals,
rank and make their selection at
this meeting or at the next scheduled meeting.

Any protest regarding the Project Any protest resign to the proposal protest residue to the proposal protest residue to the proposal residue to the protest resi

Exactings will be made based on the Leahaston Criteria constained within Chapteria Criteria Criteria

marygrace@cddlawyers.com-Sweetwater Creek Community Development District Howard McGaffney, District Manager Pub: 11/11/25 #11823115

Ad Preview

NOTICE OF REGULAR MEETING AND CLOSED SECURITY SESSION OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the Board of Supervisors of the Sweet-

Notice is hereby given that the Board of Supervisors of the Sweet-water Creek Community Development District will hold their regular monthly meeting on Tuesday, December 2, 2025, at 4:00 p.m., at 1865 North Loop Parkway, St. Augustine, Fl. 32099 with sections 13 accordance with the sections of the meeting may be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer. 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 bistrict's

meeting snould refer to the bistricts website https://sweetwatercreekcd.com/ or contact the District Manager, Howard McGaffney, at howardefesmanagementgroup, at howardefesmanagementgroup, com beginning seven (f) dvs in 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 so authorized and may consider any business that may properly come before it.

business that may properly come before it. of the agenda may be obtained by contacting the District stanger. Step 10 to 10 to

security session described above, will be conducted in accordance with the provisions of Florida law for community development districts and, other than the closed session described above, will be open to the public. The meeting may be continued to a date, time, and place to be specified on the record at such meeting.

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.

Office.

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 will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceed-ings is made, including the testi-mony and evidence upon which such appeal is to be based. Howard McGaffney

District Manager Pub: 11/24/25 #11846611

EXHIBIT 2

1	MINUTES OF MEETING						
2	SWEETWATER CREEK						
3	COMMUNITY DEVELOPMENT DISTRICT						
4 5 6	District was held on Thursday, October 23, 2025 at 4:00 p.m., at the 1865 N. Loop Pkwy,						
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 11 12 13 14	John Smith Board Supervisor, Vice Chairman Daniel Colin Board Supervisor, Assistant Secretary Stephen Handler Board Supervisor, Assistant Secretary						
15	Also, present were:						
16 17							
18 19 20	of Supervisors Workshops. Audio for this meeting is available upon public records reques						
21 22	\	individual for					
23	There being none, the next item followed.						
24	THIRD ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)						
25	FOURTH ORDER OF BUSINESS – Discussion Topics						
26	A. Sweetwater Creek CDD Board of Supervisors – Prioritization of Major District Proj	ects					
27 28							
29	Landscape RFP Scope & Score Card Review						
30 31 32 33 34	well as the process for the RFP. Discussion ensued which included, but was rechanging verbiage of clubhouse to fitness center and tennis courts to picklebs removal of irrigation services from the RFP but to ask vendors for separate annual	not limited to, all courts, the					
35	2. Privatization of Roads						
36 37 38 39	Discussion ensued regarding possible costs associated with the project. Mr. McGa the Board of the costs associated with utilizing Vesta's services as well as the Dis	affney advised					
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Sweetwater Creek CDD October 23, 2025 Workshop Page 2 of 3

Ms. Gunia provided a brief overview of the proposed project. Discussion ensued. Ms. Gunia was tasked with providing renderings for the front entrance to the fitness center, the island, the water fountain, and the front of the fitness center with Supervisor Colin volunteering to assist. And bring this back to the January meeting for approval using the budgeted landscape enhancement amount of \$50,000.00.

Supervisor Smith discussed the interlocal agreement with Marshall Creek CDD. Discussion ensued regarding a cost share agreement/MOU.

4. O&M Assessments Discussion

Supervisor Cervelli led the O&M assessments discussion. Mr. McGaffney provided a breakdown of the costs for the assessments process, which consisted of the following numbers.

District Engineer - \$4,000.00 plus reimbursable expenses for a Supplemental Engineer's Report

Vesta District Services - \$5,500.00 for a Supplemental Methodology Report

FCS - \$1,000.00 for the District Manager to review

District Counsel – Billed on an hourly basis for work associated with preparation, legal review, notice requirements, and public hearings.

5. Onda Lane

Supervisor Smith provided an update on the Onda valuation of property. Discussion ensued. Mr. McGaffney noted that he was working with a company to get the valuation completed and was hoping to have it completed by the following week.

Supervisor Smith left the workshop at approximately 5:18 p.m.

The workshop recessed at approximately 5:18 p.m. and reconvened at approximately 5:25 p.m.

6. Resurfacing of the Fitness Center Pool

Ms. Gunia provided background information for why this topic was being discussed. Discussion ensued regarding what needed to be done and the recommendation of when it should be done

7. Pickleball Tournament & Outside Participation

Ms. Gunia provided background information for why this topic was being discussed. Discussion ensued, which included resident and non-resident fees, and possible annual surveys to the community. The recommendation was to wait until the FY 2027 budget and to have the project completed in either January or February of 2027 during the off-season. Due to the cost of the item it would be bid out and the Board would determine the best way to pay for the project.

FIFTH ORDER OF BUSINESS – Supervisors' Requests

There being none, the next item followed.

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

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS – Adjournment

Supervisor Cervelli asked for final questions, comments, or corrections before adjourning the workshop at approximately 6:12 p.m.

Sweetwater Creek CDD October 23, 2025 Workshop Page 3 of 3 82 *Each person who decides to appeal any decision made by the Board with respect to any matter considered 83 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. 84 85 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed 86 meeting held on December 2, 2025. 87 88 89 90 Signature Signature

□ Assistant Secretary

Printed Name

Title:

Chairman

☐ Vice Chairman

Printed Name

□ Secretary

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Title:

EXHIBIT 3

1	MINU	UTES OF MEETING						
2	SWE	ETWATER CREEK						
3	COMMUNITY DEVELOPMENT DISTRICT							
4 5 6		ard of Supervisors of the Sweetwater Creek Community November 4, 2025 at 4:00 p.m., at the 1865 N. Loop Pkwy, St.						
7	FIRST ORDER OF BUSINESS - Roll Cal	11						
8	Mr. McGaffney called the meeting to	o order and conducted roll call.						
9	Present and constituting a quorum were:							
10 11 12 13 14	Ron Cervelli John Smith Daniel Colin Stephen Handler Kristen Cohen	Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary						
15	Also, present were:							
16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	CDD Board of Supervisors Regular Meeting request by emailing PublicRecords@vestapressection SECOND ORDER OF BUSINESS – Audagenda items)	lience Comments – (limited to 3 minutes per individual for						
32 33 34	, ,	ralkers in the neighborhood were not happy with the current that the current bags were an incorrect shipment, but that they are switching to the correct bags.						
35	THIRD ORDER OF BUSINESS – Exhibit	t 1: Presentation of Proof of Publication(s)						
36	FOURTH ORDER OF BUSINESS - Cons	sent Agenda						
37 38	A. Exhibit 2: Consideration for Approv Held on October 2, 2025	al – The Minutes of the Board of Supervisor Regular Meeting						
39	B. Exhibit 3: Consideration for Accepta	ance – The September 2025 Unaudited Financial Statements						
40	C. Exhibit 4: Ratification of FY 2025 P	Performance Standards & Measures						
41	D. Exhibit 5: Ratification of District Sp	ending Authority/Procurement Policy						

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

44 FIFTH ORDER OF BUSINESS – Staff Reports

- 45 A. Exhibit 6: Landscape Report
- Mr. Woolridge and Mr. Boucher presented their report for the month and further updates on landscaping and irrigation. Discussion ensued regarding mapping of all irrigation valves both known and unknown.
- 49 B. District Engineer
- Ms. Evans and Mr. Marcinel provided updates for the month, including an overview of a proposal related to the O&M Supplemental Engineer's Report, and Onda Lane. Discussion ensued.
- 52 C. District Counsel
- Ms. Henley reminded the Board of the ethics training requirement.
- D. District Manager

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- Mr. McGaffney provided an update on the conservation easement violations and noted that SJRWMD had agreed to allow monitoring for the next six months. A reinspection would occur in six months with photos and again in a year with photos.
- 58 E. Exhibit 7: General Manager's Report
- Ms. Gunia presented her report for the month along with additional updates. Discussion ensued.

SIXTH ORDER OF BUSINESS – Business Items

- A. Discussion of Irrigation Technician
 - Mr. McGaffney provided an update. Discussion ensued regarding whether to keep irrigation in the landscape RFP and how often they should be onsite three or five days.
- B. Consideration of Request for Proposals for Landscaping Services and Approval of Evaluation Criteria
 - Ms. Henley provided a brief overview of the landscape RFP process. Discussion ensued.
- 67 C. Exhibit 8: Consideration & Adoption of **Resolution 2026-02**, Approving Request for Proposal Documents for Landscape Maintenance Services
 - On a MOTION by Mr. Smith, SECONDED by Ms. Cohen, WITH ALL IN FAVOR, the Board adopted **Resolution 2026-02,** Documents for Landscape Maintenance Services, as amended, for the Sweetwater Creek Community Development District.
- 72 1. RFP Notice
- 73 2. Evaluation Criteria
- 74 3. RFP Project Manual
- The meeting recessed at approximately 5:06 p.m. and reconvened at approximately 5:11 p.m.
 - D. Authorization of Staff Expenses Related to O&M Assessment Changes

Exhibit 9: Consideration of Matthews DCCM Professional Engineering Services Proposal –
 Supplement Engineers Report

On a MOTION by Ms. Cohen, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved the Matthews DCCM Professional Engineering Services proposal – Supplemental Engineers Report, for the Sweetwater Creek Community Development District.

Discussion ensued regarding the two following proposals.

2. Consideration of Vesta District Services Supplemental Methodology Report Proposal

On a MOTION by Dr. Handler, SECONDED by Mr. Smith, WITH Mr. Colin and Ms. Cohen voting 'yay' and Mr. Cervelli voting 'nay', the Board approved the Vesta District Services Supplemental Methodology Report proposal, in the amount of \$5,500.00, for the Sweetwater Creek Community Development District.

3. Consideration of FCS Management Group District Manager Fee

On a MOTION by Mr. Smith, SECONDED by Dr. Handler, WITH Mr. Colin and Ms. Cohen voting 'yay' and Mr. Cervelli voting 'nay', the Board approved the FCS Management Group District Manager fee, in the amount of \$1,000.00, for the Sweetwater Creek Community Development District.

- Ms. Henley provided a brief overview of what the next steps in the process would be.
- E. Exhibit 10: Consideration of Pine Straw Removal & Mini Pine Bark Nugget Installation Proposal Options

Ms. Gunia provided a brief overview of the proposals. Discussion ensued regarding the specifics of the proposals, where this project would come out of the budget, and staff providing proposals for specific areas rather than the lump sum of the project.

On a MOTION by Mr. Colin, SECONDED by Dr. Handler, WITH Mr. Cervelli and Ms. Cohen voting 'yay' and Mr. Smith voting 'nay', the Board authorized the General Manager to select lowest qualified proposer, direct the locations and applications of mulch, at a not-to-exceed of \$20,000.00, for the Sweetwater Creek Community Development District.

- 1. AL Dirtworks, LLC \$50,680.00
- 2. Duval Landscape Maintenance
 - a. Fitness Center \$9,160.00
 - b. Privado Park \$7,080.00
- 106 3. First Coast Mulch

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- a. Fitness Center \$4,505.00
- b. Privado Park \$2,650.00
- F. Exhibit 11: Consideration of First Coast Mulch Playground Mulch Installation Proposal \$3,600.00
- 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.

On a MOTION by Mr. Smith, SECONDED by Mr. Colin, WITH ALL IN FAVOR, the Board approved moving the Thursday, December 4, 2025, Board meeting to Tuesday, December 2, 2025, at 4:00 p.m., for the Sweetwater Creek Community Development District.

Sweetwater Creek CDD
Regular Meeting
November 4, 2025
Page 4 of 5

SEVENTH ORDER OF BUSINESS – Discussion Topics A. Amendment to Restated & Amended Interlocal Agreement Between Sweetwater Creek CDD & Marshall Creek CDD

Supervisor Cervelli lead the discussion. Discussion ensued regarding removing the cost share agreement between the two districts.

On a MOTION by Mr. Colin, SECONDED by Dr. Handler, WITH ALL IN FAVOR, the Board authorized District Counsel to engage with the Marshall Creek CDD's District Counsel to negotiate the terms of agreement and provide a final draft form of the agreement at the December Board meeting for the Board's consideration, for the Sweetwater Creek Community Development District.

- B. Envera Agreement Status Update
 Supervisor Smith provided the update.
- 126 C. Onda Lane & Park Status Update

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127 EIGHTH ORDER OF BUSINESS – Supervisors' Requests

Supervisor Colin requested that the selling of merchandise with the Palencia logo be included as a discussion topic at the December Board meeting. District Counsel would review licensing and copyright ownership. He also requested that the Board discuss and consider adding a golf cart parking area to the fitness center with proposals from the General Manager. Discussion ensued.

- NINTH ORDER OF BUSINESS Audience Comments New Business/Non-Agenda (limited to 3 minutes per individual)
- There being no audience comments, the next item followed.

135 TENTH ORDER OF BUSINESS – Next Meeting Quorum Check: December 2 at 4:00PM

All five Board members present stated that they would be attending the next Board meeting on December 2nd at 4:00 p.m.

ELEVENTH ORDER OF BUSINESS – Adjournment

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

On a MOTION by Mr. Cervelli, SECONDED by Dr, Handler, WITH ALL IN FAVOR, the Board adjourned the meeting at 6:02 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 <u>December 2, 2025</u>.

	Sweetwater Creek CDD Regular Meeting	November 4, 2025 Page 5 of 5
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	Signature	Signature
	Printed Name	Printed Name
157	Title: □ Secretary □ Assistant Secretary	Title: □ Chairman □ Vice Chairman

EXHIBIT 4

Sweetwater Creek

Community Development District

Financial Statements (unaudited)

October 31, 2025



Sweetwater Creek CDD Balance Sheet October 31, 2025

	 General Fund	Capital Reserves Fund			2019 Debt vice Fund	Capital Project Fund		Total	
ASSETS:									
Cash:									
Operating Account	\$ 337,503	\$	95,830	\$	-	\$	-	\$	433,333
Operating Account - Amenity Account	\$ 79,084		-		-		-		79,084
Debit Card Account - Amenity	\$ -		-		-		-		-
POS Account - Amenity	\$ 2,079		-		-		-		2,079
Investments:									
State Board of Administration	\$ 7,333		385,180		-		-		392,513
U.S. Bank Custody Account	\$ 52,911		-		-		-		52,911
Debt Service Trust Accounts:			-		-		-		-
Series 2019:									
Revenue	\$ -		-		214,199		-		214,199
Reserve A1	\$ -		-		133,070		-		133,070
Reserve A2	\$ -		-		107,600		-		107,600
Prepayment	\$ -		-		100		-		100
Excess Revenue	\$ -		-		0		-		0
Construction	\$ -		-		-		97,334		97,334
Rebate	\$ -		-		55		-		55
Accounts Receivable	\$ -		-		-		-		-
Assessments Receivable	\$ -		-		-		-		-
Due from General Fund	\$ 117,266		100,000		-		-		217,266
Due from Amenity Fund	\$ 210,705		-		-		-		210,705
Due from Capital Reserve Fund	\$ 34,435		-		-		-		34,435
Due from Debt Service Fund	\$ -		-		-		-		-
Due from Construction Fund	\$ -		-		-		-		-
Due from Others	\$ 1,900		-		-		-		1,900
Prepaid	\$ 6,571		-		-		-		6,571
Deposits	\$ 36,002		-		-		-		36,002
TOTAL ASSETS:	885,788		581,010		455,024	-	97,334		2,019,157
LIABILITIES:									
Accounts Payable	21,928		4,064		_		_		25,991
Accrued Expenses Payable	34,708		-,00-		_		_		34,708
Deferred Revenue from Assessments	-		_		_		_		-
Contracts Payable	_		_		_		_		_
Due to General Fund	210,705		26,859		_		_		237,564
Due to Amenity Fund	117,266		7,576		_		_		124,842
Due to Capital Reserve Fund	100,000		-		-		-		100,000
Due to Debt Service Fund			_		_		-		,
Due to Construction Fund	_		-		-		-		_
TOTAL LIABILITIES:	484,606		38,499		-		-		523,105
FUND BALANCES:									
Nonspendable:									
Prepaid	42,572								42,572
Restricted for:	42,372		-		-		-		42,572
Debt Service	_		_		455,024		_		455,024
Assigned to:	-		-		455,024		-		430,024
Reserves									
Unassigned:	358,610		542,511		_		97,334		998,455
TOTAL FUND BALANCE:	401,182		542,511		455,024		97,334		1,496,052
	 701,102		U-12,UII		700,027		07,004		2,700,002
TOTAL HABILITIES & FUND DAY AND F	 005 700		F04 040	_	455.004	_	07.004		0.040.457
TOTAL LIABILITIES & FUND BALANCE:	\$ 885,788	\$	581,010	\$	455,024	\$	97,334	\$	2,019,157

General Fund

	Adopted Budget	Monthly Actual	Year-to-Date Actual	Year-to-Date Variance	Percentage Variance
REVENUES:					
Special Assessments (net)	\$ 1,981,623	\$ -	\$ -	\$ (1,981,623)	0.00%
Fitness Center Revenue	4,500	1,850	\$ 1,850	\$ (2,650)	41.11%
Interest/Miscellaneous	30,000	2,386	\$ 2,386	\$ (27,614)	7.95%
Cost Share : Marshall Creek	-	-	\$ -	\$ -	
Insurance Proceeds	-	-	\$ -	\$ -	
TOTAL REVENUES:	2,016,123	4,236	4,236	(2,011,887)	0.21%
EXPENDITURES:					
General & Administrative:					
Supervisors Fees	14,000	2,000	2,000	(12,000)	14.29%
Engineering Services	20,000	-	-	(20,000)	0.00%
Legal Services	65,000	-	-	(65,000)	0.00%
Auditing Services	3,800	-	-	(3,800)	0.00%
Assessment Administration	5,460	417	417	(5,043)	7.63%
Arbitrage Services	500	450	450	(50)	90.00%
Dissemination Agent	5,788	5,000	5,000	(788)	86.39%
Trustee Fees	4,139	-	-	(4,139)	0.00%
District Management	46,410	3,894	3,894	(42,517)	8.39%
Information Technology	1,556	-	-	(1,556)	0.00%
Website Maintenance	1,092	-	-	(1,092)	0.00%
Telephone	742	-	-	(742)	0.00%
Postage & Delivery	3,300	-	-	(3,300)	0.00%
Insurance - Public Officials	5,400	5,486	5,486	86	101.59%
Copies	4,200	-	-	(4,200)	0.00%
Legal Advertising	2,000	197	197	(1,803)	9.86%
Miscellaneous	1,500	800	800	(700)	53.33%
Dues, Licenses & Subscriptions	175	175	175	-	100.00%
Cost Share Expense - Marshall Creek	100,000	<u> </u>		(100,000)	0.00%
Total General & Administrative:	285,062	18,418	18,418	(266,644)	6.46%
Operations & Maintenance:					
Electric	82,500	6,447	6,447	(76,053)	7.81%
Insurance - General Liability	6,629	6,246	6,246	(383)	94.22%
Landscape Maintenance	300,014	24,273	24,273	(275,741)	8.09%
Landscape Improvements	50,000	6,380	6,380	(43,620)	12.76%
Mulch	50,000	2,650	2,650	(47,350)	5.30%
Lake Maintenance	25,469	2,122	2,122	(23,347)	8.33%
Fountain Maintenance	1,500	7,373	7,373	5,873	491.55%
Irrigations - R & M	50,000	1,236	1,236	(48,764)	2.47%
Storm Clean-up	10,000	-	-	(10,000)	0.00%
Field - R & M	36,000	2,054	2,054	(33,946)	5.70%
Tree Removals	14,000	1,250	1,250	(12,750)	8.93%
Tree Replacements	2,000	-	-	(2,000)	0.00%
Tree Pruning	17,000	10,145	10,145	(6,855)	59.68%
Streetlight Repair	2,250	-	-	(2,250)	0.00%

General Fund

	Adopted Budget	Monthly Actual	Year-to-Date Actual	Year-to-Date Variance	Percentage Variance
Signage Repair	1,000	4	4	(996)	0.40%
Holiday Decorations	5,000	642	642	(4,358)	12.85%
Miscellaneous Field Supplies	3,500	30	30	(3,470)	0.86%
Total Operations & Maintenance:	656,862	70,852	70,852	(586,010)	10.79%
Amenities					
Administrative:					
Property & Casualty Insurance	43,933	41,617	41,617	(2,316)	94.73%
Automobile Insurance	-	1,424	1,424	1,424	
Facility Management	291,523	25,171	25,171	(266,352)	8.63%
Performance Incentive	10,000	10,000	10,000	-	100.00%
Information Technology	1,000	· -	-	(1,000)	0.00%
Licenses & Permits	770	_	-	(770)	0.00%
Subscriptions & Memberships	2,040	241	241	(1,799)	11.82%
Training	500	_	_	(500)	0.00%
Office Supplies	2,500	196	196	(2,304)	7.85%
Office Equipment	2,500	83	83	(2,417)	3.30%
Telephone/Internet/TV	9,600	757	757	(8,843)	7.88%
Guardhouse - Internet/Telephone	2,000	150	150	(1,850)	7.49%
Field:	_,000	200	200	(2,000)	71.070
Field Management	97,232	5,502	5,502	(91,730)	5.66%
Facility Management - Cost Share	20,000			(20,000)	0.00%
General Utilities	90,585	5,015	5,015	(85,570)	5.54%
Refuse Removal	9,600	930	930	(8,670)	9.69%
Security	41,857	3,428	3,428	(38,429)	8.19%
Janitorial Services	45,640	4,035	4,035	(41,605)	8.84%
Operating Supplies - Spa & Paper	4,000	387	387	(3,613)	9.69%
Operating Supplies - Uniforms	500	307	307	(500)	0.00%
Cleaning Supplies	10,000	-	-	(10,000)	0.00%
Landscape Maintenance & Improvements	50,000	6,622	6,622	(43,378)	13.24%
Gate - R & M	5,000	0,022			0.00%
	•	150		(5,000)	
Dog Park - R & M Park Mulch	6,000	130	150	(5,850)	2.50%
	5,000	- 54	- 54	(5,000)	0.00%
Miscellaneous Field Supplies	2,000			(1,946)	2.68%
Buildings - R & M	36,000	90	90	(35,910)	0.25%
Pest Control	1,800	84	84	(1,716)	4.65%
Pool Maintenance - Contract	20,442	-	-	(20,442)	0.00%
Pool - R & M	3,000	- 0.450	- 0.450	(3,000)	0.00%
Pool Chemicals	30,000	2,158	2,158	(27,842)	7.19%
Signage & Amenity Repairs	300	-	-	(300)	0.00%
Special Events	2,000	149	149	(1,851)	7.45%
Park - R & M	10,000	-	-	(10,000)	0.00%
Pickleball R & M	3,000	-	-	(3,000)	0.00%
Guardhouse Maintenance	2,500	-	-	(2,500)	0.00%
Playground - R & M	5,000	-	-	(5,000)	0.00%
Fitness:					
Outside Fitness	60,000	3,540	3,540	(56,460)	5.90%
Fitness Equipment - R & M	5,000	-	-	(5,000)	0.00%

General Fund

	Adopted Budget	Monthly Actual	Year-to-Date Actual	Year-to-Date Variance	Percentage Variance
Fitness Equipment Rental	30,477	2,785	2,785	(27,692)	9.14%
Miniature Golf Course Maintenance	500	-	-	(500)	0.00%
Miscellaneous Fitness Supplies	4,000	632	632	(3,368)	15.80%
Capital Outlay - Machinery & Equipment	6,400	-	-	(6,400)	0.00%
Capital Outlay		<u>-</u> _		<u> </u>	
Total Amenities:	974,199	115,199	115,199	(859,000)	11.82%
Total Operations & Maintenance and Amenities	1,916,123	204,469	204,469	(1,711,654)	10.67%
Reserves					
Capital Reserve Transfer	100,000	100,000	100,000	-	100.00%
Total Reserves	100,000	100,000	100,000		100.00%
TOTAL EXPENDITURES & RESERVES:	2,016,123	304,469	304,469	(1,711,654)	15.10%
Revenues Over/(Under) Expenditures			(300,233)		
FUND BALANCE BEGINNING			701,416		
FUND BALANCE, ENDING			\$ 401,182		

Sweetwater Creek CDD Capital Reserve Fund

	Adopted	Year-to-Date	Year-to-Date	Percentage
	Budget	Actual	Variance	Variance
REVENUES:				
Capital Reserve - Transfer In	\$ 100,000	\$ 100,000	\$ -	100.00%
Interest	10,000	1	\$ (9,999)	0.01%
TOTAL REVENUES:	110,000	100,001	(9,999)	90.91%
EXPENDITURES:				
Repair & Maintenance	93,210	11,640	(81,570)	12.49%
Other Current Charges	600	-	(600)	0.00%
Reserve Contribution	16,190	-	(16,190)	0.00%
TOTAL EXPENDITURES:	110,000	11,640	(98,360)	10.58%
Revenues Over/(Under) Expenditures	-	88,361	88,361	
FUND BALANCE BEGINNING		454,150		
Net Changes in fund balance		88,361		
FUND BALANCE, ENDING		\$ 542,511		

Sweetwater Creek CDD Series 2019 Debt Service Fund

	ı	Adopted	Yea	r-to-Date			Percentage
		Budget		Actual	\	/ariance	Variance
REVENUES:							
Special Assessments- Tax Roll	\$	734,966	\$	-	\$	(734,966)	0.00%
Special Assessments- Prepayments		-		-		-	
Interest		-		1,505		1,505	
TOTAL REVENUES:		734,966		1,505		(733,461)	0.20%
EXPENDITURES:							
Series 2019-A1							
Principal Payments:							
05/01		365,000		-		(365,000)	0.00%
Interest Expense:							
11/01		73,888		-		(73,888)	0.00%
05/01		77,766		-		(77,766)	0.00%
Series 2019-A2							
Principal Payments:							
05/01		130,000		-		(130,000)	0.00%
Interest Expense:							
11/01		39,550		-		(39,550)	0.00%
05/01		41,825		-		(41,825)	0.00%
Total Debt Service:		728,028				(728,028)	0.00%
TOTAL EXPENDITURES:		728,028				(728,028)	0.00%
Revenues Over/(Under) Expenditures		6,938		1,505		(5,433)	21.69%
FUND BALANCE BEGINNING				453,519			
Net Changes in fund balance				1,505			
FUND BALANCE, ENDING			\$	455,024			

Sweetwater Creek CDD Capital Projects Fund - Series 2019

	Adopted		Year-to-Date		Year-	to-Date	Percentage
	Bud	get	Actual		Variance		Variance
REVENUES:							
Interest	\$		\$	347	\$	347	
TOTAL REVENUES:		-		347		347	
EXPENDITURES: Capital Outlay		-		_		_	
TOTAL EXPENDITURES:		-		-		-	
Revenues Over/(Under) Expenditures		-		347		347	
FUND BALANCE BEGINNING				96,987			
Net Changes in fund balance				347			
FUND BALANCE, ENDING			\$	97,334			

Statement of Revenues, Expenditures and Changes in Fund Balance

General Fund

FY26 Monthly Breakdown

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total	
REVENUES:							1	,			6			
Special Assessments (net)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Fitness Center Revenue	1,850	· -	· -	· -							-	-	- '	1,850
Interest/Miscellaneous	2,386	_	-	-	-	-					_	-	_	2,386
Cost Share : Marshall Creek	-	-	_	-	-	-					_	_	-	-
Insurance Proceeds	_	-	_	-	-	-					_	_	-	_
TOTAL REVENUES:	4,236	-	-	-	-	-	-	-	-		-	-	-	4,236
EXPENDITURES:														
General & Administrative:														
Supervisors Fees	2,000	-	-	-	-	-					-	-	-	2,000
Engineering Services	· <u>-</u>	-	-	-	-	-	-				-	-	-	-
Legal Services	-	-	-	-	-	-					-	-	-	-
Auditing Services	-	-	-	-	-	-					-	-	-	-
Assessment Administration	417	-	-	-	-	-					-	-	-	417
Arbitrage Services	450	-	-	-	-	-					-	-	-	450
Dissemination Agent	5,000	-	-	-	-	-					-	-	-	5,000
Trustee Fees	-	-	-	-	-	-					-	-	-	-
District Management	3,894	-	-	-	-	-					-	-	-	3,894
Information Technology	-	-	-	-	-						-	-	-	-
Website Maintenance	-	-	-	-	-	-					-	-	-	-
Telephone	-	-	-	-	-	-					-	-	-	-
Postage & Delivery	-	-	-	-	-	-					-	-	-	-
Insurance - Public Officials	5,486	-	-	-	-	-					-	-	-	5,486
Copies	-	-	-	-	-	-					-	-	-	-
Legal Advertising	197	-	-	-	-	-					-	-	-	197
Miscellaneous	800	-	-	-	-						-	-	-	800
Dues, Licenses & Subscriptions	175	-	-	-	-	-					-	-	-	175
Cost Share Expense - Marshall Creek	-	-	-	-	-	-	-				-	-	-	-
Total General & Administrative:	18,418	-	-	-	-	-		-			-	-	-	18,418
Operations & Maintenance:														
Electric	6,447	_	-	-	-	-					_	-	_	6,447
Insurance - General Liability	6,246	_	-	-	-	-					_	-	_	6,246
Landscape Maintenance	24,273	_	_	_	_	-					_	_	_	24,273
Landscape Improvements	6,380	-	_	_									-	6,380
Mulch	2,650	-	_	_									-	2,650
Lake Maintenance	2,122	-	-	-	-						_	_	-	2,122
Fountain Maintenance	7,373	-	-	-									-	7,373
Irrigations - R & M	1,236	_	_	_	_	_					_	_	_	1,236
migations - main	1,230	-	-	-	-	-	-		-					1,200

Statement of Revenues, Expenditures and Changes in Fund Balance

General Fund

FY26 Monthly Breakdown

		Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
Storm Clean-up -	-	-	-	-			-		-	-	_	-
Field - R & M 2,054	-	-	-	-	-	-	-	-	-	-	-	2,054
Tree Removals 1,250	-	-	-	-	-	-	-	-	_	-	-	1,250
Tree Replacements -	-	-	-	-	-	-	-	-	-	-	-	-
Tree Pruning 10,145	-	-	-	-	-	-	-	-	_	-	-	10,145
Streetlight Repair -	-	-	_	-		-	-	-	-	-	_	-
Signage Repair 4	_	-	_	_	-	-	-	-	-	-	-	4
Holiday Decorations 642	_	_	_	_	_	_	_	_	_	_		642
Miscellaneous Field Supplies 30	-	-	_	-		-	-	-	-	-	_	
Total Operations & Maintenance: 70,852	-	-	-	-	-	-	-	-	-	-	-	
Amenities												
Administrative:												
Property & Casualty Insurance 41,617	-	-	-	-	-	-	-	-	-	-	-	41,617
Facility Management 25,171	-	-	-	-	-	-	-	-	-	-	-	25,171
Performance Incentive 10,000	-	-	-	-	-	-	-	-	-	-	-	10,000
Information Technology -	-	-	-	-	-	-	-	-	-	-	-	-
Licenses & Permits -	-	-	-	-	-	-	-	-	-	-	-	-
Subscriptions & Memberships 241	-	-	-	-	-	-	-	-	-	-	-	241
Training -	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies 196	-	-	-	-	-	-	-	-	-	-	-	196
Office Equipment 83	-	-	-	-	-	-	-	-	-	-	-	83
Telephone/Internet/TV 757	-	-	-	-	-	-	-	-	-	-	-	757
Guardhouse - Internet/Telephone 150	-	-	-	-	-	-	-	-	-	-	-	150
Field:												
Field Management 5,502	-	-	-	-	-	-	-	-	-	-	-	5,502
Facility Management - Cost Share -												
General Utilities 5,015	-	-	-	-	-	-	-	-	-	-	-	5,015
Refuse Removal 930	-	-	-	-	-	-	-	-	-	-	-	930
Security 3,428	-	-	-	-	-	-	-	-	-	-	-	3,428
Janitorial Services 4,035	-	-	-	-	-	-	-	-	-	-	-	4,035
Operating Supplies - Spa & Paper 387	-	-	-	-	-	-	-	-	-	-	-	387
Operating Supplies - Uniforms -	-	-	-	-	-	-	-	-	-	-	-	-
Cleaning Supplies -	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Maintenance & Improvements 6,622	-	-	-	-	-	-	-	-	-	-	-	6,622
Gate - R & M	-	-	-	-	-	-	-	-	-	-	-	· -
Dog Park - R & M 150	_	-	_	_	-	-	-	-	-	-	-	150
Park Mulch -	-	-	-	_	-	_	-	_	-	-	_	-
Miscellaneous Field Supplies 54	-	-	-	_	-	_	-	_	-	-	_	54
Buildings - R & M 90		_	_		_				_	_		90
Pest Control 84	-	-	-	_	-	_	-	_	-	-	_	84

Statement of Revenues, Expenditures and Changes in Fund Balance

General Fund

FY26 Monthly Breakdown

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
Pool Maintenance - Contract	-	-	-	-	-	-	-	-	-	-	-		
Pool - R & M	-	-	-	-	-	-	-	-	-	-	-		-
Pool Chemicals	2,158	-	-	-	-	-	-	-	-	-	-		2,158
Signage & Amenity Repairs	-	-	-	-	-	-	-	-	-	-	-		
Special Events	149	-	-	-	-	-	-	-	-	-	-		149
Park - R & M	-	-	-	-	-	-	-	-	-	-	-		-
Pickleball R & M	-	-	-	-	-	-	-	-	-	-	-		
Guardhouse Maintenance	-	-	-	-	-	-	-	-	-	-	-		
Playground - R & M	-	-	-	-	-	-	-	-	-	-	-		
Fitness:													
Outside Fitness	3,540	-	-	-	-	-	-	-	-	-	-		3,540
Fitness Equipment - R & M	-	-	-	-	-	-	-	-	-	-	-		
Fitness Equipment Rental	2,785	-	-	-	-	-	-	-	-	-	-		2,785
Miniature Golf Course Maintenance	-	-	-	-	-	-	-	-	-	-	-		-
Miscellaneous Fitness Supplies	632	-	-	-	-	-	-	-	-	-	-		632
Capital Outlay - Machinery & Equipment	-	-	-	-	-	-	-	-	-	-	-		-
Capital Outlay		-	-	-	-	-	-	-	-	-	-		
Total Amenities:	113,775	-	-	-	-	-	-	-	-	-	-	-	113,775
Total Operations & Maintenance and Amenities	203,045	-	-	-	-	-	-	-	-	-	-		203,045
Reserves													
Capital Reserve Transfer	-	_	_	-	-	-	-	-	-	-	-		
Total Reserves		-	-	-	-	-	-	-	-	-	-		-
TOTAL EXPENDITURES & RESERVES:	203,045	-	-	-	-	-	-	-	-	-	-		203,045
Revenues Over/(Under) Expenditures	(198,809)	-	-	-	-	-	-	-	-	-	-		(198,809)

-

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, 2026

	For the riscat real i	Lituing o	cptc111bc1 00, 202	.0			
On Roll Assessments	Gross Assessments	\$	2,108,109.57	\$	784,639.45	\$	2,892,749.02
	Net Assessments	\$	1,981,623.00	\$	734,965.63	\$	2,716,588.63
	Allocation %		72.95%		27.05%		100.00%
						Net	t
Date	Distribution		GF		2019 DS	Red	ceived
11/3/2025	Dist #1	\$	25,908.51	\$	9,609.22	\$	35,517.73
11/18/2025	Dist #2		60,569.95		22,464.83		83,034.78
11/24/2025	Dist #3		89,624.82		33,241.01		122,865.83
	Dist #4		-		-		-
	Dist #5		-		-		-
	Dist #6		-		-		-
	Interest		-		-		-
	Dist #7		-		-		-
	Dist #8		-		-		-
	Interest		-		-		-
	Dist #9		-		-		-
	Dist #10		-		-		-
	Total Assessments Collected		176,103.27	_	65,315.07	_	241,418.34
	Balance of Receivable		1,805,519.73		669,650.56		2,475,170.29
	Percent Collected		8.89%		8.89%		8.89%

Sweetwater CDD Notes to Financial Statements October 31, 2025

Ge	ne	ral	Fu	nd

Assets

Cash and Investments - District's funds are held at Valley Bank & US Bank (Operating accounts), SBA (Operating & CRF accounts), Truist (CRF account).

Due From Other Funds - \$1,666.67 due from Vesta for overpayment; \$150.03 due from Erin, \$83.63 due from Turner Pest for overpayment

Prepaids - US Bank Trustee Fee (FY 26); Envera - prepaid Nov service.

Deposits - Vesta Amenity Deposit (will offset last month's fee).

Liabilities

Accounts Payable - Invoices for current month not paid in current month.

Accrued Expenses - Vesta property Services October Amenity Fee

Due To Other Funds - Assessments received and allocated to/from other funds. Also, an allocation of expenses to the Amenity and CRF.

Financial Overview / Highlights

- > Total Non-Ad valorem special assessments are at 0% collected and total revenue is 0% of adopted budget.
- > Total expenditures are 10.67% of adopted budget.
- > Significant variances explained below.

Variance Analysis				
	Annual	YTD	% of	
Account Name	Budget	Actual	Budget	Explanation
Expenditures				
Administrative_				
Supervisors Fees	14,000	2,000	14.29%	Budgeted for 12 meeting but CDD had more meetings.
Dissemination Agent	5,788	5,000	86.39%	Billed annually in October
Insurance - Public Officials	5,400	5,486	101.59%	Billed annually in October
Dues, Licenses & Subscriptions	175	175	100.00%	Billed annually in October
Cost Share Expense - Marshall Creek	100,000	-	0.00%	
Operations & Maintenance:				
Insurance - General Liability	6,629	6,246	94.22%	Billed annually in October
Fountain Maintenance	1,500	7,373	491.55%	Electrical work on Fountain Pool & Pond Pumps
Tree Pruning	17,000	10,145	59.68%	Palm Pruning
Amenities Administrative				
Property & Casualty Insurance	43,933	41,617	94.73%	Billed annually in October
Automobile Insurance	-	1,424		Billed annually in October; Auto insurance not budgeted

Sweetwater CDD General Ledger Detail October 2025

1101000 · Operating A	Type Account (Valley)	Date	Num	Name	Memo	Split	Debit	Credit	Balance 266,133.56
В	Bill Pmt -Check	10/07/2025	100019	Future Horizons, Inc.	Invoice: 91686 (Reference: Aquatic Weed Control Sept 25.)	1202000 · Accounts Payable		2,122.44	264,011.12
В	Bill Pmt -Check	10/07/2025	100020	ReAlign Web Design	Invoice: 245 (Reference: Website maintenance Aug 25.) Invoice: 246 (Reference: Website mainte	1202000 · Accounts Payable		182.00	263,829.12
т	ransfer	10/08/2025			Funds Transfer	1101005 · Amenity OP Account	0.00		263,829.12
В	Bill Pmt -Check	10/08/2025	100825ACH1	Turner Pest Control	Reference: Pest Control.	1202000 · Accounts Payable		83.63	263,745.49
G	General Journal	10/08/2025	20		Transfer to Amenity Account	-SPLIT-		100,000.00	163,745.49
В	Bill Pmt -Check	10/14/2025	4510	Daniel L Colin	BOS Meeting 10/2/25	1202000 · Accounts Payable		200.00	163,545.49
В	Bill Pmt -Check	10/14/2025	4511	John T Smith	BOS Meeting 10/2/25	1202000 · Accounts Payable		200.00	163,345.49
В	Bill Pmt -Check	10/14/2025	4512	Kristen Cohen	BOS Meeting 10/2/25	1202000 · Accounts Payable		200.00	163,145.49
В	Bill Pmt -Check	10/14/2025	4513	Ronald J Cervelli	BOS Meeting 10/2/25	1202000 · Accounts Payable		200.00	162,945.49
В	Bill Pmt -Check	10/14/2025	4514	Stephen J Handler	BOS Meeting 10/2/25	1202000 · Accounts Payable		200.00	162,745.49
В	Bill Pmt -Check	10/14/2025	100021	Vesta District Services	Invoice: 428993 (Reference: FY?2026 Dissemination Agent Fee.)	1202000 · Accounts Payable		5,000.00	157,745.49
В	Bill Pmt -Check	10/14/2025	100022	Duval Landscape Maintenance	Invoice: 32907 (Reference: Landscape Maintenance Oct 25.) Invoice: 33051 (Reference: Irrigati	1202000 · Accounts Payable		26,073.00	131,672.49
В	Bill Pmt -Check	10/14/2025	100023	Matthews Design Group LLC	Invoice: 194067 (Reference: ENGINEERING SERVICES Sept 25.)	1202000 · Accounts Payable		1,965.73	129,706.76
T	Transfer	10/15/2025			Funds Transfer	1101015 · SBA (GF)	100,000.00		229,706.76
В	Bill Pmt -Check	10/15/2025	100024	St. Augustine Electric Motor Works, Inc.	Invoice: Sales Receipt #10871 (Reference: Service Call.)	1202000 · Accounts Payable		286.49	229,420.27
В	Bill Pmt -Check	10/15/2025	100025	East Coast Wells & Pump Service	Invoice: 53327 (Reference: Replace Tank, Check Valve & Stop Valve.)	1202000 · Accounts Payable		1,450.00	227,970.27
В	Bill Pmt -Check	10/15/2025	100026	Kilinski Van Wyk PLLC	Invoice: 13344 (Reference: Legal Services Sept 25.)	1202000 · Accounts Payable		7,206.95	220,763.32
В	Bill Pmt -Check	10/15/2025	100027	Envera	Invoice: 760586 (Reference: Security 11/1/25 - 11/30/25.)	1202000 · Accounts Payable		3,428.05	217,335.27
В	Bill Pmt -Check	10/15/2025	100028	Tax Exempt Compliance Services, LLC	Invoice: 7726 (Reference: Arbitrage Services 2019A-1 & 2019A-2.)	1202000 · Accounts Payable		450.00	216,885.27
Т	ransfer	10/15/2025			Funds Transfer	1101020 · U.S. Bank Custody Account	250,000.00		466,885.27
G	General Journal	10/16/2025	21		Transfer to Amenity Account	-SPLIT-		100,000.00	366,885.27
В	Bill Pmt -Check	10/21/2025	102125ACH1	FPL	1802 N Loop PKWY #LGT Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable		25.66	366,859.61
В	Bill Pmt -Check	10/21/2025	102125ACH2	FPL	499 Ensenada Dr #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable		25.66	366,833.95
В	Bill Pmt -Check	10/21/2025	102125ACH3	FPL	97 Onda LN #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable		25.98	366,807.97
В	Bill Pmt -Check	10/21/2025	102125ACH4	FPL	633 Glorieta Dr #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable		29.79	366,778.18
		10/21/2025	102125ACH5	FPL	43 Privado Ct #LITE Aug 6, 2025 to Sep 5, 2025	1202000 · Accounts Payable		36.37	366,741.81
		10/21/2025	102125ACH6	FPL	537 Ensenada Dr. #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable		43.71	366,698.10
		10/21/2025	102125ACH7	FPL	336 Rio Del Norte Road #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable		52.18	366,645.92
		10/21/2025	102125ACH8	FPL	2064 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable		55.87	366,590.05
		10/21/2025	102125ACH9	FPL	661 Ensenada Dr. #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable		57.37	366,532.68
		10/21/2025	102125ACH10	FPL	166 Torcido Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable		63.46	366,469.22
		10/21/2025	102125ACH11	FPL	711 Enrede LN Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable		69.27	366,399.95
		10/21/2025	102125ACH12	FPL	1329 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable		98.00	366,301.95
=	Bill Pmt -Check	10/21/2025	102125ACH13	FPL	2036 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable		133.94	366,168.01
		10/21/2025	102125ACH14	FPL	1504 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable		188.24	365,979.77
		10/21/2025	102125ACH15 102125ACH16	FPL FPL	166 Pantano Vista Way # Fountain Sep 5, 2025 to Oct 7, 2025 Streetlights # Palencia N PH Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable 1202000 · Accounts Payable		424.24 5 116 93	365,555.53 360,438,60
_		10/21/2025	102125ACH16 4518	AL Dirtworks LLC	Streetlights # Palencia N PH Sep 5, 2025 to Oct 7, 2025	1202000 - Accounts Payable 1202000 - Accounts Payable		3,750.00	356.688.60
=	Bill Pmt -Check		4518 4516	Best Fence Jacksonville	VOID: Lost Ck by UPS Final Payment for fence expansion at dog park		0.00	3,750.00	356,688.60
		10/21/2025 10/21/2025	4516	Taylor Tree Services Inc.	Palm Pruning	1202000 · Accounts Payable 1202000 · Accounts Payable	0.00	10,145.00	346,543.60
		10/21/2025	100029	Duval Landscape Maintenance	Invoice: 33062 (Reference: Mainline Repair.) Invoice: 33084 (Reference: New Sod at Gate.)	1202000 · Accounts Payable 1202000 · Accounts Payable		5.015.00	340,543.60
		10/27/2025	100029	Duval Landscape Maintenance	Invoice: 33802 (Reference: Irrigation Repairs.)	1202000 · Accounts Payable		1,650.00	339 878 60
		10/28/2025	4519	True Footage. Inc.	Real Property Evaluation	1202000 · Accounts Payable		800.00	339,078.60
		10/28/2025	4520	Daniel L Colin	BOS Workshop 10/23/25	1202000 Accounts Payable		200.00	338,878.60
		10/28/2025	4521	John T Smith	BOS Workshop 10/23/25	1202000 Accounts Payable		200.00	338,678.60
		10/28/2025	4522	Kristen Cohen	BOS Workshop 10/23/25	1202000 · Accounts Payable		200.00	338,478.60
		10/28/2025	4523	Ronald J Cervelli	BOS Workshop 10/23/25	1202000 · Accounts Payable		200.00	338,278.60
		10/28/2025	4524	Stephen J Handler	BOS Workshop 10/23/25	1202000 · Accounts Payable		200.00	338,078.60
	Bill Pmt -Check	10/28/2025	100031	Duval Landscape Maintenance	Invoice: 33093 (Reference: Irrigation Repairs.)	1202000 · Accounts Payable		475.00	337,603.60
В	Bill Pmt -Check	10/30/2025	4525	Best Fence Jacksonville	Final Payment for fence expansion at dog park	1202000 · Accounts Payable		1,029.00	336,574.60
		10/31/2025			Interest	1361000 · Interest Revenue	928.43		337,503.03
Total 1101000 · Operal	ating Account (Valley)					-	350,928.43	279,558.96	337,503.03
1101005 · Amenity OF									24,352.86
		10/02/2025	400014	Poolsure	Invoice: 131295632084 (Reference: Water Management Oct 25.)	1202000 · Accounts Payable		2,157.54	22,195.32
В	Bill Pmt -Check	10/03/2025	100325ACH1	Florida Natural Gas	1865 NORTH LOOP PARKWAY 8/6/25 - 9/2/25	1202000 · Accounts Payable		13.41	22,181.91
	Bill Pmt -Check	10/06/2025	100625ACH1	Comcast	1865 N. Loop Parkway Sept 15, 2025 - Oct 14, 2025	1202000 · Accounts Payable		756.41	21,425.50
Т	Fransfer	10/08/2025			Funds Transfer	1101000 · Operating Account (Valley)	0.00		21,425.50
	Bill Pmt -Check	10/08/2025	3134	Egis Insurance Advisors, LLC	FY Insurance Policy #100125522 10/1/25 - 10/1/26	1202000 · Accounts Payable		53,923.00	-32,497.50
G	General Journal	10/08/2025	20		Transfer to Amenity Account	1101000 · Operating Account (Valley)	100,000.00		67,502.50

General Ledger Detail October 2025											
Bill Pmt -Check	10/09/2025	3135	Angella Bascom	2 Classes @ \$35.00	1202000 · Accounts Payable		70.00	67.432.50			
Bill Pmt -Check	10/09/2025	3136	Diane Stoever	8 Classes @ \$40.00	1202000 · Accounts Payable		720.00	66,712.50			
Bill Pmt -Check	10/09/2025	3137	Erin Heaton	2 Classes @ \$35.00	1202000 · Accounts Payable		70.00	66,642.50			
Bill Pmt -Check	10/09/2025	3138	Josie Carleton	2 Classes @ \$35.00	1202000 · Accounts Payable		70.00	66,572.50			
Bill Pmt -Check	10/09/2025	3139	Katherine Roy	2 Classes @ \$35.00	1202000 · Accounts Payable		70.00	66,502.50			
Bill Pmt -Check	10/09/2025	3140	Madeline Rivera	3 Classes @ \$35.00	1202000 · Accounts Payable		105.00	66,397.50			
Bill Pmt -Check	10/09/2025	3141	Miranda Bulger	6 Classes @ \$35.00, 2 classes .50 longer	1202000 · Accounts Payable		245.00	66,152.50			
Bill Pmt -Check	10/09/2025	3142	Patricia Scott	7 Classes @ \$35.00	1202000 · Accounts Payable		245.00	65,907.50			
Bill Pmt -Check	10/09/2025 10/09/2025	3143 3144	Ronald C. Cullum Tiffany Cunningham	4 Classes @ \$35.00 3 Classes @ \$35.00	1202000 · Accounts Payable 1202000 · Accounts Payable		140.00 105.00	65,767.50 65,662.50			
Bill Pmt -Check	10/09/2025	100925ACH1	St. Johns County Utility Department	3 Classes (@ \$35.00	1202000 · Accounts Payable 1202000 · Accounts Payable		1,438.26	64.224.24			
Bill Pmt -Check	10/14/2025	400015	Duval Landscape Maintenance	Invoice: 32906 (Reference: Landscape Maintenance Oct 25.)	1202000 · Accounts Payable		2,022.00	62.202.24			
Bill Pmt -Check	10/14/2025	400016	Turner Pest Control	Invoice: 621252646 (Reference: Pest Control.)	1202000 · Accounts Payable		83.63	62,118.61			
Bill Pmt -Check	10/14/2025	400017	State Chemical Solutions	Invoice: 903740379 (Reference: Cleaning Supplies.) Invoice: 903826449 (Reference: Cleaning Su	1202000 · Accounts Payable		432.82	61,685.79			
Bill Pmt -Check	10/15/2025	400018	Vesta District Services	Invoice: 428518 (Reference: Billable Expenses - Aug 2025.) Invoice: 428958 (Reference: Manage	1202000 · Accounts Payable		8,009.56	53,676.23			
Bill Pmt -Check	10/16/2025	400019	Vesta Property Services	Invoice: 429072 (Reference: Bonuses.)	1202000 · Accounts Payable		10,000.00	43,676.23			
Bill Pmt -Check	10/16/2025	400020	Gannett FL LocalIQ	Invoice: 0007353048 (Reference: Legal Advertising.)	1202000 · Accounts Payable		213.44	43,462.79			
General Journal	10/16/2025	21		Transfer to Amenity Account	1101000 · Operating Account (Valley)	100,000.00		143,462.79			
Bill Pmt -Check	10/17/2025	101725ACH1	Republic Services #687	1865 N Loop Pkwy 9/1/25 - 9/30/25	1202000 · Accounts Payable		1,103.95	142,358.84			
Bill Pmt -Check	10/17/2025	3145	Goode Brothers Roofs and Gutters, Inc.	Gutter Installation	1202000 · Accounts Payable		7,576.25	134,782.59			
Bill Pmt -Check	10/17/2025	3146	Egis Insurance Advisors, LLC	WC Insurance Policy #100125522 10/1/25 - 10/1/26	1202000 · Accounts Payable		850.00	133,932.59			
Bill Pmt -Check	10/17/2025	400021	Vesta Property Services	Invoice: 428833 (Reference: Amenity Management Sept 25.)	1202000 · Accounts Payable		34,984.23	98,948.36			
Bill Pmt -Check	10/20/2025	102025ACH2	St. Johns County Utility Department	1865 N LOOP PKWY 7/19/25 - 8/19/25	1202000 · Accounts Payable		1,306.56	97,641.80			
Bill Pmt -Check	10/20/2025	102025ACH1	St. Johns County Utility Department	1187 LAS CALINAS BLVD GUARDHOUSE 8/19/25 - 9/18/25	1202000 · Accounts Payable		88.70	97,553.10			
Bill Pmt -Check	10/20/2025	102025ACH3	St. Johns County Utility Department	491 ENSENADA DR 8/19/25 - 9/18/25	1202000 · Accounts Payable		25.65	97,527.45			
Bill Pmt -Check	10/21/2025	102125ACH1 102125ACH2	FPL FPI	491 Ensenada Dr #Park Sep 5, 2025 to Oct 7, 2025 1187 Las Calinas Blvd #LITE Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable 1202000 · Accounts Payable		35.99 189.87	97,491.46 97 301 59			
Bill Pmt -Check	10/21/2025	102125ACH2 102125ACH3	FPL FPI	1187 Las Calinas Bivd #L11 E Sep 5, 2025 to Oct 7, 2025 1865 N Loop Pkwy Sep 5, 2025 to Oct 7, 2025	1202000 - Accounts Payable 1202000 - Accounts Payable		3,386.85	97,301.59			
Bill Pmt -Check	10/21/2025	102125ACH3 400022	PPL Duval Landscape Maintenance	Invoice: 33061 (Reference: Fall Flower Change out.)	1202000 · Accounts Payable 1202000 · Accounts Payable		3,386.85 4.600.00	93,914.74 89.314.74			
Bill Pmt -Check	10/22/2025	3147	Angella Bascom	2 Classes @ \$35.00	1202000 · Accounts Payable		70.00	89,244.74			
Bill Pmt -Check	10/22/2025	3148	Diane Stoever	6 Classes @ \$40.00	1202000 · Accounts Payable		240.00	89,004.74			
Bill Pmt -Check	10/22/2025	3149	Eliana Roque	8 Classes @ \$40.00	1202000 - Accounts Payable		320.00	88,684.74			
Bill Pmt -Check	10/22/2025	3150	Erin Heaton	2 Classes @ \$35.00	1202000 · Accounts Payable		70.00	88,614.74			
Bill Pmt -Check	10/22/2025	3151	Katherine Roy	1 Class @ \$35.00	1202000 · Accounts Payable		35.00	88,579.74			
Bill Pmt -Check	10/22/2025	3152	Lina Hermez	1 Class @ \$25.00 & 5 Classes @ \$40.00	1202000 · Accounts Payable		225.00	88,354.74			
Bill Pmt -Check	10/22/2025	3153	Madeline Rivera	1 Class @ \$35.00	1202000 · Accounts Payable		35.00	88,319.74			
Bill Pmt -Check	10/22/2025	3154	Miranda Bulger	6 Classes @ \$35.00 & 2 Classes 1/2 hr longer	1202000 · Accounts Payable		245.00	88,074.74			
Bill Pmt -Check	10/22/2025	3155	Patricia Scott	6 Classes @ \$35.00	1202000 · Accounts Payable		210.00	87,864.74			
Bill Pmt -Check	10/22/2025	3156	Ronald C. Cullum	4 Classes @ \$35.00	1202000 · Accounts Payable		140.00	87,724.74			
Bill Pmt -Check	10/22/2025	3157	Tiffany Cunningham	2 Classes @ \$35.00	1202000 · Accounts Payable		70.00	87,654.74			
Bill Pmt -Check	10/22/2025	3158	Lina Hermez	1 Class @ \$40.00	1202000 · Accounts Payable		40.00	87,614.74			
Bill Pmt -Check	10/24/2025	102425ACH1	AT&T	Guardhouse Telephone Oct 02 - Nov 01	1202000 · Accounts Payable		149.80	87,464.94			
Bill Pmt -Check	10/27/2025	102725ACH1	Geneva Capital LLC	Fitness Equipment 10/25	1202000 · Accounts Payable		2,539.71	84,925.23			
Bill Pmt -Check	10/29/2025	102925ACH1	TECO	1865 N LOOP PKWY Sep 03, 2025 - Oct 06, 2025	1202000 · Accounts Payable		76.14	84,849.09			
Transfer	10/30/2025			Funds Transfer	1101025 · POS Account	310.35	6,075.50	78,773.59 79.083.94			
Deposit	10/31/2025			interest	1361000 · Interest Revenue		445 570 07	79,083.94			
Total 1101005 · Amenity OP Account 1101010 · Debit Card Account						200,310.35	145,579.27	79,083.94 0.00			
Total 1101010 · Debit Card Account								0.00			
1101015 · SBA (GF)								107,142.97			
Transfer	10/15/2025			Funds Transfer	1101000 · Operating Account (Valley)		100,000.00	7,142.97			
Deposit	10/31/2025			Interest	1361000 · Interest Revenue	190.45	,	7,333.42			
Total 1101015 · SBA (GF)						190.45	100,000.00	7,333.42			
1101020 · U.S. Bank Custody Account								282,029.87			
Transfer	10/15/2025			Funds Transfer	1101000 · Operating Account (Valley)		250,000.00	32,029.87			
Deposit	10/29/2025			Deposit	1325100 · Excess Revenue	19,928.23		51,958.10			
Deposit	10/31/2025			Interest	1361000 · Interest Revenue	952.45		52,910.55			
Total 1101020 · U.S. Bank Custody Accou	nt					20,880.68	250,000.00	52,910.55			
1101025 · POS Account								224.52			
Bill Pmt -Check	10/29/2025	102925CC1	Valley Bank Credit Card	Various Purchases	1202000 · Accounts Payable		6,075.50	-5,850.98			
Transfer	10/30/2025			Funds Transfer	1101005 · Amenity OP Account	6,075.50		224.52			
General Journal	10/31/2025	22		Due to AF for Debit Card payment	-SPLIT-	511.33		735.85			

Sweetwater CDD

			Sweetwater CDD				
			General Ledger Detail				
			October 2025				
General Journal	10/31/2025	22	Due to AF for Debit Card payment	1101025 · POS Account		511.33	224.52
General Journal	10/31/2025	23	October Fitness Revenue	1369010 · Fitness Center Revenue	1,850.00		2,074.52
Deposit	10/31/2025		Interest	1361000 · Interest Revenue	4.17		2,078.69
Total 1101025 · POS Account					8,441.00	6,586.83	2,078.69
2101000 · Operating Account (Truist)							95,829.57
Deposit	10/31/2025		Interest	4361000 · Interest	0.81		95,830.38
Total 2101000 · Operating Account (Truist)					0.81	0.00	95,830.38
2101015 · SBA (CRF)							385,179.87
Total 2101015 · SBA (CRF)							385,179.87
3101000 · DS 2019 A-1 Reserve							133,069.53
Transfer	10/02/2025		Funds Transfer	3101002 · DS 2019 Revenue		449.50	132,620.03
Deposit	10/31/2025		Interest	3361000 · Interest - DS 2019	449.50		133,069.53
Total 3101000 · DS 2019 A-1 Reserve					449.50	449.50	133,069.53
3101001 · DS 2019 A-2 Reserve							107,600.00
Transfer	10/02/2025		Funds Transfer	3101002 · DS 2019 Revenue		363.71	107,236.29
Deposit	10/31/2025		Interest	3361000 · Interest - DS 2019	363.71		107,600.00
Total 3101001 · DS 2019 A-2 Reserve					363.71	363.71	107,600.00
3101002 · DS 2019 Revenue							204,769.19
Transfer	10/02/2025		Funds Transfer	3101000 · DS 2019 A-1 Reserve	449.50		205,218.69
Transfer	10/02/2025		Funds Transfer	3101001 · DS 2019 A-2 Reserve	363.71		205,582.40
Transfer	10/02/2025		Funds Transfer	3101003 · DS 2019 Prepayment	0.04		205,582.44
Deposit	10/10/2025		Deposit	-SPLIT-	57.70		205,640.14
Deposit	10/29/2025		Deposit	3325100 · Excess DS Revenue	6,654.38		212,294.52
Deposit	10/29/2025		Deposit	3325100 · Excess DS Revenue	1,268.47		213,562.99
Transfer	10/31/2025		Funds Transfer	3101009 · DS 2019 Rebate		55.45	213,507.54
Deposit	10/31/2025		Interest	3361000 · Interest - DS 2019	691.33		214,198.87
Total 3101002 · DS 2019 Revenue					9,485.13	55.45	214,198.87
3101003 · DS 2019 Prepayment							100.00
Transfer	10/02/2025		Funds Transfer	3101002 · DS 2019 Revenue		0.04	99.96
Deposit	10/31/2025		Interest	3361000 · Interest - DS 2019	0.04		100.00
Total 3101003 · DS 2019 Prepayment					0.04	0.04	100.00
3101004 · DS 2019 Excess Revenue							0.04
Total 3101004 · DS 2019 Excess Revenue							0.04
3101005 · DS 2019 Sinking Fund A-2							0.00
Total 3101005 · DS 2019 Sinking Fund A-2							0.00
3101006 · DS 2019 Interest A-1							0.00
Total 3101006 · DS 2019 Interest A-1							0.00
3101007 · DS 2019 Interest A-2							0.00
Total 3101007 · DS 2019 Interest A-2							0.00
3101008 · DS 2019 Principal A-1							0.00
Total 3101008 · DS 2019 Principal A-1							0.00
3101009 · DS 2019 Rebate							0.00
Transfer	10/31/2025		Funds Transfer	3101002 · DS 2019 Revenue	55.45		55.45
Total 3101009 · DS 2019 Rebate					55.45	0.00	55.45
4101000 · DS 2019 A&C							96,986.98
Deposit	10/31/2025		Interest	4361000 · Interest	347.39		97,334.37
Total 4101000 · DS 2019 A&C					347.39	0.00	97,334.37
1115000 · Accounts Receivable							0.00
Total 1115000 · Accounts Receivable							0.00
1120001 · Assessments Receivable							0.00
Total 1120001 · Assessments Receivable							0.00
1120002 · Assessments Receivable - Exc	ess						27,908.78
General Journal	10/01/2025	24R	FY25 Excess Revenue	1325100 · Excess Revenue		19,928.23	7,980.55
General Journal	10/01/2025		FY25 Excess Revenue	1325100 · Excess Revenue		7,980.55	0.00
Total 1120002 · Assessments Receivable - I	Excess				0.00	27,908.78	0.00
1131000 · Due From General Fund							105,022.37
General Journal	10/01/2025	28	R/C Egis Insurance WC 10/1/25-10/1/26	1530000 · Property & Casuality Insurance	850.00		105,872.37
General Journal	10/01/2025	29	Egis Insurance - 10/1/25-10/1/26	1510130 · Public Official Insurance	10,882.00		116,754.37
General Journal	10/01/2025	34	Budgeted CRF Transfer		100,000.00		216,754.37
General Journal	10/31/2025		Due to AF for Debit Card payment	1101025 · POS Account	511.33		217,265.70
Total 1131000 · Due From General Fund			• •		112,243.33	0.00	217,265.70
1131001 · Due from Amenity							12,420.22
							,

				Sweetwater CDD				
				General Ledger Detail October 2025				
General Journal	10/01/2025	25		Managment Fees - October 2025	1510080 · Management Fees		5,143.50	7,276.7
General Journal	10/01/2025	27		Envera Security Service Invoice #760586	1530150 · Security	3,428.05		10,704.7
General Journal	10/08/2025	20		Transfer to Amenity Account	1101000 · Operating Account (Valley)	100,000.00		110,704.
General Journal	10/16/2025	21		Transfer to Amenity Account	1101000 · Operating Account (Valley)	100,000.00		210,704.
otal 1131001 · Due from Amenity						203,428.05	5,143.50	210,704
131002 · Due from Capital Reserve								26,859.
General Journal	10/16/2025	26		R/C Gutter Replacement - Invoice #10786	2530010 · Capital Outlay - CRF	7,576.25		34,435.
Total 1131002 · Due from Capital Reserve						7,576.25	0.00	34,435.
131003 · Due from Debt Service								0.
Total 1131003 · Due from Debt Service								0.
131004 · Due from Capital Projects								0.
otal 1131004 · Due from Capital Projects								0.
131010 · Due from Others	10/01/2025	428958	Vesta District Services			833.33		833. 1 666
Bill General Journal	10/01/2025	428958 25	Vesta District Services	Reference: Management Fees Oct 25.	1202000 · Accounts Payable	833.33 833.33		.,
General Journal	10/01/2025	25		Field Service Fee - Duplicate Charge Managment Fees - October 2025	1510080 · Management Fees 1510080 · Management Fees	633.33	833 33	2,499. 1,666
General Journal Bill	10/07/2025	621252646b	Turner Pest Control	Pest Control	1202000 · Management Fees 1202000 · Accounts Payable	83.63	633.33	1,750.
Bill	10/07/2025	621252646B 103125 CC	Valley Bank Credit Card	Pest Control Sarah Marie (Frin to Reimb)	1202000 · Accounts Payable	83.63 15.37		1,750.
Bill	10/31/2025	103125 CC 103125 CC	Valley Bank Credit Card Valley Bank Credit Card	Saran Marie (Erin to Reimb) Pure Vida (Erin to reimb)	1202000 · Accounts Payable 1202000 · Accounts Payable	15.37		1,785.
Bill	10/31/2025	103125 CC 103125 CC	Valley Bank Credit Card Valley Bank Credit Card	SP MindBodyGreen (Erin to Reimb)	1202000 · Accounts Payable	114.00		1,700.
otal 1131010 · Due from Others	10/01/2020		, Oroak Odid			1,900.32	833.33	1,900
2100 · Inventory Asset						1,000.32	555.55	1,900.
otal 12100 · Inventory Asset								0.
550000 · Prepaid Expenses								6.570
otal 1550000 Prepaid Expenses								6,570
560000 · Deposits								36,001
otal 1560000 · Deposits								36,001
202000 · Accounts Payable								-68,661
Bill	10/01/2025	131295632084	Poolsure	Reference: Water Management Oct 25.	1530290 · Pool Chemicals		2,157.54	-70,818
Bill	10/01/2025	30061	Egis Insurance Advisors, LLC	FY Insurance Policy #100125522 10/1/25 - 10/1/26	-SPLIT-		53,923.00	-124,741
Bill	10/01/2025	428993	Vesta District Services	Reference: FY?2026 Dissemination Agent Fee.	1510060 · Dissemination Agent		5,000.00	-129,741
Bill	10/01/2025	Sales Receipt #10871	St. Augustine Electric Motor Works, Inc.	Reference: Service Call.	1520070 · Irrigation Repairs & Maintenanc		286.49	-130,028
Bill	10/01/2025	760586	Envera	Reference: Security 11/1/25 - 11/30/25.	1530150 · Security		3,428.05	-133,456
Bill	10/01/2025	428958	Vesta District Services	Reference: Management Fees Oct 25.	-SPLIT-		5,143.50	-138,599.
Bill	10/01/2025	335341682 101/25	AT&T	Guardhouse Telephone Oct 02 - Nov 01	1530100 · Guard House- Internet & Phone		149.80	-138,749.
Bill	10/01/2025	86541 10.25	Geneva Capital LLC	Fitness Equipment 10/25	1530380 · Fitness Equipment Rental		2,539.71	-141,289.
Bill	10/01/2025	93019	FLORIDA DEPT OF ECONOMIC OPPORTUNITY	FY 2025/2026 Special District Fee Invoice/Update Form	1510170 · Dues, Licenses & Subscriptions		175.00	-141,464.
Bill	10/01/2025	20471	Taylor Tree Services Inc.	Reference: Dead Tree Removal.	1520100 · Tree Removals		1,250.00	-142,714.
Bill Pmt -Check	10/02/2025	400014	Poolsure	Invoice: 131295632084 (Reference: Water Management Oct 25.)	1101005 · Amenity OP Account	2,157.54		-140,556.
Bill	10/03/2025	32906	Duval Landscape Maintenance	Reference: Landscape Maintenance Oct 25.	1530200 · Landscape- Maint & Improv		2,022.00	-142,578.
Bill	10/03/2025	32907	Duval Landscape Maintenance	Reference: Landscape Maintenance Oct 25.	1520020 · Landscape Maintenance		24,273.00	-166,851.
Bill Pmt -Check	10/03/2025	100325ACH1	Florida Natural Gas	1865 NORTH LOOP PARKWAY 8/6/25 - 9/2/25	1101005 · Amenity OP Account	13.41		-166,838
Bill	10/06/2025	621252646	Turner Pest Control	Reference: Pest Control.	1530260 · Pest Control		83.63	-166,921.
Bill Pmt -Check	10/06/2025	100625ACH1	Comcast	1865 N. Loop Parkway Sept 15, 2025 - Oct 14, 2025	1101005 · Amenity OP Account	756.41		-166,165
Bill Pmt -Check	10/07/2025	100019	Future Horizons, Inc.	Invoice: 91686 (Reference: Aquatic Weed Control Sept 25.)	1101000 · Operating Account (Valley)	2,122.44		-164,043. -163,861
Bill Pmt -Check		100020 621252646b	ReAlign Web Design	Invoice: 245 (Reference: Website maintenance Aug 25.) Invoice: 246 (Reference: Website mainte Reference: Pest Control.	1101000 · Operating Account (Valley)	182.00	83.63	,
Bill	10/07/2025	621252646b 64589 10/25	Turner Pest Control TECO	Reference: Pest Control. 1865 N LOOP PKWY Sep 03, 2025 - Oct 06, 2025	1131010 · Due from Others 1530130 · General Utilities		83.63 76.14	-163,944. -164,020
Bill	10/07/2025	47285 10.25	FPL	336 Rio Del Norte Road #RR Sep 5, 2025 to Oct 7, 2025	1530130 · General Utilities 1520000 · Electric		76.14 52.18	-164,020
Bill	10/07/2025	47265 10.25	FPI	499 Ensenada Dr #IRR Sep 5, 2025 to Oct 7, 2025	1520000 · Electric		25.66	-164,072
Bill	10/07/2025	37392 10.25	FPL	661 Ensenada Dr. #IRR Sep 5, 2025 to Oct 7, 2025	1520000 · Electric		57.37	-164,156
Bill	10/07/2025	20281 10 25	FPL	1504 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1520000 Electric		188 24	-164 344
Bill	10/07/2025	10583 10.25	FPL	1329 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1520000 · Electric		98.00	-164,442
Bill	10/07/2025	07163 10.25	FPI	Streetlights # Palencia N PH Sep 5, 2025 to Oct 7, 2025	1520000 Electric		5 116 93	-169 559
Bill	10/07/2025	47441 10.25	FPL	1865 N Loop Pkwy Sep 5, 2025 to Oct 7, 2025	1530130 · General Utilities		3,386.85	-172,946
Bill	10/07/2025	61314 10.25	FPL	537 Ensenada Dr. #IRR Sep 5, 2025 to Oct 7, 2025	1520000 · Electric		43.71	-172,940
Bill	10/07/2025	56253 10.25	FPL	2064 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1520000 Electric		55.87	-172,005
Bill	10/07/2025	58332 10.25	FPL	1802 N Loop PKWY #LGT Sep 5, 2025 to Oct 7, 2025	1520000 · Electric		25.66	-173,071
Bill	10/07/2025	52165 10.25	FPL	166 Pantano Vista Way # Fountain Sep 5, 2025 to Oct 7, 2025	1520000 · Electric		424.24	-173,495
	10/07/2025	69248 10 25	FPI	166 Torcido Blvd #RR Sep 5, 2025 to Oct 7, 2025	1520000 · Electric		63.46	-173.558
Bill	10/07/2025							
Bill Bill	10/07/2025	88413 10.25	FPL	491 Ensenada Dr #Park Sep 5, 2025 to Oct 7, 2025	1530130 · General Utilities		35.99	-173,594.

Sweetwater CDD	
General Ledger Detail	
October 2025	

Bill	10/07/2025	79354 10.25	FPL	97 Onda LN #RR Sep 5, 2025 to Oct 7, 2025	1520000 · Electric		25.98	-173,690.21
Bill	10/07/2025	73535 10.25	FPL	1187 Las Calinas Blvd #LITE Sep 5, 2025 to Oct 7, 2025	1530130 · General Utilities		189.87	-173,880.08
Bill	10/07/2025	71537 10.25	FPL	43 Privado Ct #LITE Aug 6, 2025 to Sep 5, 2025	1520000 · Electric		36.37	-173,916.45
Bill	10/07/2025	97256 10.25	FPL	2036 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1520000 · Electric		133.94	-174,050.39
Bill Pmt -Check	10/08/2025	3134	Egis Insurance Advisors, LLC	FY Insurance Policy #100125522 10/1/25 - 10/1/26	1101005 · Amenity OP Account	53,923.00		-120,127.39
Bill	10/08/2025	33051	Duval Landscape Maintenance	Reference: Irrigation Repairs.	1520030 · Landscape Improvements		1,800.00	-121,927.39
Bill Pmt -Check	10/08/2025	100825ACH1	Turner Pest Control	Reference: Pest Control.	1101000 · Operating Account (Valley)	83.63		-121,843.76
Bill	10/09/2025	100525	Angella Bascom	2 Classes @ \$35.00	1530360 · Outside Fitness		70.00	-121,913.76
Bill	10/09/2025	100525	Miranda Bulger	6 Classes @ \$35.00, 2 classes .50 longer	1530360 · Outside Fitness		245.00	-122,158.76
Bill	10/09/2025	100525	Josie Carleton	2 Classes @ \$35.00	1530360 · Outside Fitness		70.00	-122,228.76
Bill	10/09/2025	100525	Ronald C. Cullum	4 Classes @ \$35.00	1530360 · Outside Fitness		140.00	-122,368.76
Bill	10/09/2025	100525	Tiffany Cunningham	3 Classes @ \$35.00	1530360 · Outside Fitness		105.00	-122,473.76
Bill	10/09/2025	100525	Erin Heaton	2 Classes @ \$35.00	1530360 · Outside Fitness		70.00	-122,543.76
Bill	10/09/2025	100525	Katherine Roy	2 Classes @ \$35.00	1530360 · Outside Fitness		70.00	-122,613.76
Bill	10/09/2025	100525	Madeline Rivera	3 Classes @ \$35.00	1530360 · Outside Fitness		105.00	-122,718.76
Bill	10/09/2025	100525	Patricia Scott	7 Classes @ \$35.00	1530360 · Outside Fitness		245.00	-122,963.76
Bill	10/09/2025	100525	Diane Stoever	8 Classes @ \$40.00	1530360 · Outside Fitness		720.00	-123,683.76
Bill Pmt -Check	10/09/2025	3135	Angella Bascom	2 Classes @ \$35.00	1101005 · Amenity OP Account	70.00		-123,613.76
Bill Pmt -Check	10/09/2025	3136	Diane Stoever	8 Classes @ \$40.00	1101005 · Amenity OP Account	720.00		-122,893.76
Bill Pmt -Check	10/09/2025	3137	Erin Heaton	2 Classes @ \$35.00	1101005 · Amenity OP Account	70.00		-122,823.76
Bill Pmt -Check	10/09/2025	3138	Josie Carleton	2 Classes @ \$35.00	1101005 · Amenity OP Account	70.00		-122,753.76
Bill Pmt -Check	10/09/2025	3139	Katherine Roy	2 Classes @ \$35.00	1101005 · Amenity OP Account	70.00		-122,683.76
Bill Pmt -Check	10/09/2025	3140	Madeline Rivera	3 Classes @ \$35.00	1101005 · Amenity OP Account	105.00		-122,578.76
Bill Pmt -Check	10/09/2025	3141	Miranda Bulger	6 Classes @ \$35.00, 2 classes .50 longer	1101005 · Amenity OP Account	245.00		-122,333.76
Bill Pmt -Check	10/09/2025	3142	Patricia Scott	7 Classes @ \$35.00	1101005 · Amenity OP Account	245.00		-122,088.76
Bill Pmt -Check	10/09/2025	3143	Ronald C. Cullum	4 Classes @ \$35.00	1101005 · Amenity OP Account	140.00		-121,948.76
Bill Pmt -Check	10/09/2025	3144	Tiffany Cunningham	3 Classes @ \$35.00	1101005 · Amenity OP Account	105.00		-121,843.76
Bill Pmt -Check	10/09/2025	100925ACH1	St. Johns County Utility Department		1101005 · Amenity OP Account	1,438.26		-120,405.50
Bill	10/10/2025	7726	Tax Exempt Compliance Services, LLC	Reference: Arbitrage Services 2019A-1 & 2019A-2.	1510050 · Arbitrage Rebate		450.00	-120,855.50
Bill	10/11/2025	1274272 10.25	Comcast	1865 N. Loop Parkway Oct 15, 2025 - Nov 14, 2025	1530090 · Telephone, Internet & TV		756.64	-121,612.14
Bill	10/13/2025	30563	Egis Insurance Advisors, LLC	WC Insurance Policy #100125522 10/1/25 - 10/1/26	1530000 · Property & Casuality Insurance		850.00	-122,462.14
Bill	10/14/2025	100225	Ronald J Cervelli	BOS Meeting 10/2/25	1510000 · Supervisor Fees		200.00	-122,662.14
Bill	10/14/2025	100225	John T Smith	BOS Meeting 10/2/25	1510000 · Supervisor Fees		200.00	-122,862.14
Bill	10/14/2025	100225	Daniel L Colin	BOS Meeting 10/2/25	1510000 · Supervisor Fees		200.00	-123,062.14
Bill	10/14/2025	100225	Stephen J Handler	BOS Meeting 10/2/25	1510000 · Supervisor Fees		200.00	-123,262.14
Bill	10/14/2025	100225	Kristen Cohen	BOS Meeting 10/2/25	1510000 · Supervisor Fees		200.00	-123,462.14
Bill Pmt -Check	10/14/2025	4510	Daniel L Colin	BOS Meeting 10/2/25	1101000 · Operating Account (Valley)	200.00		-123,262.14
Bill Pmt -Check	10/14/2025	4511	John T Smith	BOS Meeting 10/2/25	1101000 · Operating Account (Valley)	200.00		-123,062.14
Bill Pmt -Check	10/14/2025	4512	Kristen Cohen	BOS Meeting 10/2/25	1101000 · Operating Account (Valley)	200.00		-122,862.14
Bill Pmt -Check	10/14/2025	4513	Ronald J Cervelli	BOS Meeting 10/2/25	1101000 · Operating Account (Valley)	200.00		-122,662.14
Bill Pmt -Check	10/14/2025	4514	Stephen J Handler	BOS Meeting 10/2/25	1101000 · Operating Account (Valley)	200.00		-122,462.14
Bill Pmt -Check	10/14/2025	400015	Duval Landscape Maintenance	Invoice: 32906 (Reference: Landscape Maintenance Oct 25.)	1101005 · Amenity OP Account	2,022.00		-120,440.14
Bill Pmt -Check	10/14/2025	400016	Turner Pest Control	Invoice: 621252646 (Reference: Pest Control.)	1101005 · Amenity OP Account	83.63		-120,356.51
Bill Pmt -Check	10/14/2025	100021	Vesta District Services	Invoice: 428993 (Reference: FY?2026 Dissemination Agent Fee.)	1101000 · Operating Account (Valley)	5,000.00		-115,356.51
Bill Pmt -Check	10/14/2025	100022 400017	Duval Landscape Maintenance State Chemical Solutions	Invoice: 32907 (Reference: Landscape Maintenance Oct 25.) Invoice: 33051 (Reference: Irrigati	1101000 · Operating Account (Valley)	26,073.00 432.82		-89,283.51
Bill Pmt -Check	10/14/2025			Invoice: 903740379 (Reference: Cleaning Supplies.) Invoice: 903826449 (Reference: Cleaning Su	1101005 · Amenity OP Account			-88,850.69
Bill Pmt -Check	10/14/2025	100023	Matthews Design Group LLC	Invoice: 194067 (Reference: ENGINEERING SERVICES Sept 25.)	1101000 · Operating Account (Valley)	1,965.73	10 000 00	-86,884.96
Bill Pmt -Check	10/14/2025	429072 100024	Vesta Property Services	Reference: Bonuses.	1530020 · Performance Incentive	286.49	10,000.00	-96,884.96 -96,598.47
Bill Pmt -Check	10/15/2025	100024	St. Augustine Electric Motor Works, Inc.	Invoice: Sales Receipt #10871 (Reference: Service Call.)	1101000 · Operating Account (Valley)	1.450.00		-96,598.47 -95,148.47
Bill Pmt -Check	10/15/2025 10/15/2025	100026	East Coast Wells & Pump Service	Invoice: 53327 (Reference: Replace Tank, Check Valve & Stop Valve.)	1101000 · Operating Account (Valley)			-95,146.47
Bill Pmt -Check	10/15/2025	100026	Kilinski Van Wyk PLLC Envera	Invoice: 13344 (Reference: Legal Services Sept 25.) Invoice: 760586 (Reference: Security 11/1/25 - 11/30/25.)	1101000 · Operating Account (Valley) 1101000 · Operating Account (Valley)	7,206.95 3,428.05		-84,513.47
Bill Pmt -Check	10/15/2025	100027	Tax Exempt Compliance Services, LLC	Invoice: 760586 (Reference: Security 11/1/25 - 11/30/25.) Invoice: 7726 (Reference: Arbitrage Services 2019A-1 & 2019A-2.)	1101000 · Operating Account (Valley) 1101000 · Operating Account (Valley)	3,428.05 450.00		-84,513.47 -84,063.47
Bill Pmt -Check	10/15/2025	400018	Vesta District Services	Invoice: 7726 (Keterence: Arbitrage Services 2019A-1 & 2019A-2.) Invoice: 428518 (Reference: Billable Expenses - Aug 2025.) Invoice: 428958 (Reference: Manage	1101000 - Operating Account (Valley) 1101005 - Amenity OP Account	450.00 8,009.56		-84,063.47 -76,053.91
Bill Pmt -Check	10/15/2025	400018	Vesta District Services Vesta Property Services	Invoice: 420016 (Reference: Billiable Expenses - Aug 2025.) Invoice: 42006 (Reference: Manage Invoice: 420072 (Reference: Bonuses.)	1101005 - Amenity OP Account 1101005 - Amenity OP Account	10.000.00		-66,053.91
Bill Pmt -Check	10/16/2025	400019	Gannett FL LocalIQ	Invoice: 429072 (Reference: Bonuses.) Invoice: 0007353048 (Reference: Legal Advertising.)	1101005 · Amenity OP Account	213.44		-65.840.47
Bill Pmt -Check	10/16/2025	3618397 10.25	Republic Services #687	1865 N Loop Pkwy 11/1/25 - 11/30/25	1530140 · Refuse Removal	∠13.44	930.48	-66,770.95
Bill	10/16/2025	10786	Goode Brothers Roofs and Gutters, Inc.	Gutter Installation	1530250 · Building - R & M		7,576.25	-74,347.20
Bill	10/16/2025	110427 10.25	Florida Natural Gas	1865 NORTH LOOP PARKWAY 9/2/25 - 10/6/25	1530130 · General Utilities		17.26	-74,364.46
Bill	10/16/2025	33061	Duval Landscape Maintenance	Reference: Fall Flower Change out.	1530200 · Landscape- Maint & Improv		4,600.00	-74,304.46
Bill	10/16/2025	33062	Duval Landscape Maintenance	Reference: Mainline Repair.	1520070 · Irrigation Repairs & Maintenanc		475.00	-79,439.46
Bill Pmt -Check	10/17/2025	101725ACH1	Republic Services #687	1865 N Loop Pkwy 9/1/25 - 9/30/25	1101005 · Amenity OP Account	1,103.95		-78,335.51
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Sweetwater CDD	
General Ledger Detail	
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Bill	10/17/2025	70401 10.25	FPL	633 Glorieta Dr #IRR Sep 5, 2025 to Oct 7, 2025	1520000 · Electric		29.79	-78,365.30
Bill Pmt -Check	10/17/2025	3145	Goode Brothers Roofs and Gutters, Inc.	Gutter Installation	1101005 · Amenity OP Account	7,576.25		-70,789.05
Bill Pmt -Check	10/17/2025	3146	Egis Insurance Advisors, LLC	WC Insurance Policy #100125522 10/1/25 - 10/1/26	1101005 · Amenity OP Account	850.00		-69,939.05
Bill Pmt -Check	10/17/2025	400021	Vesta Property Services	Invoice: 428833 (Reference: Amenity Management Sept 25.)	1101005 · Amenity OP Account	34,984.23		-34,954.82
Bill	10/18/2025	20753	Taylor Tree Services Inc.	Palm Pruning	1520120 · Tree Pruning		10,145.00	-45,099.82
Bill	10/19/2025	131201 10.25	St. Johns County Utility Department	1187 LAS CALINAS BLVD GUARDHOUSE 9/18/25 - 10/16/25	1530130 · General Utilities		34.02	-45,133.84
Bill	10/19/2025	125768 10.25	St. Johns County Utility Department	491 ENSENADA DR 9/18/25 - 10/16/25	1530130 · General Utilities		15.65	-45,149.49
Bill	10/19/2025	127508 10.25	St. Johns County Utility Department	1865 N LOOP PKWY 9/18/25 - 10/16/25	1530130 · General Utilities		1,259.03	-46,408.52
Bill Pmt -Check	10/20/2025	102025ACH2	St. Johns County Utility Department	1865 N LOOP PKWY 7/19/25 - 8/19/25	1101005 · Amenity OP Account	1,306.56		-45,101.96
Bill Pmt -Check	10/20/2025	102025ACH1	St. Johns County Utility Department	1187 LAS CALINAS BLVD GUARDHOUSE 8/19/25 - 9/18/25	1101005 · Amenity OP Account	88.70		-45,013.26
Bill Pmt -Check	10/20/2025	102025ACH3	St. Johns County Utility Department	491 ENSENADA DR 8/19/25 - 9/18/25	1101005 · Amenity OP Account	25.65		-44,987.61
Bill	10/20/2025	33084	Duval Landscape Maintenance	Reference: New Sod at Gate.	1520030 · Landscape Improvements		4,540.00	-49,527.61
Bill	10/20/2025	102025	Angella Bascom	2 Classes @ \$35.00	1530360 · Outside Fitness		70.00	-49,597.61
Bill	10/20/2025	102025	Miranda Bulger	6 Classes @ \$35.00 & 2 Classes 1/2 hr longer	1530360 · Outside Fitness		245.00	-49,842.61
Bill	10/20/2025	102025	Ronald C. Cullum	4 Classes @ \$35.00	1530360 · Outside Fitness		140.00	-49,982.61
Bill	10/20/2025	102025	Tiffany Cunningham	2 Classes @ \$35.00	1530360 · Outside Fitness		70.00	-50,052.61
Bill	10/20/2025	102025	Erin Heaton	2 Classes @ \$35.00	1530360 · Outside Fitness		70.00	-50,122.61
Bill	10/20/2025	102025 (2)	Lina Hermez	1 Class @ \$25.00 & 5 Classes @ \$40.00	1530360 · Outside Fitness		225.00	-50,347.61
Bill	10/20/2025	102025	Katherine Roy	1 Class @ \$35.00	1530360 · Outside Fitness		35.00	-50,382.61
Bill	10/20/2025	102025	Madeline Rivera	1 Class @ \$35.00	1530360 · Outside Fitness		35.00	-50,417.61
Bill	10/20/2025	102025	Eliana Roque	8 Classes @ \$40.00	1530360 · Outside Fitness		320.00	-50,737.61
Bill	10/20/2025	102025	Patricia Scott	6 Classes @ \$35.00	1530360 · Outside Fitness		210.00	-50,947.61
Bill	10/20/2025	102025	Diane Stoever	6 Classes @ \$40.00	1530360 · Outside Fitness		240.00	-51,187.61
Bill Pmt -Check	10/21/2025	102125ACH1	FPL	1802 N Loop PKWY #LGT Sep 5, 2025 to Oct 7, 2025	1101000 · Operating Account (Valley)	25.66		-51,161.95
Bill Pmt -Check	10/21/2025	102125ACH2	FPL	499 Ensenada Dr #IRR Sep 5, 2025 to Oct 7, 2025	1101000 · Operating Account (Valley)	25.66		-51,136.29
Bill Pmt -Check	10/21/2025	102125ACH3	FPL	97 Onda LN #IRR Sep 5, 2025 to Oct 7, 2025	1101000 · Operating Account (Valley)	25.98		-51,110.31
Bill Pmt -Check	10/21/2025	102125ACH4	FPL	633 Glorieta Dr #IRR Sep 5, 2025 to Oct 7, 2025	1101000 · Operating Account (Valley)	29.79		-51,080.52
Bill Pmt -Check	10/21/2025	102125ACH5	FPL	43 Privado Ct #LITE Aug 6, 2025 to Sep 5, 2025	1101000 · Operating Account (Valley)	36.37		-51,044.15
Bill Pmt -Check	10/21/2025	102125ACH6	FPL	537 Ensenada Dr. #IRR Sep 5, 2025 to Oct 7, 2025	1101000 · Operating Account (Valley)	43.71		-51,000.44
Bill Pmt -Check	10/21/2025	102125ACH7	FPL	336 Rio Del Norte Road #IRR Sep 5, 2025 to Oct 7, 2025	1101000 · Operating Account (Valley)	52.18		-50,948.26
Bill Pmt -Check	10/21/2025	102125ACH8	FPL	2064 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1101000 · Operating Account (Valley)	55.87		-50,892.39
Bill Pmt -Check	10/21/2025	102125ACH9	FPL FPI	661 Ensenada Dr. #IRR Sep 5, 2025 to Oct 7, 2025	1101000 · Operating Account (Valley)	57.37		-50,835.02
Bill Pmt -Check Bill Pmt -Check	10/21/2025 10/21/2025	102125ACH10 102125ACH11	FPL FPL	166 Torcido Blvd #IRR Sep 5, 2025 to Oct 7, 2025 711 Enrede LN Sep 5, 2025 to Oct 7, 2025	1101000 · Operating Account (Valley) 1101000 · Operating Account (Valley)	63.46 69.27		-50,771.56 -50,702.29
Bill Pmt -Check		102125ACH11 102125ACH12	FPL FPL			98.00		-50,702.29 -50.604.29
Bill Pmt -Check	10/21/2025 10/21/2025	102125ACH12 102125ACH13	FPL FPL	1329 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025 2036 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1101000 · Operating Account (Valley) 1101000 · Operating Account (Valley)	98.00		-50,604.29
Bill Pmt -Check	10/21/2025	102125ACH13	FPL FPL	1504 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1101000 · Operating Account (Valley)	188 24		-50,282.11
Bill Pmt -Check	10/21/2025	102125ACH14 102125ACH15	FPL FPL	1604 Las Calinas Bivo #IRR Sep 5, 2025 to Oct 7, 2025	1101000 · Operating Account (Valley) 1101000 · Operating Account (Valley)	424.24		-49,857.87
Bill Pmt -Check	10/21/2025	102125ACH16	FPI	Streetlights # Palencia N PH Sep 5, 2025 to Oct 7, 2025	1101000 · Operating Account (Valley)	5,116.93		-44,740.94
Bill Pmt -Check	10/21/2025	102125ACH1	FPL	491 Ensenada Dr #Park Sep 5, 2025 to Oct 7, 2025	1101005 · Amenity OP Account	35.99		-44,704.95
Bill Pmt -Check	10/21/2025	102125ACH2	FPL	1187 Las Calinas Blvd #LITE Sep 5, 2025 to Oct 7, 2025	1101005 - Amenity OP Account	189.87		-44,515.08
Bill Pmt -Check	10/21/2025	102125ACH3	FPL	1865 N Loop Pkwy Sep 5, 2025 to Oct 7, 2025	1101005 · Amenity OP Account	3,386.85		-41,128.23
Bill Pmt -Check	10/21/2025	4518	AL Dirtworks LLC	Landscape Tear Out	1101000 · Operating Account (Valley)	3,750.00		-37,378.23
Bill Pmt -Check	10/21/2025	4516	Best Fence Jacksonville	VOID: Lost Ck by UPS Final Payment for fence expansion at dog park	1101000 · Operating Account (Valley)	0.00		-37,378.23
Bill Pmt -Check	10/21/2025	4517	Taylor Tree Services Inc.	Palm Pruning	1101000 · Operating Account (Valley)	10,145.00		-27,233.23
Bill Pmt -Check	10/22/2025	100029	Duval Landscape Maintenance	Invoice: 33062 (Reference: Mainline Repair.) Invoice: 33084 (Reference: New Sod at Gate.)	1101000 · Operating Account (Valley)	5,015.00		-22,218.23
Bill Pmt -Check	10/22/2025	400022	Duval Landscape Maintenance	Invoice: 33061 (Reference: Fall Flower Change out.)	1101005 · Amenity OP Account	4,600.00		-17,618.23
Bill Pmt -Check	10/22/2025	3147	Angella Bascom	2 Classes @ \$35.00	1101005 · Amenity OP Account	70.00		-17,548.23
Bill Pmt -Check	10/22/2025	3148	Diane Stoever	6 Classes @ \$40.00	1101005 · Amenity OP Account	240.00		-17,308.23
Bill Pmt -Check	10/22/2025	3149	Eliana Roque	8 Classes @ \$40.00	1101005 · Amenity OP Account	320.00		-16,988.23
Bill Pmt -Check	10/22/2025	3150	Erin Heaton	2 Classes @ \$35.00	1101005 · Amenity OP Account	70.00		-16,918.23
Bill Pmt -Check	10/22/2025	3151	Katherine Roy	1 Class @ \$35.00	1101005 · Amenity OP Account	35.00		-16,883.23
Bill Pmt -Check	10/22/2025	3152	Lina Hermez	1 Class @ \$25.00 & 5 Classes @ \$40.00	1101005 · Amenity OP Account	225.00		-16,658.23
Bill Pmt -Check	10/22/2025	3153	Madeline Rivera	1 Class @ \$35.00	1101005 · Amenity OP Account	35.00		-16,623.23
Bill Pmt -Check	10/22/2025	3154	Miranda Bulger	6 Classes @ \$35.00 & 2 Classes 1/2 hr longer	1101005 · Amenity OP Account	245.00		-16,378.23
Bill Pmt -Check	10/22/2025	3155	Patricia Scott	6 Classes @ \$35.00	1101005 · Amenity OP Account	210.00		-16,168.23
Bill Pmt -Check	10/22/2025	3156	Ronald C. Cullum	4 Classes @ \$35.00	1101005 · Amenity OP Account	140.00		-16,028.23
Bill Pmt -Check	10/22/2025	3157	Tiffany Cunningham	2 Classes @ \$35.00	1101005 · Amenity OP Account	70.00		-15,958.23
Bill	10/22/2025	102025	Lina Hermez	1 Class @ \$40.00	1530360 · Outside Fitness		40.00	-15,998.23
Bill Pmt -Check	10/22/2025	3158	Lina Hermez	1 Class @ \$40.00	1101005 · Amenity OP Account	40.00		-15,958.23
Bill	10/22/2025	33093	Duval Landscape Maintenance	Reference: Irrigation Repairs.	1520070 · Irrigation Repairs & Maintenanc		475.00	-16,433.23
Bill Pmt -Check	10/24/2025	102425ACH1	AT&T	Guardhouse Telephone Oct 02 - Nov 01	1101005 · Amenity OP Account	149.80		-16,283.43

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Bill	10/25/2025	870010-24	True Footage, Inc.	Real Property Evaluation	1510160 · Miscellaneous		800.00	-17,083.43
Bill Pmt -C	heck 10/27/2025	100030	Duval Landscape Maintenance	Invoice: 32832 (Reference: Irrigation Repairs.)	1101000 · Operating Account (Valley)	1,650.00		-15,433.43
Bill Pmt -C	heck 10/27/2025	102725ACH1	Geneva Capital LLC	Fitness Equipment 10/25	1101005 · Amenity OP Account	2,539.71		-12,893.72
Bill Pmt -C	heck 10/28/2025	4519	True Footage, Inc.	Real Property Evaluation	1101000 · Operating Account (Valley)	800.00		-12,093.72
Bill	10/28/2025	102325	Ronald J Cervelli	BOS Workshop 10/23/25	1510000 · Supervisor Fees		200.00	-12,293.72
Bill	10/28/2025	102325	John T Smith	BOS Workshop 10/23/25	1510000 · Supervisor Fees		200.00	-12,493.72
Bill	10/28/2025	102325	Stephen J Handler	BOS Workshop 10/23/25	1510000 · Supervisor Fees		200.00	-12,693.72
Bill	10/28/2025	102325	Daniel L Colin	BOS Workshop 10/23/25	1510000 · Supervisor Fees		200.00	-12,893.72
Bill	10/28/2025	102325	Kristen Cohen	BOS Workshop 10/23/25	1510000 · Supervisor Fees		200.00	-13,093.72
Bill Pmt -C		4520	Daniel L Colin	BOS Workshop 10/23/25	1101000 · Operating Account (Valley)	200.00		-12,893.72
Bill Pmt -C	heck 10/28/2025	4521	John T Smith	BOS Workshop 10/23/25	1101000 · Operating Account (Valley)	200.00		-12,693.72
Bill Pmt -C		4522	Kristen Cohen	BOS Workshop 10/23/25	1101000 · Operating Account (Valley)	200.00		-12,493.72
Bill Pmt -C	Check 10/28/2025	4523	Ronald J Cervelli	BOS Workshop 10/23/25	1101000 · Operating Account (Valley)	200.00		-12,293.72
Bill Pmt -C	heck 10/28/2025	4524	Stephen J Handler	BOS Workshop 10/23/25	1101000 · Operating Account (Valley)	200.00		-12,093.72
Bill Pmt -C		100031	Duval Landscape Maintenance	Invoice: 33093 (Reference: Irrigation Repairs.)	1101000 · Operating Account (Valley)	475.00		-11,618.72
Bill	10/28/2025	2025630	Burchfield Electric, Inc.	Reference: Electrical Work on Fountain & Pond Pumps.	1520060 · Fountain Maintenance		5,842.00	-17,460.72
Bill	10/29/2025	4041	First Coast Mulch	Mulch Installation	1520040 · Mulch		2,650.00	-20,110.72
Bill Pmt -C		102925ACH1	TECO	1865 N LOOP PKWY Sep 03, 2025 - Oct 06, 2025	1101005 · Amenity OP Account	76.14		-20,034.58
Bill Pmt -C		102925CC1	Valley Bank Credit Card	Various Purchases	1101025 · POS Account	6,075.50		-13,959.08
Bill Pmt -C		4525	Best Fence Jacksonville	Final Payment for fence expansion at dog park	1101000 · Operating Account (Valley)	1,029.00		-12,930.08
Bill	10/31/2025	92258	Future Horizons, Inc.	Reference: Fountain Repair.	1520060 · Fountain Maintenance		1,531.26	-14,461.34
Bill	10/31/2025	92197	Future Horizons, Inc.	Reference: Aquatic Weed Control Oct 25.	1520050 · Lake Maintenance		2,122.44	-16,583.78
Bill	10/31/2025	0007405420	Gannett FL LocalIQ	Reference: Legal Advertising.	1510150 · Legal Advertising		197.12	-16,780.90
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Various Purchases	-SPLIT-		9,210.44	-25,991.34
Total 1202000 · Accounts Payal	ble					225,138.23	182,468.46	-25,991.34
1202010 · Accrued Expenses								0.00
General Jo		35		Vesta Property Services - October Fees	1530110 · Field Management		34,707.82	-34,707.82
Total 1202010 · Accrued Expen						0.00	34,707.82	-34,707.82
1207000 · Due to General Fun								-39,279.22
General Jo		25		Managment Fees - October 2025	1510080 · Management Fees	5,143.50		-34,135.72
General Jo		27		Envera Security Service Invoice #760586	1530150 · Security		3,428.05	-37,563.77
General Jo		20		Transfer to Amenity Account	1101000 · Operating Account (Valley)		100,000.00	-137,563.77
General Jo		21		Transfer to Amenity Account	1101000 · Operating Account (Valley)		100,000.00	-237,563.77
Total 1207000 · Due to General						5,143.50	203,428.05	-237,563.77
1207001 · Due to Amenity Fur								-105,022.37
General Jo		28		R/C Egis Insurance WC 10/1/25-10/1/26	1530000 · Property & Casuality Insurance		850.00	-105,872.37
General Jo		29		Egis Insurance - 10/1/25-10/1/26	1510130 · Public Official Insurance		10,882.00	-116,754.37
General Jo		26		R/C Gutter Replacement - Invoice #10786	2530010 · Capital Outlay - CRF		7,576.25	-124,330.62
General Jo		22		Due to AF for Debit Card payment	1101025 · POS Account		511.33	-124,841.95
Total 1207001 · Due to Amenity						0.00	19,819.58	-124,841.95
1207002 · Due to Capital Rese								0.00
General Jo		34		Budgeted CRF Transfer			100,000.00	-100,000.00
Total 1207002 · Due to Capital F						0.00	100,000.00	-100,000.00
1207003 · Due to Debt Service								0.00
Total 1207003 · Due to Debt Se								0.00
1299999 · Outstanding Check								0.00
Total 1299999 · Outstanding Ch	necks							0.00
24000 · Payroll Liabilities								0.00
Total 24000 · Payroll Liabilities								0.00

Tot 120 Tot 120 Tota 1299 Tota 240 4202000 · Contracts Payable 0.00 Total 4202000 · Contracts Payable 0.00 1271000 · FB - Unassigned -501,852.39 Total 1271000 · FB - Unassigned -501,852.39 1271100 · FB - Nonspendable 0.00 Total 1271100 · FB - Nonspendable 0.00 1271200 · FB - Assigned -405,337.02 Total 1271200 · FB - Assigned -405,337.02 1271300 · FB - Reserved -774,253.45 -774,253.45 Total 1271300 · FB - Reserved 30000 · Opening Balance Equity 0.00 Total 30000 · Opening Balance Equity 0.00 32000 · Retained Earnings 0.00

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Total 32000 · Retained Earnings					October 2023				0.00
1325000 · Special Assessments									-1,868,740.70
Total 1325000 · Special Assessments									-1,868,740.70
1325100 · Excess Revenue									-19,928.23
General Journal	10/01/2025	24R		R	teverse of GJE 24 FY25 Excess Revenue	-SPLIT-	19,928.23		0.00
Deposit	10/29/2025	2410			Y25 Excess Fees	1101020 · U.S. Bank Custody Account	10,320.23	19,928.23	-19,928.23
Total 1325100 · Excess Revenue						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	19,928.23	19,928.23	-19,928.23
1361000 · Interest Revenue							10,020.20	10,020.20	-41,809.93
Deposit	10/31/2025			Ir	nterest	1101000 · Operating Account (Valley)		928.43	-42,738.36
Deposit	10/31/2025				nterest	1101005 · Amenity OP Account		310.35	-43,048.71
Deposit	10/31/2025				nterest	1101025 · POS Account		4.17	-43,052.88
Deposit	10/31/2025			Ir	nterest	1101015 · SBA (GF)		190.45	-43,243.33
Deposit	10/31/2025			Ir	nterest	1101020 · U.S. Bank Custody Account		952.45	-44,195.78
Total 1361000 · Interest Revenue							0.00	2,385.85	-44,195.78
1369000 · Miscellaneous Revenue									0.00
Total 1369000 · Miscellaneous Revenue									0.00
1369010 · Fitness Center Revenue									-9,911.00
General Journal	10/31/2025	23		C	October Fitness Revenue	1101025 · POS Account		1,850.00	-11,761.00
Total 1369010 · Fitness Center Revenue							0.00	1,850.00	-11,761.00
1369100 · Insurance Proceeds									-1,820.00
Total 1369100 · Insurance Proceeds									-1,820.00
1369200 · Cost Share Rev - Marshall Cr	eek								-97,561.00
Total 1369200 · Cost Share Rev - Marshal	l Creek								-97,561.00
2361000 · Interest CRF									-14,204.82
Total 2361000 · Interest CRF									-14,204.82
2369000 · Miscellaneous Rev									-100.61
Total 2369000 · Miscellaneous Rev									-100.61
3325000 · Spec Assessments - On Roll									-742,953.64
Total 3325000 · Spec Assessments - On F									-742,953.64
3325010 · Spec Assessments - Prepayn									-10,926.00
Total 3325010 · Spec Assessments - Prep	ayments								-10,926.00
3325100 · Excess DS Revenue General Journal	4010410005	24R		_	2005	1005100 E B	7.000.55		-7,980.55
General Journal Deposit	10/01/2025 10/10/2025	24K			Y25 Excess Revenue Y25 Excess Fees	1325100 · Excess Revenue 3101002 · DS 2019 Revenue	7,980.55	48.46	0.00 -48.46
Deposit	10/10/2025				Y25 Excess Fees	3101002 · DS 2019 Revenue		9.24	-57.70
Deposit	10/10/2025				Y25 Excess Fees	3101002 · DS 2019 Revenue		6.654.38	-6,712.08
Deposit	10/29/2025				Y25 Excess Assessment Fees	3101002 · DS 2019 Revenue		1,268.47	-7,980.55
Total 3325100 · Excess DS Revenue							7,980.55	7,980.55	-7,980.55
3361000 · Interest - DS 2019							7,500.00	1,000.00	-26,052.68
Deposit	10/31/2025			Ir	nterest	3101001 · DS 2019 A-2 Reserve		363.71	-26,416.39
Deposit	10/31/2025				nterest	3101000 · DS 2019 A-1 Reserve		449.50	-26,865.89
Deposit	10/31/2025				nterest	3101003 · DS 2019 Prepayment		0.04	-26,865.93
Deposit	10/31/2025				nterest	3101002 · DS 2019 Revenue		691.33	-27,557.26
Total 3361000 · Interest - DS 2019							0.00	1,504.58	-27,557.26
4361000 · Interest									-11,454.35
Deposit	10/31/2025			Ir	nterest	2101000 · Operating Account (Truist)		0.81	-11,455.16
Deposit	10/31/2025			Ir	nterest	4101000 · DS 2019 A&C		347.39	-11,802.55
Total 4361000 · Interest							0.00	348.20	-11,802.55
50000 · Cost of Goods Sold									0.00
Total 50000 · Cost of Goods Sold									0.00
1110000 · General & Administrative									224,349.83
1510000 · Supervisor Fees									13,800.00
Bill	10/14/2025	100225	Ronald J Cervelli		OS Meeting 10/2/25	1202000 · Accounts Payable	200.00		14,000.00
Bill	10/14/2025	100225	John T Smith		OS Meeting 10/2/25	1202000 · Accounts Payable	200.00		14,200.00
Bill	10/14/2025	100225	Daniel L Colin		OS Meeting 10/2/25	1202000 · Accounts Payable	200.00		14,400.00
Bill	10/14/2025	100225	Stephen J Handler		OS Meeting 10/2/25	1202000 · Accounts Payable	200.00		14,600.00
Bill	10/14/2025	100225	Kristen Cohen		OS Meeting 10/2/25	1202000 · Accounts Payable	200.00		14,800.00
Bill	10/28/2025	102325	Ronald J Cervelli		OS Workshop 10/23/25	1202000 · Accounts Payable	200.00		15,000.00
Bill	10/28/2025	102325	John T Smith		OS Workshop 10/23/25	1202000 · Accounts Payable	200.00		15,200.00
Bill	10/28/2025	102325	Stephen J Handler		OS Workshop 10/23/25	1202000 · Accounts Payable	200.00		15,400.00
Bill	10/28/2025	102325	Daniel L Colin		IOS Workshop 10/23/25	1202000 · Accounts Payable	200.00		15,600.00
Bill	10/28/2025	102325	Kristen Cohen	В	OS Workshop 10/23/25	1202000 · Accounts Payable	200.00		15,800.00

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Total 1510000 · Supervisor Fees						2,000.00	0.00	15,800.00
1510010 · Engineering Services								26,573.58
Total 1510010 · Engineering Services								26,573.58
1510020 · District Counsel								100,874.93
Total 1510020 · District Counsel								100,874.93
1510030 · Audit Fees								3,800.00
Total 1510030 · Audit Fees								3,800.00
1510040 · Assessment Administration								6,033.34
Bill	10/01/2025	428958	Vesta District Services	Reference: Management Fees Oct 25.	1202000 · Accounts Payable	416.67		6,450.01
General Journal	10/01/2025	25		Managment Fees - October 2025	1510080 ⋅ Management Fees	416.67		6,866.68
General Journal	10/01/2025	25		Managment Fees - October 2025	1510080 · Management Fees		416.67	6,450.01
Total 1510040 · Assessment Administ	ration					833.34	416.67	6,450.01
1510050 · Arbitrage Rebate								0.00
Bill	10/10/2025	7726	Tax Exempt Compliance Services, LLC	Reference: Arbitrage Services 2019A-1 & 2019A-2.	1202000 · Accounts Payable	450.00		450.00
Total 1510050 · Arbitrage Rebate						450.00	0.00	450.00
1510060 · Dissemination Agent								4,593.30
Bill	10/01/2025	428993	Vesta District Services	Reference: FY?2026 Dissemination Agent Fee.	1202000 · Accounts Payable	5,000.00		9,593.30
Total 1510060 · Dissemination Agent						5,000.00	0.00	9,593.30
1510070 · Trustee Fees								3,771.25
Total 1510070 · Trustee Fees								3,771.25
1510080 · Management Fees								45,037.41
Bill	10/01/2025	428958	Vesta District Services	Reference: Management Fees Oct 25.	1202000 · Accounts Payable	3,893.50		48,930.91
General Journal	10/01/2025	25		Managment Fees - October 2025	-SPLIT-	3,893.50		52,824.41
General Journal	10/01/2025	25		Managment Fees - October 2025	1510080 · Management Fees		3,893.50	48,930.91
Total 1510080 · Management Fees						7,787.00	3,893.50	48,930.91
1510090 · Information Technology								1,235.00
Total 1510090 · Information Technolog	Jy							1,235.00 1,048.70
Total 1510100 · Website Maintenance								1,048.70
1510110 · Telephone								1,048.70 502.86
Total 1510110 · Telephone								502.86
1510120 · Postage & Delivery								4,537.08
Total 1510120 · Postage & Delivery								4,537.08
1510130 · Public Official Insurance								4,374.00
Bill	10/01/2025	30061	Egis Insurance Advisors, LLC	FY Insurance Policy #100125522 10/1/25 - 10/1/26	1202000 · Accounts Payable	4,636.00		9,010.00
General Journal	10/01/2025	28	Egis Insulance Auvisors, EEO	R/C Egis Insurance W C 10/1/25-10/1/26	1530000 · Property & Casuality Insurance	850.00		9,860.00
General Journal	10/01/2025	29		Egis Insurance - Employer Liability 10/1/25-10/1/26	-SPLIT-	4 636 00		14 496 00
General Journal	10/01/2025	29		Egis Insurance - 10/1/25-10/1/26	1510130 · Public Official Insurance	,,	4,636.00	9,860.00
Total 1510130 · Public Official Insuran						10,122.00	4,636.00	9,860.00
1510140 · Copies								3,797.75
Total 1510140 · Copies								3,797.75
1510150 · Legal Advertising								2,168.27
Bill	10/31/2025	0007405420	Gannett FL LocalIQ	Reference: Legal Advertising.	1202000 ⋅ Accounts Payable	197.12		2,365.39
Total 1510150 · Legal Advertising						197.12	0.00	2,365.39
1510160 · Miscellaneous								685.39
Bill	10/25/2025	870010-24	True Footage, Inc.	Real Property Evaluation	1202000 ⋅ Accounts Payable	800.00		1,485.39
Total 1510160 · Miscellaneous						800.00	0.00	1,485.39
1510170 · Dues, Licenses & Subscri	iptions							666.97
Bill	10/01/2025	93019	FLORIDA DEPT OF ECONOMIC OPPORTUNITY	FY 2025/2026 Special District Fee Invoice/Update Form	1202000 ⋅ Accounts Payable	175.00		841.97
Total 1510170 · Dues, Licenses & Sub	scriptions					175.00	0.00	841.97
1510180 · Cost Share - Marshall Cre								0.00
Total 1510180 · Cost Share - Marshall								0.00
1510190 · Workers' Comp Insurance	Ð							850.00
Total 1510190 · Workers' Comp Insura	ance							850.00
1110000 · General & Administrative	- Other							0.00
Total 1110000 · General & Administrat	tive - Other							0.00
Total 1110000 · General & Administrative						27,364.46	8,946.17	242,768.12
1120000 · Operations & Maintenance								569,341.78
1520000 · Electric								78,927.31
Bill	10/07/2025	47285 10.25	FPL	336 Rio Del Norte Road #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	52.18		78,979.49
Bill	10/07/2025	44154 10.25	FPL	499 Ensenada Dr #IRRSep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	25.66		79,005.15
Bill	10/07/2025	37392 10.25	FPL	661 Ensenada Dr. #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	57.37		79,062.52

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				October 2025				
Bill	10/07/2025	20281 10.25	FPL	1504 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	188.24		79,250.76
Bill	10/07/2025 10/07/2025	10583 10.25 07163 10.25	FPL FPL	1329 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025 Streetlights # Palencia N PH Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable 1202000 · Accounts Payable	98.00 5,116.93		79,348.76 84.465.69
Bill	10/07/2025	61314 10.25	FPL	537 Ensenada Dr. #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	43.71		84,509.40
Bill	10/07/2025	56253 10.25	FPL	2064 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	55.87		84.565.27
Bill	10/07/2025	58332 10.25	FPL	1802 N Loop PKWY #LGT Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	25.66		84,590.93
Bill	10/07/2025	52165 10.25	FPL	166 Pantano Vista Way # Fountain Sep 5, 2025 to Oct 7, 2025	1202000 Accounts Payable	424.24		85.015.17
Bill	10/07/2025	69248 10 25	FPI	166 Torcido Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	63.46		85 078 63
Bill	10/07/2025	83257 10.25	FPL	711 Enrede LN Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	69.27		85,147.90
Bill	10/07/2025	79354 10.25	FPL	97 Onda LN #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	25.98		85.173.88
Bill	10/07/2025	71537 10.25	FPL	43 Privado Ct #LITE Aug 6, 2025 to Sep 5, 2025	1202000 · Accounts Payable	36.37		85,210.25
Bill	10/07/2025	97256 10.25	FPL	2036 Las Calinas Blvd #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	133.94		85,344.19
Bill	10/17/2025	70401 10.25	FPL	633 Glorieta Dr #IRR Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	29.79		85,373.98
Total 1520000 · Electric					,	6,446.67	0.00	85,373.98
1520010 · General Insurance						2,112121		5,892.00
Bill	10/01/2025	30061	Egis Insurance Advisors, LLC	FY Insurance Policy #100125522 10/1/25 - 10/1/26	1202000 ⋅ Accounts Payable	6.246.00		12,138.00
General Journal	10/01/2025	29	, ,	Egis Insurance - General Liability 10/1/25-10/1/26	1510130 · Public Official Insurance	6,246.00		18,384.00
General Journal	10/01/2025	29		Egis Insurance - 10/1/25-10/1/26	1510130 · Public Official Insurance		6,246.00	12,138.00
Total 1520010 · General Insurance						12,492.00	6,246.00	12,138.00
1520020 · Landscape Maintenance	9					*	.,	291,276.00
Bill	10/03/2025	32907	Duval Landscape Maintenance	Reference: Landscape Maintenance Oct 25.	1202000 ⋅ Accounts Payable	24,273.00		315,549.00
Total 1520020 · Landscape Maintena	ance					24,273.00	0.00	315.549.00
1520030 · Landscape Improvemen	nts							27,517.81
Bill	10/08/2025	33051	Duval Landscape Maintenance	Reference: Irrigation Repairs.	1202000 ⋅ Accounts Payable	1,800.00		29,317.81
Bill	10/20/2025	33084	Duval Landscape Maintenance	Reference: New Sod at Gate.	1202000 · Accounts Payable	4,540.00		33,857.81
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Home Depot	1202000 · Accounts Payable	39.70		33,897.51
Total 1520030 · Landscape Improve	ments					6,379.70	0.00	33,897.51
1520040 · Mulch								50,000.00
Bill	10/29/2025	4041	First Coast Mulch	Mulch Installation	1202000 · Accounts Payable	2,650.00		52,650.00
Total 1520040 · Mulch						2,650.00	0.00	52,650.00
1520050 · Lake Maintenance								25,469.28
Bill	10/31/2025	92197	Future Horizons, Inc.	Reference: Aquatic Weed Control Oct 25.	1202000 · Accounts Payable	2,122.44		27,591.72
Total 1520050 · Lake Maintenance						2,122.44	0.00	27,591.72
1520060 · Fountain Maintenance								880.00
Bill	10/28/2025	2025630	Burchfield Electric, Inc.	Reference: Electrical Work on Fountain & Pond Pumps.	1202000 · Accounts Payable	5,842.00		6,722.00
Bill	10/31/2025	92258	Future Horizons, Inc.	Reference: Fountain Repair.	1202000 · Accounts Payable	1,531.26		8,253.26
Total 1520060 · Fountain Maintenand	ce					7,373.26	0.00	8,253.26
1520070 · Irrigation Repairs & Mai	intenanc							40,259.06
Bill	10/01/2025	Sales Receipt #10871	St. Augustine Electric Motor Works, Inc.	Reference: Service Call.	1202000 · Accounts Payable	286.49		40,545.55
Bill	10/16/2025	33062	Duval Landscape Maintenance	Reference: Mainline Repair.	1202000 · Accounts Payable	475.00		41,020.55
Bill	10/22/2025	33093	Duval Landscape Maintenance	Reference: Irrigation Repairs.	1202000 · Accounts Payable	475.00		41,495.55
Total 1520070 · Irrigation Repairs &	Maintenanc					1,236.49	0.00	41,495.55
1520080 · Storm Clean-up								0.00
Total 1520080 · Storm Clean-up								0.00
1520090 · Field Repairs & Mainter	nance							33,129.64
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Sunbelt Rentals	1202000 · Accounts Payable	1,407.60		34,537.24
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Home Depot	1202000 · Accounts Payable	145.76		34,683.00
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	297.92		34,980.92
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Home Depot	1202000 · Accounts Payable	500.00		35,480.92
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Sunbelt Rentals	1202000 · Accounts Payable		210.51	35,270.41
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Home Depot	1202000 · Accounts Payable		87.15	35,183.26
Total 1520090 · Field Repairs & Main	ntenance					2,351.28	297.66	35,183.26
1520100 · Tree Removals								6,650.00
Bill	10/01/2025	20471	Taylor Tree Services Inc.	Reference: Dead Tree Removal.	1202000 · Accounts Payable	1,250.00		7,900.00
Total 1520100 · Tree Removals						1,250.00	0.00	7,900.00
1520110 · Tree Replacements								1,820.00
Total 1520110 · Tree Replacements								1,820.00
1520120 · Tree Pruning								5,480.00
Bill	10/18/2025	20753	Taylor Tree Services Inc.	Palm Pruning	1202000 · Accounts Payable	10,145.00		15,625.00
Total 1520120 · Tree Pruning						10,145.00	0.00	15,625.00
1520130 · Streetlight Repairs								0.00

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Total 1520130 · Streetlight Repairs								0.00
1520140 · Signage Repairs								0.00
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	3.99		3.99
Total 1520140 · Signage Repairs			·,		·	3.99	0.00	3.99
1520150 · Holiday Decorations						5.55	0.00	0.00
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	22.98		22.98
Total 1520150 · Holiday Decorations	10/31/2023	100120 00	valley bank oreun dard	Allazon	1202000 Accounts I ayable	22.98	0.00	22.98
1520160 · Miscellaneous Field Sup	nlies					22.90	0.00	2,040.68
Rill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	29.99		2,040.68
Total 1520160 · Miscellaneous Field		100120 00	validy bank droak data	FILINGOTT	1202000 710000111011 0/0000	29.99	0.00	2,070.67
1520170 · Playground - R & M	Supplies					29.99	0.00	0.00
Total 1520170 · Playground - R & M								0.00
1120000 · Operations & Maintenan	ce - Other							0.00
Total 1120000 · Operations & Mainte								0.00
Total 1120000 · Operations & Maintenanc						76,776.80	6,543.66	639,574.92
1130000 · Amenities - Administrative	~					10,110.00	0,040.00	72,110.47
1530000 · Property & Casuality Ins	urance							40,216.00
Bill	10/01/2025	30061	Egis Insurance Advisors, LLC	FY Insurance Policy #100125522 10/1/25 - 10/1/26	1202000 · Accounts Payable	41,617.00		81,833.00
General Journal	10/01/2025	28	Egio modiano Advisoro, EEO	R/C Egis Insurance WC 10/1/25-10/1/26	-SPLIT-	41,017.00	850.00	80,983.00
Bill	10/13/2025	30563	Egis Insurance Advisors, LLC	WC Insurance Policy #100125522 10/1/25 - 10/1/26	1202000 · Accounts Payable	850.00		81,833.00
Total 1530000 · Property & Casuality			, ,		,	42,467.00	850.00	81,833.00
1530005 · Automobile Insurance	modranoo					42,407.00	000.00	0.00
Bill	10/01/2025	30061	Egis Insurance Advisors, LLC	FY Insurance Policy #100125522 10/1/25 - 10/1/26	1202000 · Accounts Payable	1 424 00		1.424.00
Total 1530005 · Automobile Insuranc	9		-5 ···,	· · · · · · · · · · · · · · · · · · ·	·	1,424.00	0.00	1,424.00
1530010 · Facility Management	-					.,		0.00
Total 1530010 · Facility Management								0.00
1530020 · Performance Incentive								8,491.52
Bill	10/14/2025	429072	Vesta Property Services	Reference: Bonuses.	1202000 · Accounts Payable	10,000.00		18,491.52
Total 1530020 · Performance Incentiv			. ,		,	10,000.00	0.00	18,491.52
1530030 · Information Technology	-					,		795.00
Total 1530030 · Information Technology	av							795.00
1530040 · Licenses & Permits								350.35
Total 1530040 · Licenses & Permits								350.35
1530050 · Subscriptions & Membe	rships							2,074.99
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Safesave	1202000 · Accounts Payable	8.63		2,083.62
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Safesave	1202000 · Accounts Payable	22.56		2,106.18
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Court Reserve	1202000 · Accounts Payable	125.00		2,231.18
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Swish	1202000 · Accounts Payable	85.00		2,316.18
Total 1530050 · Subscriptions & Men	berships					241.19	0.00	2,316.18
1530060 · Training								706.04
Total 1530060 · Training								706.04
1530065 · Travel & Per Diem								219.29
Total 1530065 · Travel & Per Diem								219.29
1530070 · Office Supplies								2,578.51
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	75.99		2,654.50
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	108.31		2,762.81
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	11.99		2,774.80
Total 1530070 · Office Supplies						196.29	0.00	2,774.80
1530080 · Office Equipment								4,341.12
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	54.99		4,396.11
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	27.63		4,423.74
Total 1530080 · Office Equipment						82.62	0.00	4,423.74
1530090 · Telephone, Internet & TV	1							9,636.97
Bill	10/11/2025	1274272 10.25	Comcast	1865 N. Loop Parkway Oct 15, 2025 - Nov 14, 2025	1202000 · Accounts Payable	756.64		10,393.61
Total 1530090 · Telephone, Internet 8	k TV					756.64	0.00	10,393.61
1530100 · Guard House- Internet &	Phone							2,700.68
Bill	10/01/2025	335341682 101/25	AT&T	Guardhouse Telephone Oct 02 - Nov 01	1202000 · Accounts Payable	149.80		2,850.48
Total 1530100 · Guard House- Intern	et & Phone					149.80	0.00	2,850.48
1130000 · Amenities - Administrati	ve - Other							0.00
Total 1130000 · Amenities - Administ	rative - Other							0.00
Total 1130000 · Amenities - Administrative	•					55,317.54	850.00	126,578.01

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1130001 · Amenities - Field								766,143.86
1530110 · Field Management								93,520.46
General Journal	10/31/2025	35		Vesta Property Services - October Fees	-SPLIT-	5,502.31		99,022.77
Total 1530110 · Field Management						5,502.31	0.00	99,022.77
1530115 · Facility Management								287,451.81
General Journal	10/31/2025	35		Vesta Property Services - October Fees	1530110 · Field Management	25,170.63		312,622.44
Total 1530115 · Facility Management						25,170.63	0.00	312,622.44
1530120 · Facility Maint - Cost Sha	re							0.00
Total 1530120 · Facility Maint - Cost S	Share							0.00
1530125 · Maint & Repair - Field								2,306.92
Total 1530125 · Maint & Repair - Field	I							2,306.92
1530130 · General Utilities								76,192.98
Bill	10/07/2025	64589 10/25	TECO	1865 N LOOP PKWY Sep 03, 2025 - Oct 06, 2025	1202000 · Accounts Payable	76.14		76,269.12
Bill	10/07/2025	47441 10.25	FPL	1865 N Loop Pkwy Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	3,386.85		79,655.97
Bill	10/07/2025	88413 10.25	FPL	491 Ensenada Dr #Park Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	35.99		79,691.96
Bill	10/07/2025	73535 10.25	FPL	1187 Las Calinas Blvd #LITE Sep 5, 2025 to Oct 7, 2025	1202000 · Accounts Payable	189.87		79,881.83
Bill	10/16/2025	110427 10.25	Florida Natural Gas	1865 NORTH LOOP PARKWAY 9/2/25 - 10/6/25	1202000 · Accounts Payable	17.26		79,899.09
Bill	10/19/2025	131201 10.25	St. Johns County Utility Department	1187 LAS CALINAS BLVD GUARDHOUSE 9/18/25 - 10/16/25	1202000 · Accounts Payable	34.02		79,933.11
Bill	10/19/2025	125768 10.25	St. Johns County Utility Department	491 ENSENADA DR 9/18/25 - 10/16/25	1202000 · Accounts Payable	15.65		79,948.76
Bill	10/19/2025	127508 10.25	St. Johns County Utility Department	1865 N LOOP PKWY 9/18/25 - 10/16/25	1202000 · Accounts Payable	1,259.03		81,207.79
Total 1530130 · General Utilities						5,014.81	0.00	81,207.79
1530140 · Refuse Removal								10,582.99
Bill	10/16/2025	3618397 10.25	Republic Services #687	1865 N Loop Pkwy 11/1/25 - 11/30/25	1202000 · Accounts Payable	930.48		11,513.47
Total 1530140 · Refuse Removal						930.48	0.00	11,513.47
1530150 · Security								41,350.15
Bill	10/01/2025	760586	Envera	Reference: Security 11/1/25 - 11/30/25.	1202000 · Accounts Payable	3,428.05		44,778.20
General Journal	10/01/2025	27		Envera Security Service Invoice #760586	-SPLIT-	3,428.05		48,206.25
General Journal	10/01/2025	27		Envera Security Service Invoice #760586	1530150 · Security		3,428.05	44,778.20
Total 1530150 · Security						6,856.10	3,428.05	44,778.20
1530160 · Janitorial Services								42,031.63
General Journal	10/31/2025	35		Vesta Property Services - October Fees	1530110 · Field Management	4,034.88		46,066.51
Total 1530160 · Janitorial Services						4,034.88	0.00	46,066.51
1530170 · Operating Supplies- Spa	& Paper							3,538.23
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	169.90		3,708.13
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	16.98		3,725.11
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	140.54		3,865.65
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	59.98		3,925.63
Total 1530170 · Operating Supplies-	Sna & Paner		,		•	387.40	0.00	3 925 63
1530180 · Operating Supplies - Uni								579.00
Total 1530180 · Operating Supplies -								579.00
1530190 · Cleaning Supplies								9,553.46
Total 1530190 · Cleaning Supplies								9,553.46
1530200 · Landscape- Maint & Impl	ov							46,081.96
Bill	10/03/2025	32906	Duval Landscape Maintenance	Reference: Landscape Maintenance Oct 25.	1202000 · Accounts Payable	2,022.00		48,103.96
Bill	10/16/2025	33061	Duval Landscape Maintenance	Reference: Fall Flower Change out.	1202000 · Accounts Payable	4,600.00		52,703.96
Total 1530200 · Landscape- Maint & I					··-·	6,622.00	0.00	52,703.96
1530210 · Gate - R & M	IIIpiov					0,022.00	0.00	868.00
Total 1530210 · Gate - R & M								868.00
1530220 · Dog Park - R & M								1,595.65
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	149.99		1,745.64
Total 1530220 · Dog Park - R & M	10/31/2023	103123 00	valley bank credit cald	Allazon	1202000 Accounts I ayable	149.99	0.00	1,745.64
						149.99	0.00	
1530230 · Park Mulch Total 1530230 · Park Mulch								5,810.00 5.810.00
1530240 · Misc Field Supplies								1,782.40
1530240 · MISC FIEID Supplies Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Circle K	1202000 · Accounts Payable	50.00		1,782.40
Bill		103125 CC 103125 CC		Circle K		50.00		1,832.40
	10/31/2025		Valley Bank Credit Card		1202000 · Accounts Payable	4.19	0.04	
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Circle K	1202000 · Accounts Payable		0.04	1,836.55
Siii	10/31/2025	103125 CC	Valley Bank Credit Card	Circle K	1202000 · Accounts Payable		0.50	1,836.05
Total 1530240 · Misc Field Supplies						54.19	0.54	1,836.05
1530250 · Building - R & M	40/4	10700			400000-			53,134.20
Bill	10/16/2025	10786	Goode Brothers Roofs and Gutters, Inc.	Gutter Installation	1202000 · Accounts Payable	7,576.25	7 570 05	60,710.45
General Journal	10/16/2025	26		R/C Gutter Replacement - Invoice #10786	2530010 · Capital Outlay - CRF		7,576.25	53,134.20

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Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Home Depot	1202000 ⋅ Accounts Payable	34.94		53,169.14
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	29.99		53,199.13
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	24.90		53,224.03
Total 1530250 · Building - R & M						7,666.08	7,576.25	53,224.03
1530260 · Pest Control								1,396.24
Bill	10/06/2025	621252646	Turner Pest Control	Reference: Pest Control.	1202000 · Accounts Payable	83.63		1,479.87
Total 1530260 · Pest Control						83.63	0.00	1,479.87
1530270 · Pool Maintenance - Cor	ntract							16,995.37
Total 1530270 · Pool Maintenance -	Contract							16,995.37
1530280 · Pool - R & M								10,011.92
Total 1530280 · Pool - R & M								10,011.92
1530290 · Pool Chemicals								27,699.41
Bill	10/01/2025	131295632084	Poolsure	Reference: Water Management Oct 25.	1202000 · Accounts Payable	2,157.54		29,856.95
Total 1530290 · Pool Chemicals						2,157.54	0.00	29,856.95
1530300 · Signage & Amenity Rep	pairs							1,578.73
Total 1530300 · Signage & Amenity	Repairs							1,578.73
1530305 · Holiday Decor - Field								4,151.26
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	31.38		4,182.64
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Home Depot	1202000 · Accounts Payable	159.96		4,342.60
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	229.99		4,572.59
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Home Depot	1202000 · Accounts Payable	198.00		4,770.59
Total 1530305 · Holiday Decor - Fiel			,	•	,	619.33	0.00	4,770.59
1530310 · Special Events								2,754,10
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 ⋅ Accounts Payable	148.93		2,903.03
Total 1530310 · Special Events			,		··-·	148.93	0.00	2,903.03
1530320 · Park - R & M						140.55	0.00	8,585.00
Total 1530320 · Park - R & M								8,585.00
1530330 · Pickleball - R & M								9.437.58
Total 1530330 · Pickleball - R & M								9,437.58
1530340 · Guardhouse Maintenan								15.29
Total 1530340 · Guardhouse Mainte								15.29
1530350 · Playground - R & M	Halice							7,139.12
Total 1530350 · Playground - R & M								7,139.12
1130001 · Amenities - Field - Othe								0.00
Total 1130001 · Amenities - Field - Citie								0.00
	20161					CF 200 20	44.004.04	
Total 1130001 · Amenities - Field 1130002 · Fitness						65,398.30	11,004.84	820,537.32 108.362.26
								,
1530360 · Outside Fitness								42,615.00 42,685.00
Bill	10/09/2025	100525	Angella Bascom	2 Classes @ \$35.00	1202000 · Accounts Payable	70.00		,
Bill	10/09/2025	100525	Miranda Bulger	6 Classes @ \$35.00, 2 classes .50 longer	1202000 · Accounts Payable	245.00		42,930.00
Bill	10/09/2025	100525	Josie Carleton	2 Classes @ \$35.00	1202000 · Accounts Payable	70.00		43,000.00
Bill	10/09/2025	100525	Ronald C. Cullum	4 Classes @ \$35.00	1202000 · Accounts Payable	140.00		43,140.00
Bill	10/09/2025	100525	Tiffany Cunningham	3 Classes @ \$35.00	1202000 · Accounts Payable	105.00		43,245.00
Bill	10/09/2025	100525	Erin Heaton	2 Classes @ \$35.00	1202000 · Accounts Payable	70.00		43,315.00
Bill	10/09/2025	100525	Katherine Roy	2 Classes @ \$35.00	1202000 · Accounts Payable	70.00		43,385.00
Bill	10/09/2025	100525	Madeline Rivera	3 Classes @ \$35.00	1202000 · Accounts Payable	105.00		43,490.00
Bill	10/09/2025	100525	Patricia Scott	7 Classes @ \$35.00	1202000 · Accounts Payable	245.00		43,735.00
Bill	10/09/2025	100525	Diane Stoever	8 Classes @ \$40.00	1202000 · Accounts Payable	720.00		44,455.00
Bill	10/20/2025	102025	Angella Bascom	2 Classes @ \$35.00	1202000 · Accounts Payable	70.00		44,525.00
Bill	10/20/2025	102025	Miranda Bulger	6 Classes @ \$35.00 & 2 Classes 1/2 hr longer	1202000 · Accounts Payable	245.00		44,770.00
Bill	10/20/2025	102025	Ronald C. Cullum	4 Classes @ \$35.00	1202000 · Accounts Payable	140.00		44,910.00
Bill	10/20/2025	102025	Tiffany Cunningham	2 Classes @ \$35.00	1202000 · Accounts Payable	70.00		44,980.00
Bill	10/20/2025	102025	Erin Heaton	2 Classes @ \$35.00	1202000 · Accounts Payable	70.00		45,050.00
Bill	10/20/2025	102025 (2)	Lina Hermez	1 Class @ \$25.00 & 5 Classes @ \$40.00	1202000 · Accounts Payable	225.00		45,275.00
Bill	10/20/2025	102025	Katherine Roy	1 Class @ \$35.00	1202000 · Accounts Payable	35.00		45,310.00
Bill	10/20/2025	102025	Madeline Rivera	1 Class @ \$35.00	1202000 · Accounts Payable	35.00		45,345.00
Bill	10/20/2025	102025	Eliana Roque	8 Classes @ \$40.00	1202000 · Accounts Payable	320.00		45,665.00
Bill	10/20/2025	102025	Patricia Scott	6 Classes @ \$35.00	1202000 · Accounts Payable	210.00		45,875.00
Bill	10/20/2025	102025	Diane Stoever	6 Classes @ \$40.00	1202000 · Accounts Payable	240.00		46,115.00
Bill	10/22/2025	102025	Lina Hermez	1 Class @ \$40.00	1202000 · Accounts Payable	40.00		46,155.00
Total 1530360 · Outside Fitness						3,540.00	0.00	46,155.00
1530370 · Fitness Equipment - R	8. M							2,925.16

Sweetwater CDD
General Ledger Detail
October 2025

				General Ledger Detail				
				October 2025				
Total 1530370 · Fitness Equipment								2,925.16
1530380 · Fitness Equipment Rer								33,761.16
Bill	10/01/2025	86541 10.25	Geneva Capital LLC	Fitness Equipment 10/25	1202000 · Accounts Payable	2,539.71		36,300.87
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Debows	1202000 · Accounts Payable	245.00		36,545.87
Total 1530380 · Fitness Equipment						2,784.71	0.00	36,545.87
1530390 · Miniature Golf Course								355.00
Total 1530390 · Miniature Golf Cour								355.00
1530400 · Miscellaneous Fitness					400000 4 4 5 1	89 99		701.97 791.96
Bill	10/31/2025 10/31/2025	103125 CC 103125 CC	Valley Bank Credit Card Valley Bank Credit Card	Amazon Amazon	1202000 · Accounts Payable 1202000 · Accounts Payable	89.99 112.49		791.96 904.45
Bill			,	·	•			
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Sportsmith	1202000 · Accounts Payable	360.99		1,265.44
	10/31/2025	103125 CC	Valley Bank Credit Card	Sportsmith	1202000 · Accounts Payable	68.69 632.16	0.00	1,334.13
Total 1530400 · Miscellaneous Fitne						632.16	0.00	1,334.13 4,301.70
1530410 · Cap Outlay - Machinery Total 1530410 · Cap Outlay - Machi								4,301.70
1530420 · Capital Outlay	inery & Equip							23,702.27
Total 1530420 · Capital Outlay								23,702.27
1130002 · Fitness - Other								0.00
Total 1130002 · Fitness - Other								0.00
Total 1130002 · Fitness						6.956.87	0.00	115,319.13
1140000 · Reserves						0,930.07	0.00	0.00
1540000 · Capital Reserve Transf	for							0.00
Total 1540000 · Capital Reserve Tra								0.00
1140000 · Reserves - Other								0.00
Total 1140000 · Reserves - Other								0.00
Total 1140000 · Reserves								0.00
2530010 · Capital Outlay - CRF								64,931.00
General Journal	10/16/2025	26		R/C Gutter Replacement - Invoice #10786	-SPLIT-	7,576.25		72,507.25
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	2,337.02		74,844.27
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	Amazon	1202000 · Accounts Payable	15.73		74,860.00
Bill	10/31/2025	103125 CC	Valley Bank Credit Card	B & B Trailers	1202000 · Accounts Payable	1,710.99		76,570.99
Total 2530010 · Capital Outlay - CRF						11,639.99	0.00	76,570.99
2530020 · Repair & Maintenance								0.00
Total 2530020 · Repair & Maintenance								0.00
2530030 · Other Current Charges								461.24
Total 2530030 · Other Current Charges								461.24
3517710 · Principal Expense DS2019-	A1							360,000.00
Total 3517710 · Principal Expense DS20	019-A1							360,000.00
3517715 · Principal Expense DS2019-	A2							125,000.00
Total 3517715 · Principal Expense DS20	019-A2							125,000.00
3517720 · Interest Expense DS2019-A	.1							163,153.15
Total 3517720 · Interest Expense DS201	19-A1							163,153.15
3517725 · Interest Expense DS2019-A	.2							88,312.50
Total 3517725 · Interest Expense DS201	19-A2							88,312.50
3517740 · Special Call DS2019-A1								20,000.00
Total 3517740 · Special Call DS2019-A1	1							20,000.00
3517745 · Special Call DS2019-A2								10,000.00
Total 3517745 · Special Call DS2019-A2	2							10,000.00
4510010 · Capital Outlay								256,647.89
Total 4510010 · Capital Outlay								256,647.89
66000 · Payroll Expenses								0.00
Total 66000 · Payroll Expenses								0.00
3810000 · Transfer In	10101105			0.1.1.10057(100 000	-955,000.00
General Journal	10/01/2025	34		Budgeted CRF Transfer			100,000.00	-1,055,000.00
Total 3810000 · Transfer In						0.00	100,000.00	-1,055,000.00
5810000 · Transfers Out								955,000.00
General Journal	10/01/2025	34		Budgeted CRF Transfer		100,000.00		1,055,000.00
Total 5810000 · Transfers Out						100,000.00	0.00	1,055,000.00
No accnt								0.00
Total no accnt								0.00
TOTAL						1,518,245.36	1,518,245.36	0.00

EXHIBIT 5



With

Sweetwater Creek Community Development District

Monthly Reporting November 2025



Monthly Reporting November 2025

In Progress:

- 1. Sod replacement on Ensenada and Las Calinas.
- 2. Continue woodline push back throughout the District.
- 3. Continue sidewalk ornamental grass cut backs.
- 4. Cleaning dirt from select curblines.
- 5. Bi-weekly mowing started 01 November.

Completed:

- 1. Select sidewalk cut backs and clean ups.
- 2. Pinestraw bare spots at round a bout on Rio Del Norte
- 3. Pinestraw in newly created beds on Pantano Vista
- 4. Winter flower change out

Discussion:

1.

Attachments:

1. Irrigation Wet Check Reports are attached.

Thank you,

YOUR DUVAL TEAM

Michael Wooldridge Jo Branch Manager In

Josh Boucher

Torre Dunham

nager Irrigation Manager

Fertilization Manager



	Irrig	atio	n Co	ntro	iler	evezi.	87		Po	oint (of Co	nne	ctior)		Site	Nan	ne		SweetWater Brasilia + Glorieta Drive						
Loc	ation	1		ake	bank	(Loca	ation				100		0.0		Loca	ation)			Bras	silia	+ Glo	rieta	Drive	:
Тур	е			R	В		Size	!								Tec	hnici	an					prest	on		
Rair	า Gua	age	,	Ý	ı	V	Sou	rce			Met	er		We	ell	Dat	е					1	1/6/2	2025		
Pow	ver o	n	'	Y		V										Pro	gram				A		В		С	
	Gen	eral	Info	rmat	tion		Bac	kflow	,							Star	t Tin	nes		10:	00 PI					
Valv	e Ty	pe					PRV	'			Y			N		Run	tim	es		2H4	10M					
Cov	erag	e		Go	od		M۷				Υ			N		Day	s of '	Wee	k	S	М	Т	W	Th	F	Ş
Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered		Locations of Zones						
1	s	x	x							1				2	х				Lef	t cor	ner (of br	asilia			
	s	x	x	х											x										orasil	ia
3	-	x	х												x				_	w curb and sidewalk Ift brasilia						
4	s	х	х												х				Rig	tht corner of brasilia						
5	r	х	x												Х				Bac	nck of sidewalk right side						
6	s	х	х											1	х				Btv	w curb and sidewalk Right						
7	г	х	х												х				Bac	ack of sidewalk right side						

Comment:	basic maintance	
		Duval Landscape
		MAINTENANCE
		 MAINIENANCE



	Irrig	gatio	n Co	ntro	ller				Po	oint (of Co	nne	ctior			Site	Nan	ne				Sv	veet	Wa	ater		
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Pow	/er o	n		Y	ſ	V										Pro	gram	1			Α		В	L	(
	Gen	neral	Info	rmat	tion		Back	kflow	′							Start Times 10:00 PI											
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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							
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5	S	×	x												х					tw curb and sidewalk Left							
6	S	х	х												х				Left of the roundabout								
															453454												

Comments:	basic maintance	
		Duval Landscape
		MAINTENANCE



_	<u> </u>	_	_	_			Point of Connection							Site Name SweetWater														
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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								
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19		×	×												x Right of medio on corner													
20	_	×	х												x Left of park entry													
21	_	x	х												x Left side along Endenada													
22		x	x												x Back sidewalk on Ensdenada													
23	S	х	х												x Left side along Endenada													

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

Comments:	zone 10 not shutting completely off	Duval Landscape
		MAINTENANCE



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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	Adjus	Straightened	Capped	Raised/Lowered			Loca	itio	ns of	Zone	s	
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Comments:	Basic maintenance		Duval Landscape
			MAINTENANCE
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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			Loca	ations o	f Zo	nes		
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24	r	х	х						x		Around lake
25	r	х	х						×		Around lake
26	r	х	х						x		around lake
27	r	Х	Х						x		Berm Left Glorieta
28	r	x	х						x		Berm right of Glorieta
29	r	х	х						x		pond on oleta way.
30	s										Las Celinas/ovalo

Comments: Gineral Mointenaire	Duval Landscape MAINTENANCE
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	Irrig	atio	n Co						-	oint (120,000,000	AND MAKE THE	ction			Site	Nan	ne		SweetV		
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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	Locat	tions of i	Zones	
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2	s	x	х												х				Behind Amen	ity cente	er	
3																			no wire			
4	r	х	×												x				Next to pickle			
5	r	х	х												х				Woodline bac	ck of clul	ohouse	
6	r	х	х												X				entry			
7	s	x	х												X				Front of ami	nity cer	nter left s	ide
8	r	x	х												x				Back Parking I	Lot		
9	S	х	х												х				At pool pump)		
10	S	х	х									-			х				At pool pump)		
11	s	х	х												х				Back fence be	ehind po	ol	
12																			No wire	•		
13																			no wire			
14	s	х	х							1				1	x				Ensanada Flov	wers		
15	s	х	х								-				x				Ensanada Cur	rb		
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Comments: General Maintenance



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Comments:	multible zones not responding	Duvoliondocono
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Comments:	zone 20 not responding wire locate needed	
		Duval Landscape



Irrigation Controller					Point of Connection							Site Name				Del norte								
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Туре			Hunter			Size			5hp				Technician			preston								
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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	l	Loca	ations of a	Zone	s	
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Comments:	Regular maintenance-	Duval Landscape
		MAINTENANCE
		mark remarked

EXHIBIT 6

Engineering - Landscape Architecture - Surveying

November 20, 2025

Howard McGaffnev 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.: 23273.04

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 ecosensitive 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 Pond Inspection 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 \$7,500, 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

Branden Marcinell. El Closeout and QC Manager

EXHIBIT A SCOPE OF WORK

I - Engineer's Report and WMD Inspection Paperwork

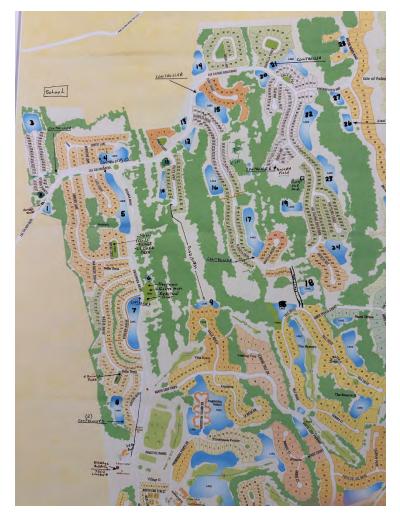
Matthews | DCCM will provide an Engineers Observation Report for the Amenity Center and surrounding Common Areas including parking lots, parks, Stormwater Management Facilities identified on the attached Pond Numbering Exhibit (provided by the Sweetwater CDD) to document current conditions and visible deficiencies. Matthews will provide (3) days of inspection. Visits will be coordinated in advance with CDD so that any notice may be posted to residents in advance as needed. An Engineer's Report will be provided that identifies areas in good working order and those requiring maintenance. Any areas requiring repair will be identified and provided with a proposed solution.

The location limits for the engineer's report will include:

- 1. Storm Water Management Facilities, see attached Pond Numbering Exhibit C (28 ponds total)
- 2. Amenity Center and surrounding Common Areas including parking lots and parks.

Matthews | DCCM will inspect all 28 stormwater management facilities (ponds) covered under the St. Johns River Water Management District (SJRWMD) Permit 71374-61 and as shown in the map provided by the Sweetwater Creek CDD below. Services provided for completion of this task are listed below:

- Historical design plan documents will be reviewed to verify design compliance with current conditions of the system.
- A Qualified Inspector will conduct a site visit to inspect the pond perimeter, and all directly connected storm structures. This will include the structures connected to the pond such as MES and control structures for condition and performance.
- WMD Form 62-330.311(3) Inspection Checklist, will be used to document required checks for the system and any deficiencies will be communicated back to the property owner for required repairs.
- WMD Form 62-330.311(1) Operation and Maintenance Inspection Certification will be uploaded as proof of completion of inspection and signed off by a Qualified Inspector or Florida licensed Engineer.
- A summary report and all documents listed above will be provided to the property owner for their records.



Fees for Engineer's report and WMD Inspection Paperwork will be billed on a time and materials (T&M) basis, with an initial estimated fee of \$7,500, and in accordance with Exhibit B, General Terms & Conditions, plus direct reimbursable expenses.

Assumptions and Exclusions:

1. Environmental services and related permitting are not included.

FEE SUMMARY

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

I – Engineer's Report and WMD Inspection Paperwork \$7,500 (T&M)

Total Estimated Cost:

\$7,500, 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.

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.

- 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 quarantee 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

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:
 - Paper copies:
 - 81/2"x11" B&W \$0.27 each
 - 81/2"x11" Color \$0.50 each
 - 11"x17" B&W \$0.55 each
 - 11"x17" Color \$0.88 each
 - Plots 24" x 36":
 - Black line plots \$2.20 each
 - Color plots \$55.00 each
 - Mylar \$44.00 each
 - Binding: \$5.50 per book
 - Foam Board Mounted Color Plots: \$71.50 each
 - CD containing project data (i.e., CAD files, photographs, documents, etc.): \$13.20/each

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.

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.

Proposal – 23273.04 November 20, 2025 Page 10

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 Branden Marcinell, EI, Closeout and QC Manager	Date
7 Waldo Street St. Augustine, FL 32084 904.593.8659	
bmarcinell@dccm.com	
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	
Address	
City, State, Zip Code	
Billing Phone No.	
BM/jq 23273.04p1	



Certificate Of Completion

Envelope Id: 71735CC8-60E3-4C92-9BBF-3FE9C9CE403F

Subject: Proposal from Matthews | DCCM: 23273.04- Sweetwater Creek CDD

Source Envelope:

Document Pages: 10 Signatures: 0
Certificate Pages: 5 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator: Matthews | DCCM PO Box 3126

PO Box 3126

St. Augustine, FL 32085 MDG.accounting@dccm.com IP Address: 50.204.239.74

Sent: 11/21/2025 10:01:39 AM

Viewed: 11/21/2025 10:30:07 AM

Record Tracking

Status: Original Holder: Matthews | DCCM

11/21/2025 9:57:36 AM MDG.accounting@dccm.com

Signature

Location: DocuSign

Timestamp

Signer Events

Howard McGaffney

howard@fcsmanagementgroup.com

President

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 11/21/2025 10:30:07 AM ID: 8ada4e15-abf0-4d5c-bbe4-b7ab26f90ffc

Branden Marcinell

mdg.accounting@dccm.com

Security Level: Email, Account Authentication

(None)

(None)

Electronic Record and Signature Disclosure:

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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
Carls are Carry Francis		
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	Timestamp Sent: 11/21/2025 10:01:38 AM

Carbon Copy Events Status **Timestamp**

Jackie Leger

jleger@vestapropertyservices.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:Not Offered via Docusign

Electronic Record and Signature Disclosure

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/21/2025 10:01:38 AM
Envelope Updated	Security Checked	11/21/2025 10:18:53 AM
Envelope Updated	Security Checked	11/21/2025 10:18:53 AM
Payment Events	Status	Timestamps

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 7

November Operations Report

Maintenance:

We began pressure washing. Jamie has covered thousands of feet along Ensenada. The plan is to et all of the sidewalks along Ensenada and Las Calinas before the December holidays. We are also locating areas of concern as far as safety concerns. Next we will get the curbs. Jamie also pressure washed the Fitness Center windows. He will get the entryway when we have the lift on Monday to mount the wreath.

Holiday decorations have been placed at the Gate, Round a bout, Ensenada Park, La Palma Park and the Fitness Center. There are a few more lights and bows that will be added to each location, The lights will be ready before Thanksgiving.

Comcast came by request because our wifi was inconsistent. The issue was on their in. We replaced the original power boxes in the wifi.

Privado Park received new plants in the Planters.

Bocce Ball:

They are complete! They will be available for resident use through our Court Reserve reservations in December. There is a rendering and estimates attached for furniture and flowers for Bocce Ball. This area will be enjoyed by all ages. Users will need to bring their own balls

Furniture Cost: Rendering attached

The request is for \$4,500 to cover two rectangular tables with umbrellas, twelve chairs, two benches and two large ceramic pots with plants.

Pickleball:

We have approximately 813 Court Reserve accounts.

The Advanced and Intermediate League is going strong. They are concluding their season on December 10th with a Tournament and Social.

Pool:

The tarps will remain off until the air temperature drops and sustains the lows in the 50's and lower. Jamie will remove the tarps in the morning by 7:00 am and the swim team will place them on at night by 6:30 pm.

In the off season we will be doing some deck work to fortify the diving blocks. We will also be looking into alternative locations for depth markers

Building:

The women's locker room faucets were replaced, Snyder plumbing was called out to investigate a continuous negative smell that has recurred in those locker rooms. There wasn't a conclusion and they are returning with more equipment to identify the source of the offensive odor.

Mirrors were added to Zen Room.

Equipment:

Pads and covers were replaced. We had repairs to the stair climber and treadmills. These repairs are under warranty.

Planksgiving: We have had great participation with this challenge. The residents are enjoying finding their plank photo shopped into random geographical locations.

The Fitness Center was open from 5:00 am to 12:00 pm on Thanksgiving Day.

Landscaping:

Duval removed a section of grass on Pantana Vista Way and replaced it with pinestraw. This was to make both sides of the street symmetrical. They also added pine straw on the south island of Rio del Norte.

Taylor Tree came out to clean up the front of the Fitness Center. The goal was to get rid of some scrub to be able to define the existing shrubs. This cleared the front to allow us the whole picture of what we need to plan for regarding the updated Landscaping

The dead tree on Ensenada and North Loop Pkwy is scheduled to be removed this week.

Jamie removed the dead trees on the round about.

Estimates for Golf Cart Parking: They including the product, the preparing of the ground and the spreading and rolling of the material.

P&Js Asphalt: \$9,800

Oceanview: \$5,065

AL Dirtworks: \$8,500

EXHIBIT 8

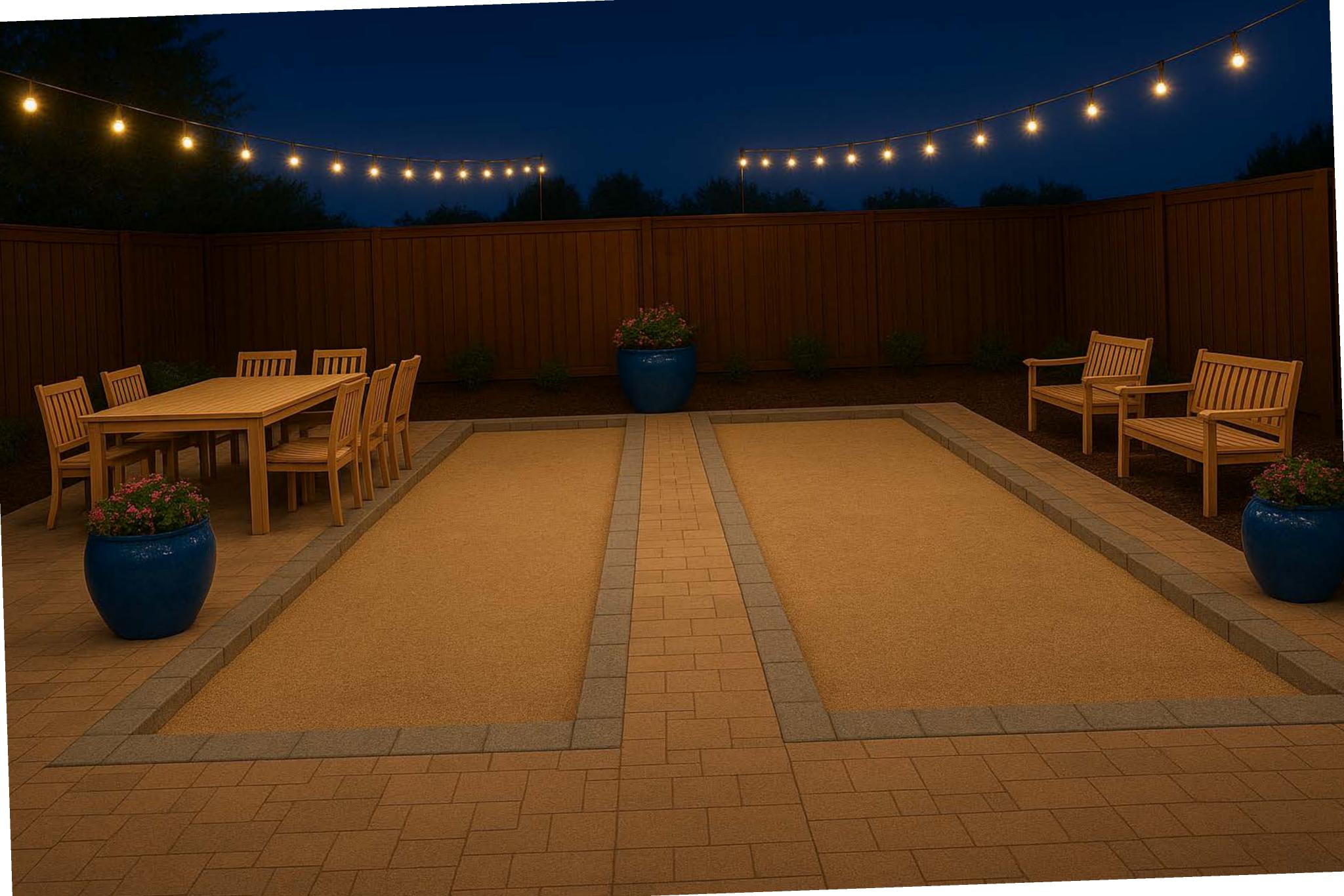


EXHIBIT 9

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)2.C., FLORIDA STATUTES AND INSTRUCTING THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT'S GENERAL ELECTION; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the "**Board**") seeks to implement Section 190.006(3)(a)2.c., *Florida Statutes*, and to instruct the Supervisor of Elections for St. Johns County, Florida ("**Supervisor of Elections**"), to conduct the District's elections by the qualified electors of the District at the 2026 general election ("**General Election**").

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

1. CURRENT BOARD MEMBERS. The Board is currently made up of the following individuals, seats and terms:

Seat Number	<u>Supervisor</u>	Term Expiration Date
1	Kristen Cohen	November 2026
2	John Smith	November 2026
3	Daniel Colin	November 2028
4	Ron Cervelli	November 2028
5	Stephen Handler	November 2028

- **2. GENERAL ELECTION SEATS.** Seat 1 and Seat 2, with terms expiring in November 2026, are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections of the seats subject to General Election for the current election year, and for each subsequent election year.
- **3. QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.
 - 4. **COMPENSATION.** Each member of the Board is entitled to receive \$200 per

meeting for their attendance; up to a maximum of \$4,800 per year.

- 5. TERM OF OFFICE. The term of office for the individuals to be elected to the Board in the General Election is four (4) years. The newly elected Board members shall assume office on the second Tuesday following the election.
- 6. REQUEST TO SUPERVISOR OF ELECTIONS. The District hereby requests that the Supervisor of Elections conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.
- 7. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.
- **8. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
 - **9. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 2nd day of December 2025.

ATTEST:	DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A: Sample Notice of Qualifying Period

EXHIBIT A SAMPLE NOTICE OF QUALIFYING PERIOD

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Sweetwater Creek Community Development District will commence at **noon on Monday**, **June 8, 2026**, **and close at noon on Friday**, **June 12, 2026**. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at 4455 Avenue A, Suite 101, St. Augustine, Florida 32095. The Supervisor of elections may be contacted by phone at (904) 823-2238. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a "qualified elector" of the District, as defined in Section 190.003, Florida Statutes. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Sweetwater Creek Community Development District has two (2) seats up for election, specifically Seats 1 and 2. Each seat carries a four (4)-year term of office. Elections are non-partisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the St. Johns County Supervisor of Elections.

Publish at least two (2) weeks prior to the start of the qualifying period.

EXHIBIT 10

AMENDMENT TO THE RESTATED AND AMENDED INTERLOCAL AGREEMENT BETWEEN MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT AND SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT REGARDING RECIPROCAL USAGE MATTERS

THIS AMENDMENT (("Amendment") is	made and	entered in	nto as	of this	day of
2025, by and	between:					

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, with a mailing address c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("Sweetwater Creek"); and

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, with a mailing address c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("Marshall Creek" and, together with Sweetwater Creek, "Parties").

RECITALS

WHEREAS, Sweetwater Creek and Marshall Creek previously entered into that certain Acknowledgment of Interlocal Agreements, dated October 28, 2021 ("Acknowledgment"), which confirmed that certain Restated and Amended Interlocal Agreement Between Marshall Creek Community Development District and Sweetwater Creek Community Development District Regarding the Reciprocal Usage Matters, dated June 19, 2014, as the operative interlocal agreement between the Parties ("Interlocal Agreement"), both of which are attached hereto in Exhibit 1 and incorporated herein by this reference; and

WHEREAS, pursuant to Section 7 of the Interlocal Agreement, the Interlocal Agreement may be amended only by a written agreement duly executed by both Parties; and

WHEREAS, Sweetwater Creek and Marshall Creek now desire to amend the Interlocal Agreement as provided herein; and

WHEREAS, Sweetwater Creek and Marshall Creek each represent that it has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto.

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

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

- **SECTION 2. AMENDMENT OF COST-SHARING PROVISIONS.** Section 1.4 of the Interlocal Agreement is hereby deleted in its entirety. Sections 1.1, 1.3 and 2 of the Interlocal Agreement are hereby deleted in their entirety and replaced with the following:
 - 1.1 Reciprocal Recreation Usage Rights. Marshall Creek and Sweetwater Creek hereby agree that their residents/landowners shall have reciprocal rights to use recreational facilities owned by each District as such facilities are described generally in Exhibit A hereto. There shall be no additional charge to residents/landowners of either District for these reciprocal usage rights. However, any such usage shall be subject to the rules, regulations, and policies applicable to the particular District facility being used. For illustration purposes only, if a resident/landowner of Marshall Creek desired to hold a pool party at the Sweetwater Creek aquatic facility, such resident/landowner would be required to pay the same pool party fee imposed by the Sweetwater Creek on its residents/landowners for such use. For purposes of this Agreement, "feepayer" means a person who is not a resident/landowner of either District but who pays a recreation fee to use one of the District's recreational facilities. Feepayers are not permitted reciprocal usage of the Parties' recreational facilities. Feepayers are required to pay each District's established nonresident user fee for the Feepayer's use of that District's recreational facilities.

. . .

1.3 Payment of Costs. Each District shall bear the costs associated with the maintenance, operation, upkeep, repair and replacement of the recreational facilities and security facilities owned by that particular District. No costs shall be shared by the Districts unless both Districts' Boards of Supervisors approve such sharing of a particular cost by motion adopted at a public meeting of each Board of Supervisors.

. . .

SECTION 2

<u>Limitation on Reciprocal Usage Rights.</u> Without the written consent of the other, neither Marshall Creek nor Sweetwater Creek shall have the authority to permit, or enter into an agreement with, another entity to expand the reciprocal usage rights contained herein.

SECTION 3. AMENDMENT OF NOTICE PROVISION. For purposes of providing notices under Section 12 of the Interlocal Agreement, notices shall be sent in the manner proscribed therein to the following addresses:

A. If to Marshall Creek: Marshall Creek Community Development District

Vesta District Services

250 International Parkway, Suite 208

Lake Mary, Florida 32746 Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301

Attn: Marshall Creek CDD, District Counsel

B. If to Sweetwater Creek: Sweetwater Creek Community Development District

c/o Vesta District Services

250 International Parkway, Suite 208

Lake Mary, Florida 32746

With a copy to: Kilinski | Van Wyk PLLC

517 East College Avenue Tallahassee, Florida 32301

Attn: Sweetwater Creek CDD, District Counsel

SECTION 4. AFFIRMATION OF THE INTERLOCAL AGREEMENT. The Interlocal Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Sections 2 and 3 of this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Interlocal Agreement. All of the remaining provisions remain in full effect and fully enforceable except for the terms as specifically amended herein.

SECTION 5. AUTHORIZATION. The execution of this Amendment has been duly authorized by the appropriate body or official of Sweetwater Creek and Marshall Creek, both Parties have complied with all the requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Amendment.

SECTION 6. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 7. EFFECTIVE DATE; OPERATION. This Amendment shall take effect upon execution by the last signing party. This Amendment shall be operative beginning with Fiscal Year 2026 (October 1, 2025 through September 30, 2026), and for each fiscal year thereafter unless amended or terminated by the Parties in accordance with this Amendment and the Interlocal Agreement.

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

Attest:	SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
Signature	
	Chairperson, Board of Supervisors
Print Name	
Attest:	Marshall Creek
	COMMUNITY DEVELOPMENT DISTRICT
Signature	_
	Chairperson, Board of Supervisors
Print Name	

Exhibit 1: Acknowledgment and Interlocal Agreement

EXHIBIT 11

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INTRODUCTION

The Sweetwater Creek Community Development District (SWCCDD, "Sweetwater Creek" or "District") is a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, as amended, and St. Johns County Ordinance 2006-59, effective May 19, 2006. SWCCDD is one of two districts making up the Palencia communities. SWCCDD, also known as Palencia North, includes within its boundaries approximately 865 acres of land located entirely within unincorporated St. Johns County, Florida. The District was created as an alternative method of planning, acquiring, operating and maintaining community-wide improvements.

The District, as a CDD, serves as a governmental mechanism to plan, finance, construct, operate and maintain community infrastructure, ultimately without overburdening other governments and their residents. CDDs represent a major advancement in Florida's effort to manage its growth effectively and efficiently. This allows a developer to establish higher construction standards, meanwhile providing a long-term solution to the operation and maintenance of the community's facilities.

Palencia is divided into two community development districts: Marshall Creek Community Development District (MCCDD or "Marshall Creek") and SWCCDD. Both have their own policies, procedures, and guidelines, governing separate facilities and parks. While residents of each CDD have reciprocal usage rights of the other CDD's facilities, anyone using the respective facilities is subject to the policies, procedures, and guidelines established by the CDD owning/operating that facility. Palencia Club, which includes the golf course and Clubhouse, is a separate private entity with its own rules, guidelines, and management. While the CDDs may coordinate with Palencia Club, it operates independently of the CDDs and is not owned or operated by either CDD.

DEFINITIONS

- "Amenity Card" shall mean an electronic Amenity Card issued by the District to each Patron Household (as defined herein) to access the Facilities. Patrons may obtain Amenity Cards by visiting the Marshall Creek Amenity Center located at 625 Palencia Club Drive, St. Augustine, Florida.
- **"Board of Supervisors" or "Board"** shall mean the Board of Supervisors of the Sweetwater Creek Community Development District.
- "Competition Lap Pool" shall mean the swimming pool and surrounding pool areas located at the Fitness Center.
- "District" or "Sweetwater Creek" or "SWCCDD" shall mean the Sweetwater Creek Community Development District.
- "District Staff" shall mean the professional management company with which the District has contracted to provide management services to the District, including the District Manager, Facilities Manager, and District Counsel.
- "Facilities" shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, District-owned community parks, dog parks, mini-golf course, open spaces, pickleball courts, bocce ball court, the Fitness Center, and the Competition Lap Pool, together with their appurtenant facilities and areas.
- "Facilities Manager" shall mean the District Manager, Vesta District Services, or that person or firm so designated by the District's Board of Supervisors, including the General Manager, Fitness Center Manager, and their employees.

- **"Fitness Center"** shall mean the Sweetwater Creek Fitness Center located at 1865 North Loop Parkway, St. Augustine, Florida 32095. The Fitness Center includes the gym, the Competition Lap Pool, and the clubhouse, together with their appurtenant facilities and areas.
- "Guest" shall mean any person or persons, other than a Renter, Resident, or Non-Resident Patron, who are expressly authorized by the District to use the Facilities, or invited for a specific visit by a Patron to use the Facilities. See "Guest Access and Usage" provisions below for more information on the District's Guest policy.
- "Household" shall mean a residential unit or a group of individuals residing within a Resident's home. *This does not include visiting friends, Guests, relatives or extended family not permanently residing in the home.* Upon the District's request, proof of residency for individuals over the age of eighteen (18) years may be required by providing a driver's license or state or federal issued form of identification, or a signed affidavit of residency.
- "Lakes" or "Ponds" shall mean those water management and control facilities and waterways within the District, including but not limited to stormwater management facilities, lakes and ponds.
- "Legal Guardian" Shall mean the parent(s) of a minor in accordance with Section 744.301, *Florida Statutes*, or another guardian appointed in accordance with Chapter 744, Florida Statutes. The District reserves the right to request proof of guardianship.
- "Marshall Creek" or "MCCDD" shall mean the Marshall Creek Community Development District.
- "Non-Resident" shall mean any person who does not own property within the District.
- "Non-Resident Patron" shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Facilities. See **Exhibit A** for more information on Non-Resident User Fees.
- "Non-Resident User Fee(s)" shall mean the fee(s) established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The Annual User Fees are set forth in **Exhibit A**, and those amounts are subject to change based on Board action.
- "Patron(s)" shall mean Residents, Guests, Non-Resident Patrons and Renters.
- **"Policies"** shall mean these Policies and Rates of the Sweetwater Creek Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager's Office. The Board of Supervisors and District Staff shall have full authority to enforce the Policies.
- "Rates" shall mean those rates and fees established by the Board of Supervisors of the Sweetwater Creek Community Development District as provided in **Exhibit A** attached hereto.
- **"Renter"** shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.
- "Resident" shall mean any person or Household owning property within the District, or any Renter who has been approved for issuance of an Amenity Card.

The words "hereof," "herein," "hereto," "hereby," "hereinafter" and "hereunder" and variations thereof refer to the entire Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

FACILITIES ACCESS AND USAGE

- (1) General. Only Patrons have the right to use the Facilities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Policies and execution of waivers and hold harmless agreements, if any.
- (2) Use at your Own Risk. All persons using the Facilities do so at their own risk and agree to abide by the Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Facilities or from the acts, omissions or negligence of other persons using the Facilities.
- (3) Resident Access and Usage. Residents are permitted to access and use the Facilities in accordance with the policies and rules set forth herein, and are not responsible for paying the Annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Facilities or suspension of that Resident's access privileges. Each Household receives one Amenity Card, which may be obtained by visiting the Marshall Creek Amenity Center located at 625 Palencia Club Drive, St. Augustine, Florida.
- (4) Non-Resident Patron Access and Usage. A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Facilities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Facilities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete any and all required access and registration forms prior to access or use of the Facilities.
- (5) Guest Access and Usage. Each Patron Household is entitled to bring three (3) persons as Guests to the Facilities at one time. However, no Guest is permitted to visit the Facilities as a Guest more than eight (8) times per calendar year District Staff shall be authorized to verify and enforce the authorized number of Guests. Patrons must always accompany their Guests during their Guests' use of the Facilities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Policies. Violation of these Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial user of the Resident's privileges to use the Facilities, subject to requirements stated herein.

The Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Amenity Card. Renter's Amenity Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Facilities shall be entitled to the same rights and privileges to use the Facilities as the Resident, subject to all Policies.

During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Facilities. In other words, Renters and Residents cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Facilities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Policies.

(7) Amenity Cards. One complimentary Amenity Card will be issued to each Household at the time of closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Amenity Card for entrance to the Fitness Center.

All Patrons must use the Amenity Card issued to their Household for entrance to the Fitness Center. Each Household will be authorized one (1) initial Amenity Card free of charge. One (1) additional Amenity Card may be purchased at the Amenity Rates in effect, for a maximum of two (2) Amenity Cards per Household in service at a time. Replacement Amenity Cards may be purchased in accordance with the Amenity Rates then in effect.

Patrons must scan their Amenity Cards in the card reader to gain access to the Fitness Center. This Amenity Card system provides a security and safety measure for Patrons and protects the Fitness Center from non-Patron entry. Under no circumstances shall a Patron provide their Amenity Card to another person, whether Patron or non-Patron, to allow access to the Fitness Center, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Amenity Cards are the property of the District and are non-transferable except in accordance with the District's Policies. All lost or stolen Cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen Amenity Cards.

GENERAL POLICIES

- (1) Hours of Operation. All hours of operation of the Facilities will be established and published by the District on its website and/or posted at the applicable facility. The District may restrict access or close some or all of the Facilities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Facilities. Unless otherwise posted on the website or at the applicable facility, all outdoor Facilities are open only from dawn until dusk. The specific, current hours of operation for several of the Facilities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable facility. No Patron is allowed in the service areas of the Facilities.
- (2) Conservation Areas; District Property. Patrons are forbidden to build, place, or remove any landscaping or add to their property lying within any part of a District conservation area or common area. Encroachment onto District property of any type may result in a loss of facilities privileges, administrative fines, and any costs to repair or replace items destroyed or removed from District land. Such encroachment may be referred to the St. Johns County Board of Zoning, the St. Johns River Water Management District, or the Water Reclamation District for further action.
- (3) General Usage Guidelines. The following guidelines supplement specific provisions of the Policies and are generally applicable and shall govern the access and use of the Facilities:
 - (a) Registration and Amenity Cards. Each Patron must scan in an Amenity Card in order to access the Facilities and must have his or her assigned Amenity Card in their possession and available for inspection upon District Staff's request. Amenity Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Amenity Card at all times. District staff may refuse entry if an active Amenity Card is not presented.
 - **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Facilities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Facilities. All persons using any of the Facilities must keep the area clean by properly disposing of trash or debris.
 - (d) Parking and Vehicles. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Facilities within the District unless they are owned by the District. Bicycles, e-bicycles, and scooters must be parked at a bike rack. It is not permitted to park unsecured bicycles, e-bicycles, or scooters against doorways, hallways, etc.
 - **Supervision of Minors.** The District does not offer child care or child watch services of any kind. No unattended minors are permitted in the Fitness Center (unless such minor is engaging in a permitted activity under these Policies).
 - **(f) Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
 - **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on District property which includes, but is not limited to, the Fitness Center parking lot, pool area, open fields, playground area and sidewalks surrounding these areas.

- **(h) Grills.** Personal barbeque grills are not permitted at the Facilities or on any other District-owned property.
- **Weapons.** Weapons are not permitted in any of the Facilities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no weapons may be carried to any meeting of the District's Board of Supervisors.
- **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
- **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Facilities clean at all times.
- (I) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (m) Excessive Noise. Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (n) Lost or Stolen Property. The District is not responsible for lost or stolen items. The Facilities Manager is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the Facilities Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Facilities. Any individual violating this policy may be reported to the local authorities.
- (p) Compliance with Laws and District Rules and Policies. All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Facilities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Facilities.
- (q) Courtesy. Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of facilities access and usage privileges. If District Staff requests that a Patron leave the Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare of others or of District property, failure to comply may result in immediate suspension or termination of facilities access and usage privileges.
- (r) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- **False Alarms.** Any Patron improperly attempting to enter the Facilities outside of regular operating hours or without the use of a valid Amenity Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (u) Outside Vendors/Commercial Activity. Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Facilities. The District may, in its sole discretion, authorize exceptions to these Policies as needed to facilitate District services performed or provided by District vendors.
- (v) Organized Activities. Any organized activities taking place at the Fitness Center must first be

approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping devices and other electric and non-electronic devices, is prohibited anywhere inside the Facilities, including any building or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Facilities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Facilities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Facilities. Violation of this policy may result in suspension or termination of Facilities access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animals" as defined by Florida law, which are trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or.
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability to determine whether an animal is a Service Animal or pet. However, the District may ask: (i) whether an animal is a Service Animal required because of a disability; and (ii) what work or tasks the animal has been trained to perform.

COMPETITION LAP POOL POLICIES

- (1) **Intended Use.** The Competition Lap Pool is primarily intended for quiet enjoyment and use by Patrons to swim laps. Loud, disruptive, or other behavior unfit for these purposes is not permitted.
- **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. No swimming is permitted during non-designated hours nor when a tarp is covering the pool.
- (3) **Lap Lanes.** All Patrons in a lap lane must swim laps. Maximum occupancy is four (4) Patrons per lane. Patrons must abide by maximum pool and deck capacities, which are posted at the Competition Lap Pool.
- (4) Swim at Your Own Risk. No Lifeguards will be on duty. All persons using the pool do so at their own risk. By using the pool, users acknowledge and assume all risks associated with pool use, including but not limited to risks of personal injury, death, and property damage. All persons must abide by all swimming pool rules and policies.
- (5) Supervision of Minors. Non-swimming children must have a parent or Legal Guardian with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a parent or Legal Guardian at all times in and around the Competition Lap Pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised by an adult who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons and Guests not swim alone.
- (6) Swimming Lessons. No one is permitted to conduct swimming lessons in the Competition Lap Pool at any time. As of the most recent date of adoption, the Board of Supervisors has adopted a policy prohibiting all swim lessons in the Competition Lap Pool., except for District-approved instructors pursuant to a written agreement with the District.
- (7) **Swim Team Usage.** The Competition Lap Pool may be utilized by certain swim teams at certain times. The Facilities Manager has discretion to determine the number of lanes to be used at the Competition Lap Pool when a swim team is utilizing the Competition Lap Pool.
- (8) Aquatic Toys and Recreational Equipment. No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited, unless approved in writing by the Facilities Manager.
- (9) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (10) Attire. Appropriate swimming attire (swimsuits) must be worn at all times. For safety reasons, all Patrons must dry off completely before entering the indoor areas of the Fitness Center.
- (11) Horseplay. No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (12) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (13) Weather. The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.

- (14) Pool Furniture; Reservation of Tables or Chairs. Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (15) Entrances. Pool entrances must be kept clear at all times.
- (16) **Pollution.** No one shall pollute the pool. Anyone who pollutes the pool, whether intentionally or through negligence, shall be liable for and shall reimburse the District for all costs incurred in treating, cleaning, and reopening the pool, including but not limited to chemical costs, labor costs, and any fees or penalties imposed by regulatory authorities.
- (17) Swim Diapers. Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined or approved swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be treated in accordance with applicable health department regulations and closed for the period required by such regulations, which shall be a minimum of twelve (12) hours. Persons not abiding by this policy shall be responsible for and shall reimburse the District for all costs incurred in treating and reopening the pool, and may be subject to suspension of privileges.
- (18) Staff Only. Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (19) **Pool Closure.** In addition to St. Johns County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:
 - During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District staff.
- **Containers; Food and Beverages.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool. Food delivery from outside food vendors is prohibited within the pool and deck areas.
- (21) No Private Rentals. The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full effect at all times.
- **Programming.** District Staff reserves the right to authorize or deny all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Fitness Center must first be approved by the District. Unauthorized organized activities may result in immediate termination of the activity and suspension of privileges.

PLAYGROUND POLICIES

- (1) Use at Own Risk. Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) Supervision of Children. Supervision by an adult eighteen (18) years and older is required for children eight (8) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) Shoes. Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- **Food & Drink.** No food, drinks or gum are permitted on the play structures, other than such water in non-breakable containers as may be necessary for reasonable hydration, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) Glass. No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.
- (8) Animals. No animals, besides service animals as defined in these Policies, are permitted at the playground.
- (9) **Play Behavior.** No jumping off from any climbing bar or platform. Profanity, rough-housing, and disruptive behavior are prohibited.
- (10) **Notify District.** If anything is wrong with the equipment or someone gets hurt, notify District staff immediately.

LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Lakes.
- Wading and swimming in District Lakes are prohibited. The District shall not be liable for any injuries, damages, or losses resulting from violations of this prohibition.
- (3) Boating (motorized and non-motorized), paddleboarding, and other recreational water activities are prohibited in District Lakes.
- (4) Patrons may fish from the banks of District Lakes at their own risk, and only from common areas (not on residential property). However, the District has a "catch and release" policy for all fish caught in these waters. All fishing activities must comply with applicable state and local fishing regulations and licensing requirements.
- (5) Pets are not allowed in the District Lakes.
- Owners of property lying contiguous to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property.
- (7) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities.
- (8) No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (9) No foreign materials may be disposed of in the District Lakes, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (10) Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited except for authorized District maintenance personnel. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property constitutes trespassing and violators may be subject to criminal prosecution and/or civil liability. Violators may also face suspension or revocation of privileges.
- (11) Beware of wildlife water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Patrons assume all risks associated with wildlife encounters. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286). The District shall not be liable for any injuries, damages, or losses resulting from wildlife encounters.
- (12) Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and/or Facilities Manager, and the proper authorities.

DOG PARK POLICIES

- (1) Use at Your Own Risk. Patrons shall use the dog parks at their own risk and must comply with all posted signage. Patrons are responsible for the behavior of their dogs at all times. If any dog shows aggressive behavior, the owner must immediately remove the dog from the dog parks. Dogs displaying aggressive behavior, including but not limited to growling, biting, excessive barking, or fighting, must be removed immediately. The District reserves the right to ban dogs that demonstrate aggressive behavior from future use of the dog parks. The District is not responsible for injuries to visiting dogs, their owners, or others using the dog parks. The dog parks are exclusively for the use and enjoyment of Patrons' dogs and should not be used for other activities. Users are strongly encouraged to maintain appropriate liability coverage.
- (2) Hours of Operation. Unless otherwise posted, the dog park may be used from dawn to dusk.
- (3) Supervision. Patrons must be capable of exerting physical control over their dog or dogs. Dogs must be off leash when inside the park. Dogs should be under voice control and continuously supervised with a leash readily available if necessary. Dogs must be leashed while entering or exiting the dog parks. No more than three (3) dogs are permitted per handler.
- (4) **Reservations not Permitted.** The dog parks are available to all Patrons on a first-come, first-served basis and cannot be reserved for exclusive use.
- (5) Attire. Proper footwear and clothing should be worn while inside dog parks.
- **Food and Toys Prohibited**. Any type of food, including dog food and treats, is prohibited at the dog parks. Dog toys and bones are not permitted inside the dog parks.
- (7) Vaccinations. Dogs must wear county-issued tags for vaccinations, including, but not limited to, rabies vaccination as required by law in Florida. The District reserves the right to request proof of current vaccinations.
- (8) **Prohibited.** Dogs in heat, dogs with aggressive behavior, and dogs under four (4) months of age are not permitted in the dog parks.
- (9) Clean Up. Patrons are responsible for removing or cleaning up any trash and must immediately dispose of dog waste and fill any holes dug by their dog(s).

PICKLEBALL COURT AND BOCCE BALL COURT POLICIES

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

- (1) Play at your Own Risk. Play at Your Own Risk. The pickleball and bocce ball courts are not supervised during operating hours. Users of the pickleball and bocce ball courts acknowledge they should consult with a physician before beginning any exercise program and expressly assume all risks associated with use of the courts and related exercise activities.
- (2) Reservations Required. Courts are available for use by Patrons and Guests by reservation only. A valid reservation must be made through the Patron's account using the reservation system approved by District staff. Patrons with valid reservations will be afforded priority over Patrons without valid reservations.
- (3) Attire. All players shall be dressed in appropriate attire when using the pickleball courts, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the pickleball courts.
- (4) Use. Pickleball courts are for pickleball only. Bocce ball courts are for bocce ball only.
- (5) Supervision of Minors. Minors under fourteen (14) years of age utilizing the pickleball or bocce ball courts must be accompanied by a parent or Legal Guardian who is at least eighteen (18) years of age.
- **Pets.** Pets, with the exception of service animals, as defined in these Policies, are not permitted on the pickleball or bocce ball courts at any time.
- (7) **Food and Drinks.** Food and gum are not permitted on the pickleball courts nor the bocce ball courts. Drinks must be in a non-breakable spill-proof container.
- (8) Glass Containers. No glass containers or breakable objects of any kind are permitted on the pickleball or bocce ball courts.
- (9) Operating Hours. The pickleball courts are open from 7 a.m. to 9 p.m. The bocce ball courts are open from dawn to dusk only, or as otherwise posted at the respective courts. No one is permitted on the courts at any other time unless a specific event is pre-approved and scheduled.
- (10) **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skateboards, electric bikes, electric scooters or similar uses are permitted on the pickleball or bocce ball courts.
- (11) **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
- (12) **Equipment.** Patrons and Guests using the pickleball courts must supply their own equipment (racquets, balls, etc.)
- (13) **Pickleball Instruction.** Except as expressly authorized by the District, pickleball instruction for fees, or solicitation of pickleball instruction for fees, is prohibited.
- (14) Noise. The volume of live or recorded music must not violate applicable St. Johns County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

GYM POLICIES

- (1) Exercise at Your Own Risk. The gym is not supervised during operating hours. All Patrons and Guests are strongly advised to consult their physician before beginning an exercise program. Patrons and Guests should consult fitness staff for questions about equipment use, though such consultation does not guarantee safety or proper use. All Patrons and Guests should consult District staff for any questions or concerns about the equipment.
- (2) Amenity Card Required. All gym users must register at the front desk of the Fitness Center and present their Amenity Card to be granted access to the gym.
- Usage Restrictions. Patrons and Guests using the gym aged fourteen (14) and fifteen (15) years of age must be accompanied by and under the direct supervision of their parent or Legal Guardian, who must be at least eighteen (18) years of age. Underage children cannot be left unattended in the Fitness Center lobby, locker rooms, pool area, etc. while the parent or Legal Guardian uses the gym facilities. No children under the age of fourteen (14) are permitted to use the gym, except that children aged thirteen (13) may use the gym under the following conditions:
 - (a) The child must be accompanied by a parent or Legal Guardian who is at least eighteen (18) years old;
 - **(b)** The child must be involved in an organized sport activity where fitness training is integral to the sport activity, as validated by their coach in writing;
 - (c) The coach and child's licensed physician must provide a written training program and written attestation that the child has the mental and physical ability to safely participate in the training program; and
 - (d) All documentation required herein must be provided to a fitness trainer employed by the CDD or its management company for approval.
- (4) Attire. Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center.
- (5) Courtesy. If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use with the wipes and/or spray provided. Headphones must be used with all electronic devices. Tripods and other bulky equipment used for filming or photography are not permitted absent prior written consent from the Facilities Manager. Patrons and Guests may not film others on Fitness Center property without their consent. Loud, profane, or abusive language is prohibited.
- **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
- (7) **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be silenced and not used while in the fitness center.
- (8) Equipment. Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights. Gym users are responsible for wiping off their equipment after each use.
- (9) Hand Chalk. Hand chalk is not permitted.
- (10) Personal Training. Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter and posted in the facility. All instructors must be approved District employees or contractors.

(11)	Maintenance Items. All concerns, equipment malfunctions, and maintenance needs should be reported to the staff.

WIRELESS INTERNET ACCESS POLICIES

The Facilities feature wireless internet access that Patrons and Guests may use free of charge, subject to the following usage guidelines:

- (1) District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.
- Use of the District's wireless internet access for purposes contrary to state or federal laws or in a manner that violates this policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:
 - Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
 - Propagating malicious software.
 - Unauthorized copying of copyrighted material.
 - Attempting to access unauthorized files or systems.
- (3) Parents/Legal Guardians are responsible for deciding which Internet resources are appropriate for their own children under age 18. Restriction of a child's access to the Internet is the responsibility of the parent/Legal Guardian.

SUSPENSION AND TERMINATION OF PRIVILEGES

- 1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Facilities, the Lakes and Ponds, and any other properties owned and managed by the District (together, for purposes of this rule, "Facilities").
- **2 General Rule.** All persons using the Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District's Facilities.
- **3.** Amenity Cards. Amenity Cards are the property of the District. The District may request surrender of, or may deactivate, an Amenity Card for violation of the District's Policies established for the safe operations of the District's Facilities.
- **4. Suspension and Termination of Rights.** The District, through its Board of Supervisors ("Board") and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Facilities access of any Patron and members of their Household or Guests to use all or a portion of the Facilities for any of the following acts (each, a "Violation"):
 - a. Submitting false information on any application for use of the Facilities, including but not limited to facility rental applications;
 - b. Failing to abide by the terms of rental applications;
 - c. Permitting the unauthorized use of a Patron Amenity Card or otherwise facilitating or allowing unauthorized use of the Facilities;
 - d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
 - e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
 - f. Failing to abide by any District rules or policies (e.g., Policies);
 - g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
 - h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;
 - i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
 - j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;
 - k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;
 - l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
 - m. Such person's Guest or a member of their Household committing any of the above

Violations.

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

5. Suspension Procedures.

- a. *Immediate Suspension*. The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is reasonably necessary, in the District Manager's sole discretion, to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's Amenities or property from damage or risk of damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.
- b. *Notice of Suspension*. The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.
- **6.** Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement not to exceed Five Hundred Dollars (\$500) to offset the actual documented legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).
- 7. Property Damage Reimbursement. If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose Guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

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

a. If a person's Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a

Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.
- 9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.
- 10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire, and no new Amenity Cards will be issued or activated, until all Administrative Reimbursements and Property Damage Reimbursements, including any accrued interest at the maximum rate permitted by law, have been paid in full to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Amenity Cards associated with an address within the District until such time as the outstanding amounts are paid.
- 11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the

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

- 12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.
- 13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

USE AT OWN RISK; INDEMNIFICATION

Any Patron or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Facilities, and fail to obtain judgment therein against the Indemnitees, said Patron or other person shall be liable to the District for all attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Facilities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity, or limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Policies, provided however that the Board is informed within a reasonable time of any such waivers.

Secretary/Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Adopted District Rates

Exhibit B: Facilities Access Registration Form Exhibit C: Non-Resident User Agreement

Exhibit D: Address/Identification Confidentiality Request From Public Records Disclosure

Exhibit E: Map of the District

EXHIBIT A

DISTRICT RATES

The below Rates were adopted on _______, by the Board of Supervisors for the Sweetwater Creek Community Development District, at a duly noticed public hearing and meeting.

ТүрЕ	RATE
Annual Non-Resident User Fee (only Sweetwater	\$1,500.00 per non-resident user
Creek CDD Facilities)	
Annual Non-Resident User Fee (both Sweetwater	See Marshall Creek documents
Creek CDD Facilities and Marshall Creek CDD	
facilities)	
Additional/Replacement Amenity Card	\$30.00

EXHIBIT B

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT FACILITIES ACCESS REGISTRATION FORM

NAME:	
ADDRESS:	
HOME TELEPHONE: CELL PHON	VE:
EMAIL ADDRESS:	
ADDITIONAL RESIDENT 1:	DOB (REQUIRED IF UNDER 18)
ADDITIONAL RESIDENT 2:	DOB IF UNDER 18
ADDITIONAL RESIDENT 3:	DOB IF UNDER 18
ADDITIONAL RESIDENT 4:	DOB IF UNDER 18
ADDITIONAL RESIDENT 5:	DOB IF UNDER 18
I acknowledge receipt of the Amenity Card(s) for the above listed residents at that I have willingly provided all the information requested above and that it in District ("District") for various purposes including but not limited to facility policies. I also understand that by providing this information that it may that I am financially responsible for any damages caused by me, my family or theft of my or my family members' Amenity Card (s). It is understood the transferable except in accordance with the District's rules, policies and/or regrested by the District, I agree to hold harmless and release the District, its from any and all liability for any injuries that might occur, except those cause or its employees, whether such occurrence happens wholly or in part by me of use of any of the District's Facilities (as defined in the District's Policies of herein shall be considered as a waiver of the District's sovereign immunity immunity or limits of liability which may have been adopted by the Florida I	may be used by the Sweetwater Creek Community Development of management, emergency contact, and enforcement of District ay be accessed under public records laws. I also understand members or my guests and the damages resulting from the loss nat Amenity Cards are the property of the District and are non-ulations, and any necessary replacement will be at an applicable love listed persons and their guests into the facilities owned and a supervisors, agents, officers, professional staff and employees ed by the gross negligence or willful misconduct of the District for my family members' or guests' fault, in conjunction with the & Rates), as well as while on the District's property. Nothing y or limits of liability beyond any statutory limited waiver of
AFFIDAVIT OF RESIDENCY (REQUIRED IF LEGAL FORM OF PRO I hereby state that the address listed above is the bona fide residence for all results that such address is located within the Sweetwater Creek Community Deve affidavit may subject me to penalties for making a false statement pursuant to foregoing and the facts alleged are true and correct to the best of my knowled. Signature of Patron State of Florida County of The foregoing was acknowledged before me by means of physical present who is [] personally known to me or [] produced (NOTARY SEAL) Official Notary Public Signature	residents listed in this Amenities Access Registration Form and elopment District. I acknowledge that a false statement in this of Section 837.06, <i>Florida Statutes</i> . I declare that I have read the dge and belief.

RECEIPT OF DISTRICT'S POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the Policies and Rates of the Sweetwater Cree Community Development District.
Signature of Patron Date
(Parent or Legal Guardian if minor)
GUEST POLICY:
Please refer to the Policies and Rates for the most current policies regarding guests.
PLEASE RETURN THIS FORM TO: Sweetwater Creek Community Development District Fitness Center Attn: Erin Gunia, General Manager Email: egunia@vestapropertyservices.com
OFFICE USE ONLY:
Date Received Date Entered in System Staff Member Signature
PRIMARY RESIDENT: Amenity Card #
ADDITIONAL INFORMATION:
Phase Phase Phase
New Construction: Re-Sale: Prior Owner:
Rental: Landlord/Owner: Lease Term: Tenant/Renter:

EXHIBIT C

NON-RESIDENT USER AGREEMENT

THIS A	AGREEMENT ma	ade and exec	cuted this	day of $_$, 202	<u>,</u> by and be	tween the Sv	weetwater C	`reek
Community	Development	District	("District"),	and			whose	address	is
		("	User"). The Dis	strict is th	e owner of the	real proper	ty and facilit	ies comprise	ed of
pools and othe	r recreational faci	lities within	the District loc	ated in S	St. Johns Cour	ity, Florida (("Facilities")	. User is a	non-
resident member	er of the public de	siring to utili	ze the Facilities	. A non-re	esident is a per	son or famil	y who does n	ot own proj	perty
within the Dist	rict. The District	will permit U	Jser to utilize th	e Faciliti	es subject to the	he terms and	l conditions	contained in	ı this
Agreement.									

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

User shall pay a one-time non-refundable annual fee ("Membership Fee") to utilize the Facilities for 12 months. (Please Initial Membership Type).
 _____\$1,500 per User household

The 12-month period shall commence as of the date of this Agreement and terminate on that same date the following year.

- 2. The right to use the Facilities provided through this Agreement is personal to the person paying the Membership Fee and family members residing in his/her Household (as defined in the District's Policies) and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon and shall inure to the benefit of the District and its respective legal representatives and successors. Nothing herein shall inure to the benefit of any third-party that is not a party to this Agreement.
- 3. User agrees that use of Facilities by User, User's family members residing in his/her Household, and User's guest shall be subject to all rules, policies and procedures of the District as may be amended from time to time and by signature on this form, hereby agrees he/she has received a copy of such policies or was given the opportunity to receive a copy and will abide fully by the same. Failure by User, family members residing in his/her Household, or User's Guests to abide by all rules, policies and procedures of the District may result in forfeiture of the right to utilize the Facilities. In such event, no portion of the Membership Fee shall be refunded.
- 4. User(s) agrees and acknowledges that the information provided herein is true and correct. It is understood that Amenity Cards are the property of the District and are non-transferable, in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the herein listed persons, along with each of their Guests, to utilize District property and District facilities, including without limitation (please note that capitalized terms have the same meanings as those terms appear in the District's Policies): the Competition Swimming Pool and pool deck, Fitness Center (including the gym), dog parks, playground, parks, pickleball courts, bocce ball courts, and all other real property owned and operated by the District (together, the Facilities), the undersigned on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the District, its supervisors, officers, professional staff, amenity contractor, agents and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross negligence of the District. Furthermore, User(s) understands that the District and its supervisors, officers, professional staff, amenity contractor, agents and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of pool, use of playground, use of dog park, or other activities on District owned property. User(s) expressly acknowledges on behalf of him/herself and his or her minor children, heirs and successors that he/she assumes the risk for any and all injuries and illness that may result from participation in these activities. User(s) hereby releases and discharges the District and its supervisors, officers, professional staff, amenity contractor, agents and employees as a result of User(s), or his or her minor children's, participation in these activities. User(s) further understands that the District is not responsible for personal property lost or stolen while at the Facilities. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability 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.

5. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with the District's Rules of Procedure and Florida law. IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written. USER SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT By: Payment Type: ☐ Cash ☐ Check #____ ☐ Credit Date Paid: _____ Amount of Payment: \$_____ Amenities Expiration Date:_____ E-mail added to .com: HOUSEHOLD MEMBERS (Must Reside in Same House) Name (Last, First) Cell Phone **Email Address** Name(s) of Children Birthdate Age NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager. PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form. PRIMARY USER INFORMATION (family members to be added to reverse side) Last Name First Name Address Street Address Apartment/Unit # EMERGENCY NOTIFICATION INFORMATION

Home Phone
Number

Cell Phone Number

Name

Cell Phone Number	Name
Email Address(es)	
Please select all that apply:	
☐ I would like to receive e-mails of information in this section to be use	on District programs and events. (Do <u>not</u> check this option if you want the sed only for emergency purposes.)
☐ I would like to receive text mes information in this section to be us	sages on District programs and events. (Do <u>not</u> check this option if you want the sed only for emergency purposes.)
☐ Only contact me in case of eme	rgency.
case of emergency, then, pursu	cate that we should only use the Optional/Emergency Notification Information in that to Section 119.071, Florida Statutes the Optional/Emergency Notification the information in this section) may be exempt from disclosures we make as the t.
	SPECIAL NEEDS
Does anyone in your family have	special needs you would like us to be aware of? ☐ YES ☐ NO
If you answered yes, please provide	le specific information below in the blank space:

EXHIBIT D

ADDRESS/IDENTIFICATION CONFIDENTIALITY REQUEST FROM PUBLIC RECORDS DISCLOSURE

Florida law allows certain persons to request that a governmental entity not publicly disclose his/her specific identifying information and/or address in any of the entity's governmental records. If eligible under Florida law, submit this completed form to District. Note that this form is not intended to be an exhaustive list of exemptions, and other exemptions may apply. It is your responsibility to ensure that you are eligible under Florida law for the exemption claimed, and the District reserves the right to pursue any available legal remedies in the event that no exemption exists and the District is harmed as a result.

$I\ hereby\ request\ the\ exemption\ (check\ applicable\ exemption\ category)$	for the person named below:
 ☐ Code Enforcement Officer* ☐ Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities.* 	efforts to protect such information from being accessible through other means available to the public."). Juvenile probation officer or supervisor, detention superintendent assistant detention superintendent invenile
 Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect.* Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement.* 	superintendent, assistant detention superintendent, juvenile detention officer I or II, juvenile detention officer supervisor, juvenile residential officer or supervisors I or II, juvenile counselor or supervisor, human services counselor administrators, senior human services counselor administrators rehabilitation therapist, and social services counselor of the Dept. of Juvenile Justice.*
Dept. of Business and Professional Regulation investigator or inspector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.").* Firefighter certified in compliance with s. 633.408, F.S.	Law enforcement personnel including correctional officers and correctional probation officers.* Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). *
Guardian ad litem (By signature below, it is certified that the person made "reasonable efforts to protect such information from being accessible through other means	Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel).*
available to the public.").* Human resource, labor relations, or employee relations director, assistant director, manager or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation,	U.S. attorney or assistant attorney, U.S. appellate judge, U.S district court judge and U.S. magistrate (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.").*
administration, or other personnel-related duties.* Judge or justice of the Florida Supreme Court, district court of appeal, circuit court and county court.*	Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery or domestic violence. (Attach official verification that crime occurred.). This is only a 5-year exemption. **
Judicial or quasi-judicial officer (general and special magistrate, judge of compensation claims, administrative law judge of the Division of Administrative Hearings, and child support enforcement hearing officer) (By signature below, it is certified that the person made "reasonable"	 County Tax Collector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public."). Other (list applicable statute):

Print	ted Name:		
		ity, State, Zip):	
Prior	r/Current Position	n (for purpose of claiming exemption):	Years Held:
Desc	ription of Position	n:	
	Signature:	Date:	
		If request is submitted instead by the person's employing agency, complete the following:	
	Agency:	Name/Title:	

To request an exemption for your spouse or child's identifying information and address, please submit a separate sheet with the name, date of birth, and relationship. *Available to both current and former employees. **Florida law does not make this exemption applicable to the spouse or child of a donor or victim.

EXHIBIT E
MAP OF THE DISTRICT



EXHIBIT 12



MEMORANDUM

To: Board of Supervisors; District Staff

From: Kilinski | Van Wyk PLLC

Date: September 1, 2025

Re: Updated Provisions of the District's Rules of Procedure

Please find attached to this memorandum an updated version of the previously adopted Rules of Procedure ("Rules"). Revisions were made to maintain consistency between the Rules and current Florida law, including statutory changes adopted in the 2025 Legislative Session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting or proofreading changes are not summarized. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact your KVW attorney.

Business Hours

Language was added to Rules 1.0(3) and 3.11(1)(d) to clarify that the normal business hours of the District are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Public Meetings, Hearings, and Workshops

Language was added to Rule 1.3(1)(d) to provide an earlier deadline for individuals to request accommodations for meeting participation. An individual requiring special accommodations to participate in the meeting, hearing, or workshop must contact the office of the District Manager at least three (3) business days prior to the scheduled meeting, hearing, or workshop.

Language was added to Rule 1.3(3) to provide examples of what may constitute "good cause" to amend a meeting agenda.

Language was added to Rule 1.3(6) to require that the notice for an emergency meeting include the specific reasons for the emergency meeting.

Notice of Rule Development

Rule 2.0(2) was revised to reflect the recent legislative change requiring the Notice of Rule Development to be published at least seven (7) days prior to the notice of rulemaking and thirty-five (35) days prior to the public hearing on the proposed rule. Rule 2.0(2) was also revised to require the Notice of Rule Development to include the following: (1) the grant of rulemaking authority for the proposed rule and the law being implemented; and (2) the proposed rule number.



Notices of Rulemaking

Rule 2.0(3) was also revised to reflect the recent legislative changes requiring the Notice of Rulemaking to include the following: (1) the proposed rule number; (2) the name, email address, and telephone number of the staff member who may be contacted regarding the intended action; and (3) the website where the statement of estimated regulatory costs may be viewed in its entirety, if applicable.

Rule 2.0(3) was further revised to require any material proposed to be incorporated by reference be available for inspection and copying by the public at the time of publication of the Notice of Rulemaking and to permit the Notice of Rulemaking to be delivered electronically to all persons named in the proposed rule or who have requested advance notice of rulemaking.

Petitions to Initiate Rulemaking

Rule 2.0(5) was revised to require the District's Board of Supervisors to initiate rulemaking proceedings within thirty (30) calendar days of receiving a petition to initiate rulemaking proceedings, in accordance with Florida Statutes.

Emergency Rule Adoption

Rule 2.0(8) was amended to permit the District's Board of Supervisors to adopt an emergency rule if it is necessitated by immediate danger to the public health, safety, or welfare, or if the Legislature authorizes the Board of Supervisors to adopt emergency rules. Notice of the emergency rules must include the Board of Supervisors' findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

Rule Variances

Rule 2.0(12)(a) was amended to include safety-related concerns as an example of a "substantial hardship" which could justify a rule variance.

Competitive Purchases

Rule 3.0(3) was revised to incorporate the recent legislative change that prohibits the District from penalizing a bidder for performing a larger volume of construction work for the District or rewarding a bidder for performing a smaller volume of construction work for the District on a public works project as defined in Section 255.0992, *Florida Statutes*. A public works project is defined as "an activity that is paid for with any local or state-appropriated funds and that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any political subdivision." A public works project does <u>not</u> include the provision of goods, services, or work incidental to the public works project, such as security services, janitorial services, landscape services, maintenance services, or any other services that do not require a construction contracting license or involve supplying or carrying construction materials for a public works project.



Auditor Selection Committee Notices

Rule 3.2(6) was revised to require seven (7) days' notice of Auditor Selection Committee meetings, in accordance with Florida Law regarding meeting notices.

Purchase of Insurance

Rule 3.3(2)(g) was amended to remove "geographic location" from the list of evaluation criteria for the purchase of insurance.

Construction Contract Bids

Rule 3.5(2)(e) was amended to clarify that mistakes in arithmetic extension of pricing may be corrected by the Board provided such corrections do not result in a material change to the bid amount or create an unfair advantage.

Emergency Construction Service Purchases

Rule 3.5(5) was amended to clarify the circumstances under which the District may undertake an emergency purchase of construction services.

Bid Protests

Rules 3.11(4) and (5) were amended to provide additional details regarding the required procedures for bid protests.

Facsimile Notices, Generally

Changes were made throughout the Rules to remove facsimile as a method of notice and to add electronic mail as an acceptable method of notice where permitted by law.

RULES OF PROCEDURE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF _____

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Rule 1.0 General.

- (1) Sweetwater Creek Community Development District ("District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules ("Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) <u>Board of Supervisors.</u> The Board of Supervisors of the District ("Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) <u>Officers.</u> At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) <u>Committees.</u> The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) <u>District Offices.</u> Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
 - (a) Agenda packages for prior twenty-four (24) months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

Qublic Records. District public records include, but are not limited to, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules

is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) <u>Service Contracts.</u> Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- **(4)** Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature and volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

- due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.
- (5) <u>Records Retention.</u> The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) <u>Policies.</u> The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to their affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- **(1)** Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, FL 32746 (howard@fcsmanagementgroup.com); Ph.: 321-263-0132 X-741. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the 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 the appeal is to be based."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District's website at least seven (7) days before each meeting, hearing, or workshop.

- (2) <u>Mistake.</u> In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval ("Meeting Materials"). Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format, or similar format, in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager

- 1. Financial Report
- 2. Approval of Expenditures

Supervisor's requests and comments
Public comment
Adjournment

- (4) <u>Minutes.</u> The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) <u>Special Requests.</u> Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to prepay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) <u>Public Comment.</u> The Board shall set aside a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) <u>Budget Hearing.</u> Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to

time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) <u>Public Hearings.</u> Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) <u>Board Authorization.</u> The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) <u>Continuances.</u> Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

- (13)Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) <u>Internal Controls.</u> The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), *Florida Statutes*; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) <u>Adoption.</u> The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
- (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District's statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to Section 120.541(2), *Florida Statutes*, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) <u>Rule Development Workshops.</u> Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) <u>Rulemaking Materials.</u> After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedure protects the public interest and complies with applicable law and these provisions.
- (9) <u>Negotiated Rulemaking.</u> The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may

be published in a newspaper of general circulation in the county in which the District is located.

- (10) <u>Rulemaking Record.</u> In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
 - (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) <u>Petitions to Challenge Existing Rules.</u>
 - (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
 - (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) <u>Variances and Waivers.</u> A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
 - (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;

- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) <u>Rates, Fees, Rentals and Other Charges.</u> All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat. Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) <u>Purpose and Scope.</u> In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, designbuild services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) <u>Board Authorization.</u> Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) <u>Definitions.</u>

- (a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
- (b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
- (c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
- (d) "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) "Design-Build Firm" means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- "Design Criteria Package" means concise, performance-oriented drawings (f) or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performancebased criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) "Invitation to Bid" is a written or electronically posted solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) "Invitation to Negotiate" means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.
- (l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) "Request for Proposals" or "RFP" is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.
- (q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) <u>Qualifying Procedures.</u> In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise The Board has the right to reject any and all valid procurement process.

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) <u>Competitive Selection.</u>

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) <u>Competitive Negotiation.</u>

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (6) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- Emergency Purchase. The District may make an Emergency Purchase without (8) complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) <u>Definitions.</u>

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.
- (2) <u>Establishment of Auditor Selection Committee.</u> Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) <u>Minimum Qualifications.</u> In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) <u>Public Announcement.</u> After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) <u>Contract.</u> Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) <u>Scope.</u> The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) <u>Procedure.</u> For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, relevant business presence and capability to service the District's needs, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be

awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) <u>Scope.</u> In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) <u>Procedure.</u> When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall

include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's prequalification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.
 - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
 - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
 - vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status

- shall remain suspended, revoked, or denied until the documents are furnished.
- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- xiii. Any other circumstance constituting "good cause" under Section 337.16(2), *Florida Statutes*, exists.
- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or

revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist:
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

(a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for

reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - Notice of the Invitation to Bid, Request for Proposals, Invitation to (b) Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of competent jurisdiction of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years shall be deemed ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the

bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) <u>Sole Source; Government.</u> Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) <u>Exceptions.</u> This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board

that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) <u>Scope.</u> The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) <u>Procedure.</u>

- (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
- (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
- (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) <u>Qualifications-Based Selection.</u> If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) <u>Competitive Proposal-Based Selection.</u> If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards

and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

- 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
- 2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
- 3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

- 4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the In consultation with the Design Criteria District. Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
- 5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
- 6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

- 7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- 8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
- 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) <u>Emergency Purchase.</u> The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) <u>Scope.</u> This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) <u>Discretionary Bond.</u> At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five percent (5%). If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) <u>Emergency Purchases.</u> The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

- entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, , or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) <u>Exemptions.</u> Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) <u>Renewal.</u> Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
- (5) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (6) <u>Emergency Purchases.</u> The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat. Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) <u>Filing.</u>

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. 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 (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. 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 (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

- 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. 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 the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.
- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) <u>Contract Execution.</u> Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) <u>Informal Proceeding.</u> If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) <u>Formal Proceeding.</u> If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) calendar days from receipt of the recommended order in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) <u>Intervenors.</u> Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.
- Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) <u>Settlement.</u> Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective ______, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

EXHIBIT 13

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RESTATED RULES OF PROCEDURE AND AMENDED RATES; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (the "Board") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board previously adopted *Rules of Procedure* and facility use rates to govern the operation and administration of the District and now wishes to set a public hearing to consider amendments thereto.

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

S S S S S S S S S S S S S S S S S S S	d to adopt the District's Amended and Restated
Rules of Procedure, rates, fees, and charges on	, 2025, at 4:00 p.m. at the Fitness
Center, 1865 North Loop Parkway, St. Augusti	ne, Florida 32095.
SECTION 2. The District Secretary is accordance with Section 120.54, <i>Florida Statutes</i> .	directed to publish notice of the hearing in
SECTION 3. This Resolution shall become	effective immediately upon its adoption.
PASSED AND ADOPTED this 2nd day of Dec	cember 2025.
ATTEST:	SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules of Procedure

Exhibit B: Proposed Amended Rates

Secretary/Assistant Secretary

Exhibit A

Proposed Amended and Restated Rules of Procedure

Exhibit BProposed Amended Rates

EXHIBIT 14

EXHIBIT 14A

ESTIMATE

AL Dirtworks, LLC 5128 Gracewood Ln Saint Augustine, FL 32092 AL.Dirtworks2022@gmail.com +1 (904) 826-5667



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Sweetwater Creek CDD

Estimate details

Estimate no.: 1089

Estimate date: 11/19/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Asphalt Millings	88 yards of asphalt millings delivered and spread	1	\$8,500.00	\$8,500.00
			Total		\$	88,500.00

Accepted date Accepted by

EXHIBIT 14B





Date: 11/21/2025

Customer:

Erin Gunia Vesta Property Services 200 Business Park Circle Suite 101 St. Augustine, FL 32095

Property:

Palencia Fitness Center 1865 North Loop Parkway St. Augustine, FL 32095

Rock Installation

Thank you for the opportunity to provide a proposal for your landscaping needs. Please reach out if you have any questions or changes.

Rock Installation

Landscape Labor

- 1. Three or four days prior to the job spray herbicide over the area where the new cart parking lot will be installed. This area will be 110 feet long from the driveway back to the No Parking sign in front of the ornamental grasses. It will extend 30 feet from the sidewalk to the right in line with the Oak trees.
- 2. Use a sod cutter to peel off a 1 inch layer of the current weeds and grass from the sprayed area. Rake and level the area to prepare if for installation of rock.

Price includes debris removal.

Items	Quantity	Unit	Price/Unit	Price
Landscape Labor	1.00	ea	\$525.00	\$525.00
		Lan	dscape Labor:	\$525.00

Rock Installation

Install 40 tons of Asphalt Millings at a 3 inch layer over the entire prepared area to create a cart parking area.

Note: This proposal assumes the irrigation heads along the sidewalk will be capped by the property management.

Note: Our current rock supplier has a limited amount of Asphalt Millings remaining. Our price may change if a new source is required.

Items	Quantity	Unit	Price/Unit	Price
Asphalt Millings	40.00	ton	\$113.50	\$4,540.00

Rock Installation:	\$4,540.00
Total	\$5,065.00

Terms & Conditions

The pricing offered in this proposal will be honored by Ocean View Landscape Management for 60 calendar days from the date of this proposal. Thereafter, pricing could be subject to change.

A 50% deposit is required 1 week prior to the project start date with the final payment due upon completion. A credit card will be required to be put on file. If final payment is not received within 7 business days of completion, the credit card on file will be charged. Checks or ACH payments are also accepted. The credit card or ACH will be processed for the payment upon completion of the job.

Ву _		Ву	
	Debbie Mathews		
Date	11/21/2025	Date	
	Ocean View Landscape Management	Palencia Fitne	ess Center

EXHIBIT 14C

ESTIMATE



Prepared For

Sweetwater Creek Cdd 1865 North Loop Parkway (904) 814-4531

P&j Asphalt Paving

Phone: (904) 994-8008

Email: petejennings1237@gmail.com

Estimate #

415

Date 11/20/2025

Description

Asphalt Millings

Prep area Approximately4,000 square feet for asphalt Millings. Grade and level area remove grass. Install Approximately 4,000 sq feet of asphalt Recycled asphalt Millings 4 inches roll and compact and hand compact all edges. Furnish all labor and materials no down payment!!

Subtotal \$9,800.00

Total \$9,800.00

By signing this document, the customer agrees document.	to the services and conditions outlined in this
P&j Asphalt Paving	Sweetwater Creek Cdd