



***SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Thursday
February 5, 2026
4:00 p.m.***

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

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

Sweetwater Creek Community Development District

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

Board of Supervisors
Sweetwater Creek Community Development District

Dear Board Members,

The Regular Meeting of the Board of Supervisors of the Sweetwater Creek Community Development District is scheduled for **Thursday, February 5, 2026, at 4:00 p.m.** at the **1865 North Loop Parkway, St. Augustine, FL 32095.**

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

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

Sincerely,

Howard McGaffney

Howard McGaffney
District Manager

Cc: Attorney
Engineer
District Records

Sweetwater Creek Community Development District

Meeting Date: Thursday, February 05, 2026

Time: 4:00 PM

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

Revised 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](#)
[Pgs. 6-7](#)
- IV. **Public Hearing – Rules of Procedure & Facility Policies & Rates**
 - A. Open the Public Hearing
 - B. Presentation of Rules of Procedure [Exhibit 2](#)
[Pgs. 9-72](#)
 - C. Presentation of Facility Policies & Rates [Exhibit 3](#)
[Pgs. 74-107](#)
 - D. Public Comments
 - E. Close the Public Hearing
 - F. Consideration & Adoption of **Resolution 2026-06**, Adopting Amended Rules of Procedure & Amended Facility Policies & Rates [Exhibit 4](#)
[Pgs. 109-111](#)
- V. **Consent Agenda**
 - A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on January 8, 2026 [Exhibit 5](#)
[Pgs. 113-117](#)
 - B. Consideration for Acceptance – The December 2025 Unaudited Financial Statements [Exhibit 6](#)
[Pgs. 119-151](#)
- VI. **Staff Reports**
 - A. Landscape Report
 - B. District Engineer
 - 1. 415 Medio Inspection [Exhibit 7](#)
[Pgs. 153-169](#)
 - 2. Status of Application with the County [Exhibit 8](#)
[Pgs. 171-174](#)

VI. Staff Reports – continued

3. Stormwater Inspection Reports

[Exhibit 9](#)

[Pgs. 176-188](#)

C. District Counsel

D. District Manager

E. General Manager's Report

[Exhibit 10](#)

[Pgs. 190-192](#)

1. Consideration of Louise Leister – Landscape & Tree Audit Proposal - \$1,000.00

[Exhibit 11](#)

[Pgs. 194-195](#)

2. Fitness Manager's Report

[Exhibit 12](#)

[Pg. 199](#)

VII. Business Items

A. Consideration of Amendment to Restated Interlocal Agreement with Marshall Creek CDD

[Exhibit 13](#)

[Pgs. 201-204](#)

B. Presentation of Community Survey

C. Consideration & Adoption of **Resolution 2026-07**, Designating Officers

[Exhibit 14](#)

[Pg. 206](#)

VIII. Discussion Topics

A. Noticing Vacant Seat #2

IX. Supervisors' Requests

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

XI. Next Meeting Quorum Check: March 5 at 4:00PM

Kristen Cohen	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
VACANT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Daniel Colin	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Ron Cervelli	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Stephen Handler	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO

XII. Adjournment

EXHIBIT 1

Ad Preview

NOTICE OF REGULAR BOARD MEETING AND NOTICE OF RULE DEVELOPMENT BY THE

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the Board of Supervisors of the Sweetwater Creek Community Development District will hold its regular monthly meeting on Thursday, February 5, 2025, at 4:00 p.m., at 1865 North Loop Parkway, St. Augustine, Florida 32091. Items on the agenda may include, but are not limited to: District operations and maintenance activities, financial matters, capital improvements, and general administration activities. Anyone wishing to access and participate in the meeting should refer to the District's website at <http://www.sweetwatercreek.com>, or contact the District Manager, Howard McGaffney, at howard@tcmmanagementgroup.com, beginning seven (7) days in advance of the meeting to obtain access information. The meeting is being held for the necessary public purposes of considering matters related to the provision of infrastructure and related District matters. At such time, the Board is so authorized and may consider any business that may properly come before it.

A copy of the meeting agenda may be obtained by contacting the District Manager, Howard McGaffney, c/o Vista District Services, by mail at 290 International Parkway, Suite 208, Lake Mary, Florida 32746, by phone at (321) 263-0132, or by email at howard@tcmmanagementgroup.com or the District Manager's Office, or by visiting the District's website at <http://www.sweetwatercreek.com>.

Additionally, in accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives notice of its intention to develop Amended and Restated Rules of Procedure, Rule No. 01, and Facility Policies and Rates, Rule No. 01, to govern the operations of the District.

The Amended and Restated Rules of Procedure will address such topics as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants' Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification of construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Amended and Restated Rules of Procedure includes sections 190.011(5), 190.011(1) and 190.035, Florida Statutes (2025). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, sections 112.08, 112.3143, 112.3146, 112.3145, 119.07, 119.0701, 120.54, 188.051, 188.062(1)(b), 190.006, 190.011(5), 190.011(1), 190.033, 190.035, 218.31, 218.39, 258.09, 258.0518, 258.0525, 258.0892, 258.10, 266.0105, 266.011, 286.0113, 286.0114, 287.017, 287.061, and 287.064, Florida Statutes (2025).

The purpose and effect of the Facility Policies and Rates is to provide for efficient and effective District operations of the District's facilities and other properties including by setting rules, rates and fees. The legal authority for the implementation of the provisions of Section 190.035, Florida Statutes, General legal authority for the District to adopt the proposed Facility Policies and Rates include Chapters 120 and 190, Florida Statutes, as amended, and specific legal authority include Sections 190.035(2), 190.011(5), 190.011(1), 190.033, 190.041, 120.54, 120.69 and 120.81, Florida Statutes, as amended.

A copy of the proposed Amended and Restated Rules of Procedure, the Facility Policies and Rates, and any material proposed to be incorporated by reference may be obtained by contacting the District Manager's Office at the contact information provided in this notice. The meeting will be conducted in accordance with the provisions of Florida law for community development districts and will be open to the public. The meeting may be continued to a date, time, and place to be noticed on the record at such meeting. Any person requiring special accommodations 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 three (3) business days 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 (TDD) / 1-800-955-8772 (Voice), for aid in contacting the District Manager's Office.

Each person who desires to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. District Manager, Sweetwater Creek Community Development District. Run Date: December 31, 2025 (11941303)

Ad Preview

**NOTICE OF RULEMAKING
REGARDING
THE AMENDED AND RESTATED
RULES OF PROCEDURE AND
THE FACILITY POLICIES AND
RATES OF THE
SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors of Sweetwater Creek Community Development District ("District") on **February 5, 2026, at 4:00 p.m., at 1865 North Loop Parkway, St. Augustine, Florida 32085.**

In accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives notice of its intention to develop Amended and Restated Rules of Procedure, Rule No. 01, and Facility Policies and Rates, Rule No. 01. The purpose and effect of the proposed Amended and Restated Rules of Procedure and the Facility Policies and Rates are to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the St. Augustine Record on December 31, 2025.

The Amended and Restated Rules of Procedure may address topics such as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rule-making proceedings and competitive purchase including procedure under the Consultants' Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed Amended and Restated Rules of Procedure includes Sections 190.01(15), 190.011(15) and 190.035, Florida Statutes (2025). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 120.54, 189.053, 189.069(2)(a)15., 190.006, 190.007, 190.008, 190.01(13), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.39, 250.05, 255.0518, 255.0992, 255.0925, 255.20, 286.0105, 286.011, 286.013, 286.014, 287.017, 287.055, and 287.084, Florida Statutes (2025).

The purpose and effect of the Facility Policies and Rates is to provide for efficient and effective District operations of the District's facilities and other properties including by setting rules, rates and fees relevant to implementation of the provisions of Section 190.035, Florida Statutes. General legal authority for the District to adopt the proposed Facility Policies and Rates include Chapters 120 and 190, Florida Statutes, as amended, and specific legal authority includes Sections 190.035(2), 190.011(5), 190.012(3), 190.035, 190.041, 120.54, 120.60 and 120.81, Florida Statutes, as amended.

A copy of the proposed Amended and Restated Rules of Procedure, the Facility Policies and Rates, and any material proposed to be incorporated by reference may be obtained by contacting the District Manager's Office, Vesta District Services, by mail at 250 International Parkway, Suite 208, Lake Mary, Florida 32746, by phone at (321) 263-0132, or by email at bonnie@dcmanagementgroup.com

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office. This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three (3) business days 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) or 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

District Manager
Sweetwater Creek Community
Development District
Run Date: **January 7, 2026**

EXHIBIT 2

**RULES OF PROCEDURE
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF FEBRUARY 5, 2026

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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) Board of Supervisors. 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) Officers. 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) Committees. 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) District Offices. 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.

- (2) Public 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) Service Contracts. 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) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) 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) Mistake. 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 the 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) Minutes. 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) Special Requests. 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 pre-pay 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) Public Comment. 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) Budget Hearing. 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) Public Hearings. 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) Board Authorization. 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) Continuances. 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) Internal Controls. 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) Adoption. 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) Rule Development Workshops. 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) Rulemaking Materials. 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) Negotiated Rulemaking. 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) Rulemaking Record. 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) Petitions to Challenge Existing Rules.
- (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) Variances and Waivers. 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) Rates, Fees, Rentals and Other Charges. 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) Purpose and Scope. 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, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (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.
- (f) “Design Criteria Package” means concise, performance-oriented drawings 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 performance-based 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) Qualifying Procedures. 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 valid procurement process. The Board has the right to reject any and all

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) Competitive Selection.

- (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) Competitive Negotiation.

- (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) Contracts; Public Records. 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.
- (8) Emergency Purchase. 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: §§ 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) Definitions.

- (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) Establishment of Auditor Selection Committee. 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) Minimum Qualifications. 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) **Public Announcement.** 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. If a 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) Contract. 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) Scope. 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) Procedure. 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) Scope. 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) Procedure. 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 pre-qualification 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) Procedure. 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.
 - (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 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) Sole Source; Government. 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) Contracts; Public Records. 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) 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 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) Scope. 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) Procedure.
 - (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) Qualifications-Based Selection. 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) Competitive Proposal-Based Selection. 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 District. In consultation with the Design Criteria 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) Contracts; Public Records. 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) Emergency Purchase. 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) Scope. 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) Discretionary Bond. 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) Procedure. 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 Responsive and Responsible 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.

- (3) 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) Emergency Purchases. 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) Procedure. 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) Exemptions. 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) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. 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) Emergency Purchases. 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) Contracts; Public Records. 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) Filing.

- (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) Contract Execution. 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) Informal Proceeding. 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) Formal Proceeding. 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) Intervenors. 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.

(6) 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) Settlement. 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 February 5, 2026, 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 3

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

FACILITY POLICIES AND RATES

ADOPTED FEBRUARY 5, 2026

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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 Fitness Center 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.
 - (b) **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.
 - (c) **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.
 - (e) **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.
 - (g) **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.
- (i) **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.
- (j) **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.
- (k) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Facilities clean at all times.
- (l) **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.
- (o) **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.
- (s) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (t) **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.
- (2) **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.
- (20) **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.
- (22) **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.
- (6) **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.
- (2) 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.
- (6) 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.
- (6) **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 and bocce ball 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.
- (6) **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 and bocce ball 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.
- (3) **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.
- (6) **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.
- (2) 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 February 5, 2026, by the Board of Supervisors for the Sweetwater Creek Community Development District, at a duly noticed public hearing and meeting.

TYPE	RATE
Annual Non-Resident User Fee (only Sweetwater Creek CDD Facilities)	\$0 to \$6,000 per non-resident user
Additional/Replacement Amenity Card	\$30.00

EXHIBIT B

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
FACILITIES ACCESS REGISTRATION FORM

NAME:

ADDRESS:

HOME TELEPHONE:

CELL PHONE:

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

ACCEPTANCE:

I acknowledge receipt of the Amenity Card(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Sweetwater Creek Community Development District ("District") for various purposes including but not limited to facility management, emergency contact, and enforcement of District policies. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Amenity Card (s). It is understood that Amenity Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Amenity Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, except those caused by the gross negligence or willful misconduct of the District or its employees, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Facilities (as defined in the District's Policies & Rates), as well as while on the District's property. Nothing herein shall be considered 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.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Sweetwater Creek Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron

State of Florida

County of _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of ____, 20__, by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Official Notary Public Signature

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 Creek Community Development District.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

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 AGREEMENT made and executed this ____ day of _____, 202__, by and between the Sweetwater Creek Community Development District (“District”), and _____ whose address is _____ (“User”). The District is the owner of the real property and facilities comprised of pools and other recreational facilities within the District located in St. Johns County, Florida (“Facilities”). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is a person or family who does not own property within the District. The District will permit User to utilize the Facilities subject to the terms and conditions contained in 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:

1. 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: _____

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	Age	Birthdate

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 on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

☐ I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

☐ Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

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 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:

- | | |
|---|---|
| <ul style="list-style-type: none"><input type="checkbox"/> Code Enforcement Officer*<input type="checkbox"/> Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities.*<input type="checkbox"/> Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect.*<input type="checkbox"/> Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement.*<input type="checkbox"/> 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.")*<input type="checkbox"/> Firefighter certified in compliance with s. 633.408, F.S.<input type="checkbox"/> 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 available to the public.")*<input type="checkbox"/> 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, administration, or other personnel-related duties.*<input type="checkbox"/> Judge or justice of the Florida Supreme Court, district court of appeal, circuit court and county court.*<input type="checkbox"/> 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" | <p>efforts to protect such information from being accessible through other means available to the public.").</p> <ul style="list-style-type: none"><input type="checkbox"/> Juvenile probation officer or supervisor, detention 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.*<input type="checkbox"/> Law enforcement personnel including correctional officers and correctional probation officers.*<input type="checkbox"/> Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). *<input type="checkbox"/> Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel).*<input type="checkbox"/> 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.")*<input type="checkbox"/> 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. **<input type="checkbox"/> 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.").<input type="checkbox"/> Other (list applicable statute): |
|---|---|
-

Printed Name: _____

Residence Address (City, State, Zip): _____

Prior/Current Position (for purpose of claiming exemption): _____ **Years Held:** _____

Description of Position: _____

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 4

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE AND FACILITY POLICIES AND RATES; AND PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Act authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** and the Facility Policies and Rates attached hereto as **Exhibit B** for immediate use and application; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Rules of Procedure and the Facility Policies and Rates are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure and the Facility Policies and Rates shall remain in full force and effect until such time as the Board of Supervisors may amend these rules, policies and rates in accordance with the Act.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of February 2026.

ATTEST:

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

Exhibit B: Facility Policies and Rates

EXHIBIT A

Amended and Restated Rules of Procedure

EXHIBIT B

Facility Policies and Rates

EXHIBIT 5

1 **MINUTES OF MEETING**

2 **SWEETWATER CREEK**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Sweetwater Creek Community
5 Development District was held on Thursday, January 8, 2026 at 4:00 p.m., at the 1865 N. Loop Pkwy, St.
6 Augustine, FL 32095.

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

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

9 Present and constituting a quorum were:

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

15 Also, present were:

16 Howard McGaffney	District Manager, FCS Management Group
17 Mary Grace Henley	District Counsel, Kilinski Van Wyk PLLC
18 Meredith Hammock (<i>via phone</i>)	Kilinski Van Wyk PLLC
19 Erin Gunia	General Manager, Sweetwater Creek CDD
20 Cheryl Blythe	Fitness Center Manager, Sweetwater Creek CDD
21 Branden Marcinel (<i>via phone</i>)	District Engineer, Matthews DCCM
22 Chris Charbonneau	Brightview Landscape Services
23 Corey	Duval Landscape Maintenance
24 Mike Wooldridge	Duval Landscape Maintenance
25 Roy Grantham	The Greenery, Inc.
26 Eric Ward	The Greenery, Inc.
27 Anthony Bretz	Ruppert Landscape
28 George Rubin	United Land Services
29 Pat Floyd	Resident
30 Kari Hoekzema	Resident
31 Jerry Domonkas	Resident
32 Gary LaCombe	Resident
33 Mark Herbst	Resident

34 *The following is a summary of the discussions and actions taken at the January 8, 2026 Sweetwater Creek*
35 *CDD Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records*
36 *request by emailing PublicRecords@vestapropertyservices.com.*

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

39 Pat Floyd, Kari Hoekzema, and several other residents commented on the wild hogs issue.
40 Discussion ensued.

41 Kari Hoekzema, Pat Floyd, Jerry Domonkas, Gary LaCombe, and several other residents comment
42 on the O&M Assessments. Discussion ensued.

43 Mark Herbst asked about the sinking of the street in front of his home.

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

FOURTH ORDER OF BUSINESS – Landscape RFP Proposals – *organized alphabetically*

Supervisor Cervelli and Ms. Henley led the discussion of deficiencies in some of the bids.

Brightview – Incomplete electronic bid

On a MOTION by Mr. Colin, SECONDED by Ms. Cohen, WITH ALL IN FAVOR, the Board waived the deficiency in Brightview's bid, for the Sweetwater Creek Community Development District.

Duval Landscape Maintenance – Incomplete required legal forms

On a MOTION by Ms. Cohen, SECONDED by Mr. Colin, WITH ALL IN FAVOR, the Board waived the deficiency in Duval Landscape Maintenance's bid, for the Sweetwater Creek Community Development District.

The Greenery, Inc. – Pricing sheet was inaccurate

On a MOTION by Mr. Smith, SECONDED by Mr. Cervelli, WITH ALL IN FAVOR, the Board waived the deficiency in The Greenery, Inc.'s bid, for the Sweetwater Creek Community Development District.

Lawn Crafters – Mulching pricing sheet was inaccurate

On a MOTION by Mr. Smith, SECONDED by Dr. Handler, WITH ALL IN FAVOR, the Board waived the deficiency in Lawn Crafters' bid, for the Sweetwater Creek Community Development District.

Ms. Henley provided a brief overview of the landscape RFP discussion and evaluation process. The bidders were each given five minutes to present.

A. Exhibit 2: Evaluation Criteria & Scorecard

B. Exhibit 3: Brightview

Mr. Charbonneau presented the bid.

C. Exhibit 4: Duval Landscape Maintenance

Corey presented the bid. Discussion ensued regarding cost of irrigation and other discrepancies with the bid.

D. Exhibit 5: Greenery Inc., The

Mr. Grantham and Mr. Ward presented the bid.

E. Exhibit 6: Lawn Crafters

No representative was present.

F. Exhibit 7: Ruppert Landscape

Mr. Bretz presented the bid. Discussion ensued regarding onboarding plan and pine straw.

G. Exhibit 8: United Landscape Services

Mr. Rubin presented the bid. Discussion ensued regarding questions from the Board.

H. Exhibit 9: VerdeGo

No representative was present.

I. Exhibit 10: Yellowstone

No representative was present.

Mr. McGaffney and Supervisor Cervelli added further comments. Each Board member noted who their number one pick was, and further discussion ensued.

Ms. Henley provided a brief explanation of the next step to choosing the landscape vendor to enter a contract with before reading off Supervisor Cervelli's scores.

The scores were as follows:

1. Duval Landscape Maintenance – 86.10
2. Brightview – 82.84
3. United Landscape Services – 82.00
4. VerdeGo – 76.95
5. The Greenery – 75.49
6. Ruppert Landscape – 74.54
7. Lawn Crafters – 74.14
8. Yellowstone – 69.04

On a MOTION by Dr. Handler, SECONDED by Ms. Cohen, WITH Mr. Cervelli and Mr. Colin voting 'yay' and Mr. Smith voting 'nay', the Board approved the scores and ranking of firms as stated by Chairman Cervelli and directed District Staff to negotiate the terms for landscape and irrigation maintenance services with the number one ranked firm. In the event that negotiations with the top-ranked firm were unsuccessful, District Staff were directed to negotiate with the firm with the second highest score and so on until a satisfactory agreement was reached, and authorizing District Counsel to draft the final agreement and the Chairman to execute said agreement, for the Sweetwater Creek Community Development District.

The meeting recessed at approximately 5:35 p.m. and reconvened at approximately 5:37 p.m.

FIFTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 11: Consideration for Approval – The Minutes of the Board of Supervisor Regular Meeting Held on December 2, 2025

B. Exhibit 12: Consideration for Acceptance – The November 202 Unaudited Financial Statements

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

SIXTH ORDER OF BUSINESS – Staff Reports

A. Exhibit 13: Landscape Report

Mr. Woolridge presented the report and provided further updates.

B. District Engineer

Mr. Marcinel presented his report for the month and offered to look into the pavement issue at 415 Medio Dr. Discussion ensued.

C. District Counsel

Ms. Henley provided an update regarding the June meeting date and potentially rescheduling.

D. District Manager

Mr. McGaffney provided an update regarding the hog issue on resident property. Discussion ensued.

The meeting moved to the Seventh Order of Business – Business Items, at this time.

E. Exhibit 14: General Manager's Report

Ms. Gunia provided a brief update on the golf cart parking.

SEVENTH ORDER OF BUSINESS – Business Items

A. Presentation of Operations & Maintenance Assessment Methodology Materials

Discussion ensued.

1. Exhibit 15: O&M Engineer's Report

2. Exhibit 16: O&M Methodology Report

3. Exhibit 17: Consideration & Adoption of **Resolution 2026-05**, Approving an Engineer's Report & Assessment Methodology for Operations & Maintenance Special Assessments & Setting a Public Hearing Thereon

Public Hearing set for Thursday, March 5th at 4:00 p.m. at the World Golf Village Renaissance located at 500 S. Legacy Trail, St. Augustine, FL 32092.

On a MOTION by Mr. Smith, SECONDED by Mr. Colin, WITH ALL IN FAVOR, the Board adopted **Resolution 2026-05**, Approving an Engineer's Report & Assessment Methodology for Operations & Maintenance Special Assessments & Setting a Public Hearing Thereon, for the Sweetwater Creek Community Development District.

4. Exhibit 18: Draft Published & Mailed Notices of Public Hearing

The meeting moved back to Item E under the Sixth Order of Business – Staff Reports, at this time.

EIGHTH ORDER OF BUSINESS – Discussion Topics

A. Holiday Staffing

NINTH ORDER OF BUSINESS – Supervisors' Requests

There being none, the next item followed.

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

A resident discussed his concerns regarding the O&M Assessments and the current state of the landscaping. Discussion ensued.

ELEVENTH ORDER OF BUSINESS – Next Meeting Quorum Check: February 5 at 4:00PM and Public Hearing

All five Board members stated that they would be attending the next Board meeting on February 5 at 4:00 p.m.

TWELFTH ORDER OF BUSINESS – Adjournment

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

On a MOTION by Mr. Colin, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board adjourned the meeting at 6:05 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 February 5, 2026.

Signature

Signature

Printed Name

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 6

Sweetwater Creek

Community Development District

Financial Statements (unaudited)

December 31, 2025



Sweetwater Creek CDD
Balance Sheet
December 31, 2025

	General Fund	Capital Reserves Fund	Series 2019 Debt Service Fund	Capital Project Fund	Total
ASSETS:					
Cash:					
Operating Account	\$ 85,693	\$ 95,832	\$ -	\$ -	\$ 181,525
Operating Account - Amenity Account	\$ 43,515	-	-	-	43,515
Debit Card Account - Amenity	\$ -	-	-	-	-
POS Account - Amenity	\$ 2,827	-	-	-	2,827
Investments:					
State Board of Administration	\$ 7,383	389,213	-	-	396,596
U.S. Bank Custody Account	\$ 526,011	-	-	-	526,011
Debt Service Trust Accounts:		-	-	-	-
Series 2019:					
Revenue	\$ -	-	280,252	-	280,252
Reserve A1	\$ -	-	133,070	-	133,070
Reserve A2	\$ -	-	107,600	-	107,600
Prepayment	\$ -	-	100	-	100
Excess Revenue	\$ -	-	0	-	0
Construction	\$ -	-	-	41,161	41,161
Rebate	\$ -	-	56	-	56
Accounts Receivable	\$ -	-	-	-	-
Assessments Receivable	\$ -	-	-	-	-
Due from General Fund	\$ 51,802	100,000	-	-	151,802
Due from Amenity Fund	\$ 51,482	-	-	-	51,482
Due from Capital Reserve Fund	\$ 47,924	-	-	-	47,924
Due from Debt Service Fund	\$ 5,760	-	-	-	5,760
Due from Construction Fund	\$ 4,309	-	-	-	4,309
Due from Others	\$ 147	-	-	-	147
Prepaid	\$ 29,008	-	-	-	29,008
Deposits	\$ 36,002	-	-	-	36,002
TOTAL ASSETS:	891,863	585,045	521,077	41,161	2,039,147
LIABILITIES:					
Accounts Payable	77,693	1,472	-	-	79,165
Accrued Expenses Payable	-	-	-	-	-
Deferred Revenue from Assessments	-	-	-	-	-
Contracts Payable	-	-	-	-	-
Due to General Fund	51,482	47,924	5,760	4,309	109,475
Due to Amenity Fund	51,802	-	-	-	51,802
Due to Capital Reserve Fund	100,000	-	-	-	100,000
Due to Debt Service Fund	-	-	-	-	-
Due to Construction Fund	-	-	-	-	-
TOTAL LIABILITIES:	280,976	49,396	5,760	4,309	340,441
FUND BALANCES:					
Nonspendable:					
Prepaid	65,010	-	-	-	65,010
Restricted for:					
Debt Service	-	-	521,077	-	521,077
Assigned to:					
Reserves					-
Unassigned:	545,878	535,649	(5,760)	36,852	1,112,619
TOTAL FUND BALANCE:	610,887	535,649	515,317	36,852	1,698,705
TOTAL LIABILITIES & FUND BALANCE:	\$ 891,863	\$ 585,045	\$ 521,077	\$ 41,161	\$ 2,039,147

Sweetwater Creek CDD

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance For the period of October 1, 2025 through December 31, 2025

	Adopted Budget	Monthly Actual	Year-to-Date Actual	Year-to-Date Variance	Percentage Variance
REVENUES:					
Special Assessments (net)	\$ 1,981,623	\$ 301,745	\$ 477,848	\$ (1,503,775)	24.11%
Fitness Center Revenue	4,500	490	\$ 2,585	\$ (1,915)	57.44%
Interest/Miscellaneous	30,000	972	\$ 4,891	\$ (25,109)	16.30%
Cost Share : Marshall Creek	-	-	\$ -	\$ -	
Insurance Proceeds	-	-	\$ -	\$ -	
TOTAL REVENUES:	2,016,123	303,207	485,325	(1,530,798)	24.07%
EXPENDITURES:					
General & Administrative:					
Supervisors Fees	14,000	1,000	4,000	(10,000)	28.57%
Engineering Services	20,000	4,300	9,580	(10,420)	47.90%
Legal Services	65,000	8,860	22,080	(42,920)	33.97%
Auditing Services	3,800	-	-	(3,800)	0.00%
Assessment Administration	5,460	5,917	6,750	1,290	123.63%
Arbitrage Services	500	-	450	(50)	90.00%
Dissemination Agent	5,788	-	5,000	(788)	86.39%
Trustee Fees	4,139	-	3,143	(996)	75.93%
District Management	46,410	4,894	12,681	(33,730)	27.32%
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	46	133	(3,167)	4.04%
Insurance - Public Officials	5,400	-	5,486	86	101.59%
Copies	4,200	193	193	(4,007)	4.60%
Legal Advertising	2,000	348	886	(1,114)	44.32%
Miscellaneous	1,500	-	737	(763)	49.15%
Dues, Licenses & Subscriptions	175	-	175	-	100.00%
Cost Share Expense - Marshall Creek	100,000	-	-	(100,000)	0.00%
Total General & Administrative:	285,062	25,558	71,295	(213,767)	25.01%
Operations & Maintenance:					
Electric	82,500	6,032	18,549	(63,951)	22.48%
Insurance - General Liability	6,629	-	6,246	(383)	94.22%
Landscape Maintenance	300,014	26,295	76,863	(223,151)	25.62%
Landscape Improvements	50,000	1,700	8,080	(41,920)	16.16%
Mulch	50,000	212	2,862	(47,138)	5.72%
Lake Maintenance	25,469	2,122	6,367	(19,102)	25.00%
Fountain Maintenance	1,500	-	7,373	5,873	491.55%
Irrigations - R & M	50,000	2,750	4,206	(45,794)	8.41%
Storm Clean-up	10,000	-	-	(10,000)	0.00%
Field - R & M	36,000	-	2,054	(33,946)	5.70%
Tree Removals	14,000	-	2,500	(11,500)	17.86%
Tree Replacements	2,000	-	-	(2,000)	0.00%
Tree Pruning	17,000	-	10,145	(6,855)	59.68%
Streetlight Repair	2,250	-	-	(2,250)	0.00%

Sweetwater Creek CDD

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance For the period of October 1, 2025 through December 31, 2025

	Adopted Budget	Monthly Actual	Year-to-Date Actual	Year-to-Date Variance	Percentage Variance
Signage Repair	1,000	394	398	(603)	39.75%
Holiday Decorations	5,000	885	3,446	(1,554)	68.93%
Miscellaneous Field Supplies	3,500	-	80	(3,420)	2.28%
Total Operations & Maintenance:	656,862	40,389	149,168	(507,694)	22.71%
Amenities					
Administrative:					
Property & Casualty Insurance	43,933	285	41,902	(2,031)	95.38%
Automobile Insurance	-	-	1,424	1,424	
Facility Management - Cost Share	20,000	-	-	(20,000)	0.00%
Performance Incentive	10,000	-	10,000	-	100.00%
Information Technology	1,000	-	-	(1,000)	0.00%
Licenses & Permits	770	-	-	(770)	0.00%
Subscriptions & Memberships	2,040	219	739	(1,301)	36.20%
Training	500	-	-	(500)	0.00%
Office Supplies	2,500	75	300	(2,200)	11.99%
Office Equipment	2,500	85	760	(1,740)	30.42%
Telephone/Internet/TV	9,600	898	2,411	(7,189)	25.12%
Guardhouse - Internet/Telephone	2,000	150	449	(1,551)	22.47%
Field:					
Field Management	97,232	7,480	18,704	(78,528)	19.24%
Facility Management	291,523	25,884	74,826	(216,697)	25.67%
General Utilities	90,585	6,780	17,856	(72,729)	19.71%
Refuse Removal	9,600	974	2,839	(6,761)	29.58%
Security	41,857	3,428	10,382	(31,475)	24.80%
Janitorial Services	45,640	5,687	14,090	(31,550)	30.87%
Operating Supplies - Spa & Paper	4,000	159	1,073	(2,927)	26.83%
Operating Supplies - Uniforms	500	-	55	(445)	11.10%
Cleaning Supplies	10,000	68	691	(9,309)	6.91%
Landscape Maintenance & Improvements	50,000	(2,022)	7,419	(42,581)	14.84%
Gate - R & M	5,000	(1,439)	245	(4,755)	4.90%
Dog Park - R & M	6,000	176	326	(5,674)	5.43%
Park Mulch	5,000	-	3,600	(1,400)	72.00%
Miscellaneous Field Supplies	2,000	-	1,019	(981)	50.93%
Buildings - R & M	36,000	3,225	5,032	(30,968)	13.98%
Pest Control	1,800	84	251	(1,549)	13.94%
Pool Maintenance - Contract	20,442	-	-	(20,442)	0.00%
Pool - R & M	3,000	168	242	(2,758)	8.07%
Pool Chemicals	30,000	2,158	6,473	(23,527)	21.58%
Signage & Amenity Repairs	300	-	-	(300)	0.00%
Special Events	2,000	1,177	1,355	(645)	67.76%
Park - R & M	10,000	-	94	(9,906)	0.94%
Pickleball R & M	3,000	82	332	(2,668)	11.07%
Guardhouse Maintenance	2,500	-	-	(2,500)	0.00%
Playground - R & M	5,000	-	-	(5,000)	0.00%
Fitness:					
Outside Fitness	60,000	3,495	11,653	(48,348)	19.42%
Fitness Equipment - R & M	5,000	-	1,399	(3,601)	27.98%

Sweetwater Creek CDD

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance For the period of October 1, 2025 through December 31, 2025

	Adopted Budget	Monthly Actual	Year-to-Date Actual	Year-to-Date Variance	Percentage Variance
Fitness Equipment Rental	30,477	2,642	10,957	(19,520)	35.95%
Miniature Golf Course Maintenance	500	-	-	(500)	0.00%
Miscellaneous Fitness Supplies	4,000	3,265	5,509	1,509	137.73%
Capital Outlay - Machinery & Equipment	6,400	-	-	(6,400)	0.00%
Capital Outlay	-	-	-	-	
Total Amenities:	974,199	65,183	254,407	(719,792)	26.11%
Total Operations & Maintenance and Amenities	1,916,123	131,130	474,869	(1,441,254)	24.78%
Reserves					
Capital Reserve Transfer	100,000	-	100,000	-	100.00%
Total Reserves	100,000	-	100,000	-	100.00%
TOTAL EXPENDITURES & RESERVES:	2,016,123	131,130	574,869	(1,441,254)	28.51%
Revenues Over/(Under) Expenditures			(89,545)		
FUND BALANCE BEGINNING			700,432		
FUND BALANCE, ENDING			\$ 610,887		

Sweetwater Creek CDD

Capital Reserve Fund

Statement of Revenues, Expenditures and Changes in Fund Balance

For the period of October 1, 2025 through December 31, 2025

	Adopted Budget	Year-to-Date Actual	Year-to-Date Variance	Percentage Variance
REVENUES:				
Capital Reserve - Transfer In	\$ 100,000	\$ 100,000	\$ -	100.00%
Interest	10,000	4,036	\$ (5,964)	40.36%
TOTAL REVENUES:	110,000	104,036	(5,964)	94.58%
EXPENDITURES:				
Repair & Maintenance	93,210	22,537	(70,673)	24.18%
Other Current Charges	600	-	(600)	0.00%
Reserve Contribution	16,190	-	(16,190)	0.00%
TOTAL EXPENDITURES:	110,000	22,537	(87,463)	20.49%
Revenues Over/(Under) Expenditures	-	81,499	81,499	
FUND BALANCE BEGINNING		454,150		
Net Changes in fund balance		81,499		
FUND BALANCE, ENDING		\$ 535,649		

Capital Reserve Study

Description	FY 2026-Study
Reserve Beginning of Year	\$ 720,131
Contributions	315,000
Interest Income	16,621
Expenditures	93,210
Anticipated Balance	\$ 958,542

Capital Reserve - Actuals

Description	
Reserve Beginning of Year	\$ 454,150
Contributions	100,000
Interest Income	4,036
Expenditures	22,537
Anticipated Balance	\$ 535,649
Variance Reserve Study vs Actaul	\$ (422,893)

Sweetwater Creek CDD
Series 2019 Debt Service Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period of October 1, 2025 through December 31, 2025

	Adopted	Year-to-Date		Percentage
	Budget	Actual	Variance	Variance
REVENUES:				
Special Assessments- Tax Roll	\$ 734,966	\$ 177,229	\$ (557,736)	24.11%
Special Assessments- Prepayments	-	-	-	
Interest	-	4,159	4,159	
TOTAL REVENUES:	734,966	181,388	(553,577)	24.68%
EXPENDITURES:				
Series 2019-A1				
Principal Payments:				
05/01	365,000	-	(365,000)	0.00%
Interest Expense:				
11/01	77,766	77,766	(0)	100.00%
05/01	73,888	-	(73,888)	0.00%
Series 2019-A2				
Principal Payments:				
05/01	130,000	-	(130,000)	0.00%
Interest Expense:				
11/01	41,825	41,825	-	100.00%
05/01	39,550	-	(39,550)	0.00%
Total Debt Service:	728,029	119,591	(608,438)	16.43%
TOTAL EXPENDITURES:	728,029	119,591	(608,438)	16.43%
Revenues Over/(Under) Expenditures	6,937	61,798	54,861	890.89%
FUND BALANCE BEGINNING		453,519		
Net Changes in fund balance		61,798		
FUND BALANCE, ENDING		\$ 515,317		

Sweetwater Creek CDD
Capital Projects Fund - Series 2019
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period of October 1, 2025 through December 31, 2025

	Adopted	Year-to-Date	Year-to-Date	Percentage
	Budget	Actual	Variance	Variance
REVENUES:				
Interest	\$ -	\$ 948	\$ 948	
TOTAL REVENUES:	<u>-</u>	<u>948</u>	<u>948</u>	
 EXPENDITURES:				
Capital Outlay	-	61,082	61,082	
TOTAL EXPENDITURES:	<u>-</u>	<u>61,082</u>	<u>61,082</u>	
 Revenues Over/(Under) Expenditures	-	(60,135)	(60,135)	
 FUND BALANCE BEGINNING		96,987		
Net Changes in fund balance		(60,135)		
FUND BALANCE, ENDING		<u>\$ 36,852</u>		

Sweetwater Creek CDD
Statement of Revenues, Expenditures and Changes in Fund Balance
General Fund
FY26 Monthly Breakdown

[illegible]**EXPENDITURES:**

General & Administrative:

[illegible]

Operations & Maintenance:

[illegible]

Sweetwater Creek CDD
Statement of Revenues, Expenditures and Changes in Fund Balance
General Fund
FY26 Monthly Breakdown

[illegible]

Sweetwater Creek CDD
Statement of Revenues, Expenditures and Changes in Fund Balance
General Fund
FY26 Monthly Breakdown

[illegible]

Sweetwater CDD
Cash and Investment Report
December 31, 2025

GENERAL FUND

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating (GF)	Valley Bank	Checking Account - 1122	n/a	3.30%	\$ 90,604
Checking Account - Operating (AF)	Valley Bank	Checking Account - 4681	n/a	3.30%	44,285
Checking Account - POS (AF)	Valley Bank	Checking Account - 1819	n/a	3.30%	2,827
Subtotal					\$ 137,716
SBA Trust Fund	Florida Prime	Agency Account - 3520	n/a	3.99%	\$ 7,383
US Bank Custody	US Bank	Custody Account - 9000	n/a	3.50%	525,645
Subtotal					\$ 533,029
Total GF					\$ 663,361

CAPITAL RESERVE FUND

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating (CRF)	Truist	Checking Account - 7076	n/a	0.01%	\$ 95,832
SBA Trust Fund	Florida Prime	Agency Account - 3521	n/a	3.99%	\$ 389,213
Total CRF					\$ 485,045

DEBT SERVICE FUND

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2019a Revenue Account	US Bank		n/a	3.50%	\$ 280,252
Series 2019a-1 Reserve Account	US Bank		n/a	3.50%	133,070
Series 2019a-2 Reserve Account	US Bank		n/a	3.50%	107,600
Series 2019a Prepayment Account	US Bank		n/a	1.29%	100
Series 2019 Rebate Account	US Bank		n/a	3.50%	56
Total DS					\$ 521,077

CONSTRUCTION FUND

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2019 Rebate Account	US Bank		n/a	3.50%	\$ 41,161
Total CP					\$ 41,161
Total All Funds					\$ 1,710,645

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

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%

Date	Distribution	GF	2019 DS	Net Received
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
12/16/2025	Dist #4	139,296.11	51,663.64	190,959.75
12/24/2025	Dist #5	162,448.87	60,250.78	222,699.65
1/14/2026	Dist #6	1,332,208.61	494,103.84	\$1,826,312.45
1/26/2026	Interest	4,314.47	1,600.20	5,914.67
	Dist #7	-	-	-
	Dist #8	-	-	-
	Interest	-	-	-
	Dist #9	-	-	-
	Dist #10	-	-	-
	Total Assessments Collected	<u>1,814,371.33</u>	<u>672,933.53</u>	<u>2,487,304.86</u>
	Balance of Receivable	<u>167,251.67</u>	<u>62,032.10</u>	<u>229,283.77</u>
	Percent Collected	91.56%	91.56%	91.56%

Sweetwater CDD
Notes to Financial Statements
December 31, 2025

General Fund

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 - Due from Erin for personal use of district card

Prepays - Envera - prepaid service, Poolsure - Prepaid pool chemical contract (Jan-Dec)

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

Liabilities

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

Due To Other Funds - Assessments received and allocated to/from other funds. Also, an allocation of CFR & Capital expenses . Amenity Fund is dissolving.

Financial Overview / Highlights

> Total Non-Ad valorem special assessments are at 24.11% collected and total revenue is 24.07% of adopted budget.

> Total expenditures are 24.86% of adopted budget.

> Significant variances explained below.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Administrative</u>				
Supervisors Fees	14,000	4,000	28.57%	2 meeting in Oct
Engineering Services	20,000	9,580	47.90%	Mathews Design Group
Legal Services	65,000	22,080	33.97%	Killinski services
Assessment Administration	5,460	6,750	123.63%	\$5.5k for assessment methodology consultation
Arbitrage Services	500	450	90.00%	Annual service
Dissemination Agent	5,788	5,000	86.39%	Billed annually in October
Trustee Fees	4,139	3,143	75.93%	US Bank Trustee Fees for FY
Insurance - Public Officials	5,400	5,486	101.59%	Billed annually in October
Legal Advertising	2,000	886	44.32%	
Miscellaneous	1,500	737	49.15%	True Footage - Property evaluation
Dues, Licenses & Subscriptions	175	175	100.00%	Billed annually in October
<u>Operations & Maintenance:</u>				
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
Holiday Decorations	5,000	3,446	68.93%	Christmas décor
<u>Amenities Administrative</u>				
Administrative:				
Property & Casualty Insurance	43,933	41,902	95.38%	Billed annually in October
Automobile Insurance	-	1,424		Billed annually in October; Auto insurance not budgeted
Performance Incentive	10,000	10,000	100.00%	Employee incentives per board discretion
Field:				
Park Mulch	5,000	3,600	72.00%	Mulch installation - playground
Miscellaneous Field Supplies	2,000	1,019	50.93%	Misc tools & fuel
Special Events	2,000	1,355	67.76%	Employee holiday luncheon
Fitness Equipment - R & M	5,000	1,399	27.98%	Equipment repairs
Miscellaneous Fitness Supplies	4,000	5,509	137.73%	Exercise Equipment wipes

Sweetwater CDD
General Ledger Detail
December 2025

Type	Date	Num	Name	Memo	Debit	Credit	Balance
1101000 - Operating Account (Valley)							159,946.93
Bill Pmt -Check	12/08/2025	100043	Future Horizons, Inc.	Invoice: 92606 (Reference: Weed Control.)		2,122.44	157,824.49
Bill Pmt -Check	12/08/2025	100044	Gannett FL LocalIQ	Invoice: 0007454162 (Reference: Legal Advertising.)		341.28	157,483.21
Bill Pmt -Check	12/10/2025	100045	Taylor Tree Services Inc.	Invoice: 20885 (Reference: Tree Removal.)		1,250.00	156,233.21
Bill Pmt -Check	12/10/2025	100046	Vesta District Services	Invoice: 429727 (Reference: Assessment Methodology O&M. Check Stub Notes: O & M Assessment Meth...		6,500.00	149,733.21
Bill Pmt -Check	12/10/2025	100047	Matthews Design Group LLC	Invoice: 194333 (Reference: Engineering Services Nov 25.)		2,037.50	147,695.71
General Journal	12/10/2025	51		Transfer to Amenity Account		50,000.00	97,695.71
Bill Pmt -Check	12/16/2025	4528	Daniel L Colin	BOS Meeting 12/2/25		200.00	97,495.71
Bill Pmt -Check	12/16/2025	4529	John T Smith	BOS Meeting 12/2/25		200.00	97,295.71
Bill Pmt -Check	12/16/2025	4530	Kristen Cohen	BOS Meeting 12/2/25		200.00	97,095.71
Bill Pmt -Check	12/16/2025	4531	Ronald J Cervelli	BOS Meeting 12/2/25		200.00	96,895.71
Bill Pmt -Check	12/16/2025	4532	Stephen J Handler	BOS Meeting 12/2/25		200.00	96,695.71
Bill Pmt -Check	12/16/2025	121625ACH1	FPL	1802 N Loop PKWY #LGT Nov 7, 2025 to Dec 8, 2025		25.66	96,670.05
Bill Pmt -Check	12/16/2025	121625ACH2	FPL	97 Onda LN #IRR Nov 5, 2025 to Dec 4, 2025		25.75	96,644.30
Bill Pmt -Check	12/16/2025	121625ACH3	FPL	633 Giorieta Dr #IRR Nov 5, 2025 to Dec 4, 2025		29.93	96,614.37
Bill Pmt -Check	12/16/2025	121625ACH4	FPL	2064 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025		29.99	96,584.38
Bill Pmt -Check	12/16/2025	121625ACH5	FPL	43 Privado Ct #LITE Nov 5, 2025 to Dec 4, 2025		36.75	96,547.63
Bill Pmt -Check	12/16/2025	121625ACH6	FPL	537 Ensenada Dr. #IRR Nov 5, 2025 to Dec 4, 2025		44.09	96,503.54
Bill Pmt -Check	12/16/2025	121625ACH7	FPL	336 Rio Del Norte Road #IRR Nov 5, 2025 to Dec 4, 2025		48.77	96,454.77
Bill Pmt -Check	12/16/2025	121625ACH8	FPL	661 Ensenada Dr. #IRR Nov 5, 2025 to Dec 4, 2025		63.84	96,390.93
Bill Pmt -Check	12/16/2025	121625ACH9	FPL	711 Enrede LN Nov 5, 2025 to Dec 4, 2025		79.39	96,311.54
Bill Pmt -Check	12/16/2025	121625ACH10	FPL	166 Torcido Blvd #IRR Nov 5, 2025 to Dec 4, 2025		103.06	96,208.48
Bill Pmt -Check	12/16/2025	121625ACH11	FPL	2036 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025		112.69	96,095.79
Bill Pmt -Check	12/16/2025	121625ACH12	FPL	1329 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025		138.51	95,957.28
Bill Pmt -Check	12/16/2025	121625ACH13	FPL	1504 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025		150.53	95,806.75
Bill Pmt -Check	12/22/2025	122225ACH1	FPL	499 Ensenada Dr #IRR Nov 5, 2025 to Dec 4, 2025		25.66	95,781.09
Bill Pmt -Check	12/22/2025	122225ACH2	FPL	Streetlights # Palencia N PH Nov 7, 2025 to Dec 8, 2025		5,116.93	90,664.16
Bill Pmt -Check	12/23/2025	4533	Daniel L Colin	BOS Workshop 11/4/25		200.00	90,464.16
Bill Pmt -Check	12/23/2025	4534	John T Smith	BOS Workshop 11/4/25		200.00	90,264.16
Bill Pmt -Check	12/23/2025	4535	Kristen Cohen	BOS Workshop 11/4/25		200.00	90,064.16
Bill Pmt -Check	12/23/2025	4536	Ronald J Cervelli	BOS Workshop 11/4/25		200.00	89,864.16
Bill Pmt -Check	12/23/2025	4537	Stephen J Handler	BOS Workshop 11/4/25		200.00	89,664.16
Bill Pmt -Check	12/23/2025	100048	Vesta District Services	Invoice: 430002 (Reference: Management Fees Dec 25.)		4,310.17	85,353.99
Deposit	12/31/2025			Interest	339.49		85,693.48
Total 1101000 - Operating Account (Valley)					339.49	74,592.94	85,693.48
1101005 - Amenity OP Account							117,341.20
Bill Pmt -Check	12/01/2025	400028	Duval Landscape Maintenance	Reference: Landscape Maintenance Dec 25.		26,295.00	91,046.20
Bill Pmt -Check	12/02/2025	3173	Angella Bascom			105.00	90,941.20
Bill Pmt -Check	12/02/2025	3174	Diane Stoever	5 Classes @ \$40.00		200.00	90,741.20
Bill Pmt -Check	12/02/2025	3175	Eliana Roque	8 Classes @ \$40.00		320.00	90,421.20
Bill Pmt -Check	12/02/2025	3176	Erin Heaton	2 Classes @ \$35.00		70.00	90,351.20
Bill Pmt -Check	12/02/2025	3177	Heather Rebella	1 Class @ \$35.00		35.00	90,316.20
Bill Pmt -Check	12/02/2025	3178	Josie Carleton	1 Class @ \$35.00		35.00	90,281.20
Bill Pmt -Check	12/02/2025	3179	Katherine Roy	1 Class @ \$35.00		35.00	90,246.20
Bill Pmt -Check	12/02/2025	3180	Lina Hermez	9 Classes @ \$40.00 & 2 Classes @ \$25.00		410.00	89,836.20
Bill Pmt -Check	12/02/2025	3181	Madeline Rivera	2 Classes @ \$35.00		35.00	89,801.20
Bill Pmt -Check	12/02/2025	3182	Marilyn J Costanzo	1 Class @ \$35.00		35.00	89,766.20

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Bill Pmt -Check	12/02/2025	3183	Miranda Bulger	6 Classes @ \$35.00 & 2 half hour classes @ \$17.50	245.00	89,521.20
Bill Pmt -Check	12/02/2025	3184	Patricia Scott	3 Classes @ \$35.00	105.00	89,416.20
Bill Pmt -Check	12/02/2025	3185	Ronald C. Cullum	3 Classes @ \$35.00	105.00	89,311.20
Bill Pmt -Check	12/02/2025	3186	Tiffany Cunningham	4 Classes @ \$35.00	140.00	89,171.20
Bill Pmt -Check	12/02/2025	120225ACH1	TECO	1865 N LOOP PKWY Oct 07, 2025 - Nov 06, 2025	76.24	89,094.96
Bill Pmt -Check	12/04/2025	120425ACH1	Turner Pest Control	Reference: Pest Control.	83.63	89,011.33
Bill Pmt -Check	12/05/2025	120525ACH1	Comcast	1865 N. Loop Parkway Nov 15, 2025 - Dec 14, 2025	756.64	88,254.69
Bill Pmt -Check	12/05/2025	120525ACH2	Florida Natural Gas	1865 NORTH LOOP PARKWAY 10/6/25 - 11/6/25	17.06	88,237.63
Bill Pmt -Check	12/08/2025	400030	Envera	Invoice: 762787 (Reference: Security Monitoring.)	3,428.05	84,809.58
Bill Pmt -Check	12/08/2025	400031	Lloyds Exercise Equipment LLC	Invoice: H480-107 (Reference: Fitness Center Wipes.)	1,300.00	83,509.58
Bill Pmt -Check	12/08/2025	400029	Poolsure	Reference: Prepaid Jan - Dec 26.	25,579.78	57,929.80
Bill Pmt -Check	12/09/2025	3187	Angella Bascom	2 Classes @ \$35.00	70.00	57,859.80
Bill Pmt -Check	12/09/2025	3188	Caryn Register	1 Class @ \$35.00	35.00	57,824.80
Bill Pmt -Check	12/09/2025	3189	Diane Stoeve	3 Classes @ \$40.00	120.00	57,704.80
Bill Pmt -Check	12/09/2025	3190	Eliana Roque	4 Classes @ \$40.00	160.00	57,544.80
Bill Pmt -Check	12/09/2025	3191	Josie Carleton	1 Class @ \$35.00	35.00	57,509.80
Bill Pmt -Check	12/09/2025	3192	Katherine Roy	1 Class @ \$35.00	35.00	57,474.80
Bill Pmt -Check	12/09/2025	3193	Lina Hermez	11 Classes @ \$40.00 & 2 Classes @ \$25.00	490.00	56,984.80
Bill Pmt -Check	12/09/2025	3194	Madeline Rivera	2 Classes @ \$35.00	70.00	56,914.80
Bill Pmt -Check	12/09/2025	3195	Marilyn J Costanzo	1 Class @ \$35.00	35.00	56,879.80
Bill Pmt -Check	12/09/2025	3196	Patricia Scott	6 Classes @ \$35.00	210.00	56,669.80
Bill Pmt -Check	12/09/2025	3197	Tiffany Cunningham	4 Classes @ \$35.00	140.00	56,529.80
Bill Pmt -Check	12/09/2025	120925ACH1	Republic Services #687	1865 N Loop Pkwy 12/1/25 - 12/31/25	935.12	55,594.68
Bill Pmt -Check	12/10/2025	3198	Aristides Beaton	1 Class @ \$35.00	35.00	55,559.68
Bill Pmt -Check	12/10/2025	3199	Miranda Bulger	6 Classes @ \$35.00 & 2 half hour classes @ \$17.50	245.00	55,314.68
Bill Pmt -Check	12/10/2025	400032	Vesta Property Services	Invoice: 429818 (Reference: Management Fees Nov 25.) Invoice: 429956 (Reference: Billable Exp...	35,353.76	19,960.92
Bill Pmt -Check	12/10/2025	400033	Poolsure	Invoice: 131295633167-1 (Reference: Water Management Dec 25. Check Stub Notes: December 2025 In...	2,157.54	17,803.38
General Journal	12/10/2025	51		Transfer to Amenity Account	50,000.00	67,803.38
Bill Pmt -Check	12/16/2025	121625ACH1	FPL	491 Ensenada Dr #Park Nov 5, 2025 to Dec 4, 2025	36.49	67,766.89
Bill Pmt -Check	12/16/2025	121625ACH2	FPL	1187 Las Calinas Blvd #LITE Nov 5, 2025 to Dec 4, 2025	191.01	67,575.88
Bill Pmt -Check	12/17/2025	3200	Egis Insurance Advisors, LLC	Insurance Policy #100125522 10/1/25 - 10/1/26 Add Artificial Turf	285.00	67,290.88
Bill Pmt -Check	12/17/2025	400034	Chairman's Enterprises, LLC	Invoice: 1283 (Reference: Airbike Lease.) Invoice: 1280 (Reference: Airbike Lease.) Invoic...	307.92	66,982.96
Bill Pmt -Check	12/17/2025	400035	Lloyds Exercise Equipment LLC		2,600.00	64,382.96
Deposit	12/19/2025			Deposit	150.03	64,532.99
Bill Pmt -Check	12/19/2025	121925ACH1	St. Johns County Utility Department	491 ENSENADA DR 10/16/25 - 11/18/25	16.11	64,516.88
Bill Pmt -Check	12/19/2025	121925ACH2	St. Johns County Utility Department	1187 LAS CALINAS BLVD GUARDHOUSE 10/16/25 - 11/18/25	35.05	64,481.83
Bill Pmt -Check	12/19/2025	121925ACH3	St. Johns County Utility Department	1865 N LOOP PKWY 10/16/25 - 11/18/25	1,857.12	62,624.71
Bill Pmt -Check	12/22/2025	122225ACH1	FPL	1865 N Loop Pkwy Nov 7, 2025 to Dec 8, 2025	4,464.78	58,159.93
Bill Pmt -Check	12/23/2025	3201	Angella Bascom	2 Classes @ \$35.00	70.00	58,089.93
Bill Pmt -Check	12/23/2025	3202	Diane Stoeve	6 Classes @ \$40.00	240.00	57,849.93
Bill Pmt -Check	12/23/2025	3203	Eliana Roque	8 Classes @ \$40.00	320.00	57,529.93
Bill Pmt -Check	12/23/2025	3204	Erin Heaton	2 Classes @ \$35.00	70.00	57,459.93
Bill Pmt -Check	12/23/2025	3205	Heather Rebella	1 Class @ \$35.00	35.00	57,424.93
Bill Pmt -Check	12/23/2025	3206	Katherine Roy	2 Class @ \$35.00	70.00	57,354.93
Bill Pmt -Check	12/23/2025	3207	Lina Hermez	10 Classes @ \$40.00 & 2 Classes @ \$25.00	450.00	56,904.93
Bill Pmt -Check	12/23/2025	3208	Miranda Bulger	6 Classes @ \$35.00 & 2 half hour classes @ \$17.50	245.00	56,659.93
Bill Pmt -Check	12/23/2025	3209	Patricia Scott	2 Classes @ \$35.00	70.00	56,589.93
Bill Pmt -Check	12/23/2025	3210	Ronald C. Cullum	VOID: 4 Classes @ \$35.00 Wrong amount	0.00	56,589.93

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Bill Pmt -Check	12/23/2025	3211	Tiffany Cunningham	3 Classes @ \$35.00	105.00	56,484.93
Bill Pmt -Check	12/23/2025	3212	Ronald C. Cullum	4 Classes @ \$35.00	140.00	56,344.93
Bill Pmt -Check	12/26/2025	122625ACH2	AT&T	Guardhouse Telephone Dec 02 - Nov 01	149.80	56,195.13
Bill Pmt -Check	12/26/2025	122625ACH1	Valley Bank Credit Card	Various Purchases	10,295.63	45,899.50
Bill Pmt -Check	12/30/2025	123025ACH1	Geneva Capital LLC	Fitness Equipment 12/25	2,539.71	43,359.79
Bill Pmt -Check	12/31/2025	123125ACH1	TECO	1865 N LOOP PKWY Nov 07, 2025 - Dec 08, 2025	78.28	43,281.51
Deposit	12/31/2025			Interest	233.87	43,515.38
General Journal	12/31/2025	52		Payment due from CRF	4,482.33	47,997.71
General Journal	12/31/2025	52		Payment due from CRF	4,482.33	43,515.38
General Journal	12/31/2025	53		Payment due from CRF	6.30	43,521.68
General Journal	12/31/2025	53		Payment due from CRF	6.30	43,515.38
General Journal	12/31/2025	54		Reclass AF to GF - AF has been dissolved	1,481.81	44,997.19
General Journal	12/31/2025	54		Reclass AF to GF - AF has been dissolved		43,515.38
Total 1101005 · Amenity OP Account					56,354.34	43,515.38
1101010 · Debit Card Account						0.00
Total 1101010 · Debit Card Account						0.00
1101015 · SBA (GF)						7,358.43
Deposit	12/31/2025			Interest	24.92	7,383.35
Total 1101015 · SBA (GF)					24.92	7,383.35
1101020 · U.S. Bank Custody Account						229,660.23
Deposit	12/16/2025			Deposit	136,637.07	366,297.30
Deposit	12/24/2025			Deposit	159,347.86	525,645.16
Deposit	12/31/2025			Interest	365.93	526,011.09
Total 1101020 · U.S. Bank Custody Account					296,350.86	526,011.09
1101025 · POS Account						2,329.65
Deposit	12/31/2025			Deposit	490.00	2,819.65
Deposit	12/31/2025			Interest	7.39	2,827.04
Total 1101025 · POS Account					497.39	2,827.04
2101000 · Operating Account (Trust)						95,831.17
Deposit	12/31/2025			Interest	0.81	95,831.98
Total 2101000 · Operating Account (Trust)					0.81	95,831.98
2101015 · SBA (CRF)						387,900.10
Deposit	12/31/2025			Interest	1,313.02	389,213.12
Total 2101015 · SBA (CRF)					1,313.02	389,213.12
3101000 · DS 2019 A-1 Reserve						133,069.53
Transfer	12/02/2025			Funds Transfer	409.75	132,659.78
Deposit	12/31/2025			Interest	409.75	133,069.53
Total 3101000 · DS 2019 A-1 Reserve					409.75	133,069.53
3101001 · DS 2019 A-2 Reserve						107,600.00
Transfer	12/31/2025			Funds Transfer	331.33	107,268.67
Deposit	12/31/2025			Interest	331.33	107,600.00
Total 3101001 · DS 2019 A-2 Reserve					331.33	107,600.00
3101002 · DS 2019 Revenue						161,436.77
Transfer	12/02/2025			Funds Transfer	409.75	161,846.52
Transfer	12/02/2025			Funds Transfer	0.12	161,846.64
Deposit	12/24/2025			Deposit	63,351.79	225,198.43
Deposit	12/24/2025			Deposit	54,322.68	279,521.11
Transfer	12/31/2025			Funds Transfer	331.33	279,852.44

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Deposit	12/31/2025		Interest	399.39		280,251.83
Total 3101002 · DS 2019 Revenue				118,815.06	0.00	280,251.83
3101003 · DS 2019 Prepayment						100.00
Transfer	12/02/2025		Funds Transfer		0.12	99.88
Deposit	12/31/2025		Interest	0.12		100.00
Total 3101003 · DS 2019 Prepayment				0.12	0.12	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						55.46
Deposit	12/31/2025		Interest	0.17		55.63
Total 3101009 · DS 2019 Rebate				0.17	0.00	55.63
4101000 · DS 2019 A&C						40,889.87
Deposit	12/31/2025		Interest	271.50		41,161.37
Total 4101000 · DS 2019 A&C				271.50	0.00	41,161.37
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 - Excess						0.00
Total 1120002 · Assessments Receivable - Excess						0.00
1131000 · Due From General Fund						151,801.74
Total 1131000 · Due From General Fund						151,801.74
1131001 · Due from Amenity						0.00
General Journal	12/10/2025	51	Transfer to Amenity Account	50,000.00		50,000.00
General Journal	12/31/2025	54	Reclass AF to GF - AF has been dissolved	1,481.81		51,481.81
Total 1131001 · Due from Amenity				51,481.81	0.00	51,481.81
1131002 · Due from Capital Reserve						41,996.99
General Journal	12/31/2025	52	Payment due from CRF	4,482.33		46,479.32
General Journal	12/31/2025	53	Payment due from CRF	6.30		46,485.62
Total 1131002 · Due from Capital Reserve				4,488.63	0.00	46,485.62
1131003 · Due from Debt Service						0.00
General Journal	12/16/2025	49	Correct Allocation for Tax Distribution #5	2,659.04		2,659.04
General Journal	12/24/2025	50	Correct Allocation for Tax Distribution #6	3,101.01		5,760.05
Total 1131003 · Due from Debt Service				5,760.05	0.00	5,760.05
1131004 · Due from Capital Projects						0.00
General Journal	12/31/2025	55	Furniture for Bocce Ball Courts - Valley Credit Card	778.00		778.00
General Journal	12/31/2025	55	Furniture for Bocce Ball Courts - Valley Credit Card	3,390.00		4,168.00
General Journal	12/31/2025	55	Umbrellas for Bocce Ball furniture - Valley Credit Card	140.97		4,308.97
Total 1131004 · Due from Capital Projects				4,308.97	0.00	4,308.97
1131010 · Due from Others						184.52

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Deposit	12/19/2025	2699		Personal Purchases- Erin		150.03	34.49
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Over limit Fee	100.00		134.49
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	SP Kitsch	12.15		146.64
Total 1131010 · Due from Others					112.15	150.03	146.64
12100 · Inventory Asset							0.00
Total 12100 · Inventory Asset							0.00
1550000 · Prepaid Expenses							3,428.05
Bill	12/01/2025	131295632510	Poolsure	Jan - Sept 2026	19,184.83		22,612.88
Bill	12/01/2025	131295632510	Poolsure	Oct - Dec 2026	6,394.95		29,007.83
Total 1550000 · Prepaid Expenses					25,579.78	0.00	29,007.83
1560000 · Deposits							36,001.67
Total 1560000 · Deposits							36,001.67
1202000 · Accounts Payable							-60,936.72
Bill	12/01/2025	33515	Duval Landscape Maintenance	Reference: Landscape Maintenance Dec 25.		26,295.00	-87,231.72
Bill Pmt -Check	12/01/2025	400028	Duval Landscape Maintenance	Reference: Landscape Maintenance Dec 25.	26,295.00		-60,936.72
Bill	12/01/2025	131295632510	Poolsure	Reference: Prepaid Jan - Dec 26.		25,579.78	-86,516.50
Bill	12/01/2025	H480-107	Lloyds Exercise Equipment LLC	Reference: Fitness Center Wipes.		1,300.00	-87,816.50
Bill	12/01/2025	762787	Envera	Reference: Security Monitoring.		3,428.05	-91,244.55
Bill	12/01/2025	429727	Vesta District Services	Reference: Assessment Methodology O&M. Check Stub Notes: O & M Assessment Methodology.		6,500.00	-97,744.55
Bill	12/01/2025	131295633167-1	Poolsure	Reference: Water Management Dec 25. Check Stub Notes: December 2025 Invoice.		2,157.54	-99,902.09
Bill	12/01/2025	1283	Chairman's Enterprises, LLC	Reference: Airbike Lease.		102.64	-100,004.73
Bill	12/01/2025	335341682 12/25	AT&T	Guardhouse Telephone Dec 02 - Nov 01		149.80	-100,154.53
Bill	12/01/2025	430002	Vesta District Services	Reference: Management Fees Dec 25.		4,310.17	-104,464.70
Bill Pmt -Check	12/02/2025	3173	Angella Bascom		105.00		-104,359.70
Bill Pmt -Check	12/02/2025	3174	Diane Stoever	5 Classes @ \$40.00	200.00		-104,159.70
Bill Pmt -Check	12/02/2025	3175	Eliana Roque	8 Classes @ \$40.00	320.00		-103,839.70
Bill Pmt -Check	12/02/2025	3176	Erin Heaton	2 Classes @ \$35.00	70.00		-103,769.70
Bill Pmt -Check	12/02/2025	3177	Heather Rebella	1 Class @ \$35.00	35.00		-103,734.70
Bill Pmt -Check	12/02/2025	3178	Josie Carleton	1 Class @ \$35.00	35.00		-103,699.70
Bill Pmt -Check	12/02/2025	3179	Katherine Roy	1 Class @ \$35.00	35.00		-103,664.70
Bill Pmt -Check	12/02/2025	3180	Lina Hermez	9 Classes @ \$40.00 & 2 Classes @ \$25.00	410.00		-103,254.70
Bill Pmt -Check	12/02/2025	3181	Madeline Rivera	2 Classes @ \$35.00	35.00		-103,219.70
Bill Pmt -Check	12/02/2025	3182	Marilyn J Costanzo	1 Class @ \$35.00	35.00		-103,184.70
Bill Pmt -Check	12/02/2025	3183	Miranda Bulger	6 Classes @ \$35.00 & 2 half hour classes @ \$17.50	245.00		-102,939.70
Bill Pmt -Check	12/02/2025	3184	Patricia Scott	3 Classes @ \$35.00	105.00		-102,834.70
Bill Pmt -Check	12/02/2025	3185	Ronald C. Cullum	3 Classes @ \$35.00	105.00		-102,729.70
Bill Pmt -Check	12/02/2025	3186	Tiffany Cunningham	4 Classes @ \$35.00	140.00		-102,589.70
Bill Pmt -Check	12/02/2025	120225ACH1	TECO	1865 N LOOP PKWY Oct 07, 2025 - Nov 06, 2025	76.24		-102,513.46
Bill	12/02/2025	621497128	Turner Pest Control	Reference: Pest Control.		83.63	-102,597.09
Bill Pmt -Check	12/04/2025	120425ACH1	Turner Pest Control	Reference: Pest Control.	83.63		-102,513.46
Bill	12/04/2025	10583 12.25	FPL	1329 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025		138.51	-102,651.97
Bill	12/04/2025	20281 12.25	FPL	1504 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025		150.53	-102,802.50
Bill	12/04/2025	37392 12.25	FPL	661 Ensenada Dr. #IRR Nov 5, 2025 to Dec 4, 2025		63.84	-102,866.34
Bill	12/04/2025	44154 12.25	FPL	499 Ensenada Dr #IRR Nov 5, 2025 to Dec 4, 2025		25.66	-102,892.00
Bill	12/04/2025	47285 12.25	FPL	336 Rio Del Norte Road #IRR Nov 5, 2025 to Dec 4, 2025		48.77	-102,940.77
Bill	12/04/2025	97256 12.25	FPL	2036 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025		112.69	-103,053.46
Bill	12/04/2025	56253 12.25	FPL	2064 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025		29.99	-103,083.45
Bill	12/04/2025	61314 12.25	FPL	537 Ensenada Dr. #IRR Nov 5, 2025 to Dec 4, 2025		44.09	-103,127.54

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Bill	12/04/2025	69248 12.25	FPL	166 Torcido Blvd #IRR Nov 5, 2025 to Dec 4, 2025		103.06	-103,230.60
Bill	12/04/2025	70401 12.25	FPL	633 Glorieta Dr #IRR Nov 5, 2025 to Dec 4, 2025		29.93	-103,260.53
Bill	12/04/2025	71537 12.25	FPL	43 Privado Ct #LITE Nov 5, 2025 to Dec 4, 2025		36.75	-103,297.28
Bill	12/04/2025	79354 12.25	FPL	97 Onda LN #IRR Nov 5, 2025 to Dec 4, 2025		25.75	-103,323.03
Bill	12/04/2025	73535 12.25	FPL	1187 Las Calinas Blvd #LITE Nov 5, 2025 to Dec 4, 2025		191.01	-103,514.04
Bill	12/04/2025	83257 12.25	FPL	711 Enrede LN Nov 5, 2025 to Dec 4, 2025		79.39	-103,593.43
Bill	12/04/2025	88413 12.25	FPL	491 Ensenada Dr #Park Nov 5, 2025 to Dec 4, 2025		36.49	-103,629.92
Bill	12/05/2025	194333	Matthews Design Group LLC	Reference: Engineering Services Nov 25.		2,037.50	-105,667.42
Bill Pmt -Check	12/05/2025	120525ACH1	Comcast	1865 N. Loop Parkway Nov 15, 2025 - Dec 14, 2025	756.64		-104,910.78
Bill Pmt -Check	12/05/2025	120525ACH2	Florida Natural Gas	1865 NORTH LOOP PARKWAY 10/6/25 - 11/6/25	17.06		-104,893.72
Bill	12/05/2025	194335	Matthews Design Group LLC	Reference: Engineering Services Nov 25.		1,775.00	-106,668.72
Bill	12/05/2025	194334	Matthews Design Group LLC	Reference: Engineering Services Nov 25.		487.50	-107,156.22
Bill Pmt -Check	12/08/2025	100043	Future Horizons, Inc.	Invoice: 92606 (Reference: Weed Control.)	2,122.44		-105,033.78
Bill Pmt -Check	12/08/2025	100044	Gannett FL LocalIQ	Invoice: 0007454162 (Reference: Legal Advertising.)	341.28		-104,692.50
Bill Pmt -Check	12/08/2025	400030	Envera	Invoice: 762787 (Reference: Security Monitoring.)	3,428.05		-101,264.45
Bill Pmt -Check	12/08/2025	400031	Lloyds Exercise Equipment LLC	Invoice: H480-107 (Reference: Fitness Center Wipes.)	1,300.00		-99,964.45
Bill Pmt -Check	12/08/2025	400029	Poolsure	Reference: Prepaid Jan - Dec 26.	25,579.78		-74,384.67
Bill	12/08/2025	07163 12.25	FPL	Streetlights # Palencia N PH Nov 7, 2025 to Dec 8, 2025		5,116.93	-79,501.60
Bill	12/08/2025	47441 12.25	FPL	1865 N Loop Pkwy Nov 7, 2025 to Dec 8, 2025		4,464.78	-83,966.38
Bill	12/08/2025	58332 12.25	FPL	1802 N Loop PKWY #LGT Nov 7, 2025 to Dec 8, 2025		25.66	-83,992.04
Bill	12/09/2025	120925	Angella Bascom	2 Classes @ \$35.00		70.00	-84,062.04
Bill	12/09/2025	120925	Josie Carleton	1 Class @ \$35.00		35.00	-84,097.04
Bill	12/09/2025	120925	Marilyn J Costanzo	1 Class @ \$35.00		35.00	-84,132.04
Bill	12/09/2025	120925	Tiffany Cunningham	4 Classes @ \$35.00		140.00	-84,272.04
Bill	12/09/2025	120925	Lina Hermez	11 Classes @ \$40.00 & 2 Classes @ \$25.00		490.00	-84,762.04
Bill	12/09/2025	120925	Katherine Roy	1 Class @ \$35.00		35.00	-84,797.04
Bill	12/09/2025	120925	Madeline Rivera	2 Classes @ \$35.00		70.00	-84,867.04
Bill	12/09/2025	120925	Eliana Roque	4 Classes @ \$40.00		160.00	-85,027.04
Bill	12/09/2025	120925	Patricia Scott	6 Classes @ \$35.00		210.00	-85,237.04
Bill	12/09/2025	120925	Diane Stoever	3 Classes @ \$40.00		120.00	-85,357.04
Bill	12/09/2025	120925	Caryn Register	1 Class @ \$35.00		35.00	-85,392.04
Bill Pmt -Check	12/09/2025	3187	Angella Bascom	2 Classes @ \$35.00	70.00		-85,322.04
Bill Pmt -Check	12/09/2025	3188	Caryn Register	1 Class @ \$35.00	35.00		-85,287.04
Bill Pmt -Check	12/09/2025	3189	Diane Stoever	3 Classes @ \$40.00	120.00		-85,167.04
Bill Pmt -Check	12/09/2025	3190	Eliana Roque	4 Classes @ \$40.00	160.00		-85,007.04
Bill Pmt -Check	12/09/2025	3191	Josie Carleton	1 Class @ \$35.00	35.00		-84,972.04
Bill Pmt -Check	12/09/2025	3192	Katherine Roy	1 Class @ \$35.00	35.00		-84,937.04
Bill Pmt -Check	12/09/2025	3193	Lina Hermez	11 Classes @ \$40.00 & 2 Classes @ \$25.00	490.00		-84,447.04
Bill Pmt -Check	12/09/2025	3194	Madeline Rivera	2 Classes @ \$35.00	70.00		-84,377.04
Bill Pmt -Check	12/09/2025	3195	Marilyn J Costanzo	1 Class @ \$35.00	35.00		-84,342.04
Bill Pmt -Check	12/09/2025	3196	Patricia Scott	6 Classes @ \$35.00	210.00		-84,132.04
Bill Pmt -Check	12/09/2025	3197	Tiffany Cunningham	4 Classes @ \$35.00	140.00		-83,992.04
Bill Pmt -Check	12/09/2025	120925ACH1	Republic Services #687	1865 N Loop Pkwy 12/1/25 - 12/31/25	935.12		-83,056.92
Bill	12/09/2025	64589 12/25	TECO	1865 N LOOP PKWY Nov 07, 2025 - Dec 08, 2025		78.28	-83,135.20
Bill	12/10/2025	120925	Aristides Beaton	1 Class @ \$35.00		35.00	-83,170.20
Bill	12/10/2025	120925	Miranda Bulger	6 Classes @ \$35.00 & 2 half hour classes @ \$17.50		245.00	-83,415.20
Bill Pmt -Check	12/10/2025	3198	Aristides Beaton	1 Class @ \$35.00	35.00		-83,380.20
Bill Pmt -Check	12/10/2025	3199	Miranda Bulger	6 Classes @ \$35.00 & 2 half hour classes @ \$17.50	245.00		-83,135.20

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Bill Pmt -Check	12/10/2025	400032	Vesta Property Services	Invoice: 429818 (Reference: Management Fees Nov 25.) Invoice: 429956 (Reference: I	35,353.76		-47,781.44
Bill Pmt -Check	12/10/2025	100045	Taylor Tree Services Inc.	Invoice: 20885 (Reference: Tree Removal.)	1,250.00		-46,531.44
Bill Pmt -Check	12/10/2025	100046	Vesta District Services	Invoice: 429727 (Reference: Assessment Methodology O&M. Check Stub Notes: O & M	6,500.00		-40,031.44
Bill Pmt -Check	12/10/2025	100047	Matthews Design Group LLC	Invoice: 194333 (Reference: Engineering Services Nov 25.)	2,037.50		-37,993.94
Bill Pmt -Check	12/10/2025	400033	Poolsure	Invoice: 131295633167-1 (Reference: Water Management Dec 25. Check Stub Notes: D	2,157.54		-35,836.40
Bill	12/11/2025	1274272 12.25	Comcast	1865 N. Loop Parkway Dec 15, 2025 - Jan 14, 2026		898.06	-36,734.46
Bill	12/11/2025	31159	Egis Insurance Advisors, LLC	Insurance Policy #100125522 10/1/25 - 10/1/26 Add Artificial Turf		285.00	-37,019.46
Bill	12/12/2025	110427 12.25	Florida Natural Gas	1865 NORTH LOOP PARKWAY 11/6/25 - 12/8/25		20.64	-37,040.10
Bill	12/16/2025	120225	Ronald J Cervelli	BOS Meeting 12/2/25		200.00	-37,240.10
Bill	12/16/2025	120225	John T Smith	BOS Meeting 12/2/25		200.00	-37,440.10
Bill	12/16/2025	120225	Stephen J Handler	BOS Meeting 12/2/25		200.00	-37,640.10
Bill	12/16/2025	120225	Daniel L Colin	BOS Meeting 12/2/25		200.00	-37,840.10
Bill	12/16/2025	120225	Kristen Cohen	BOS Meeting 12/2/25		200.00	-38,040.10
Bill Pmt -Check	12/16/2025	4528	Daniel L Colin	BOS Meeting 12/2/25	200.00		-37,840.10
Bill Pmt -Check	12/16/2025	4529	John T Smith	BOS Meeting 12/2/25	200.00		-37,640.10
Bill Pmt -Check	12/16/2025	4530	Kristen Cohen	BOS Meeting 12/2/25	200.00		-37,440.10
Bill Pmt -Check	12/16/2025	4531	Ronald J Cervelli	BOS Meeting 12/2/25	200.00		-37,240.10
Bill Pmt -Check	12/16/2025	4532	Stephen J Handler	BOS Meeting 12/2/25	200.00		-37,040.10
Bill Pmt -Check	12/16/2025	121625ACH1	FPL	1802 N Loop PKWY #LGT Nov 7, 2025 to Dec 8, 2025	25.66		-37,014.44
Bill Pmt -Check	12/16/2025	121625ACH2	FPL	97 Onda LN #IRR Nov 5, 2025 to Dec 4, 2025	25.75		-36,988.69
Bill Pmt -Check	12/16/2025	121625ACH3	FPL	633 Glorieta Dr #IRR Nov 5, 2025 to Dec 4, 2025	29.93		-36,958.76
Bill Pmt -Check	12/16/2025	121625ACH4	FPL	2064 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025	29.99		-36,928.77
Bill Pmt -Check	12/16/2025	121625ACH5	FPL	43 Privado Ct #LITE Nov 5, 2025 to Dec 4, 2025	36.75		-36,892.02
Bill Pmt -Check	12/16/2025	121625ACH6	FPL	537 Ensenada Dr. #IRR Nov 5, 2025 to Dec 4, 2025	44.09		-36,847.93
Bill Pmt -Check	12/16/2025	121625ACH7	FPL	336 Rio Del Norte Road #IRR Nov 5, 2025 to Dec 4, 2025	48.77		-36,799.16
Bill Pmt -Check	12/16/2025	121625ACH8	FPL	661 Ensenada Dr. #IRR Nov 5, 2025 to Dec 4, 2025	63.84		-36,735.32
Bill Pmt -Check	12/16/2025	121625ACH9	FPL	711 Enrede LN Nov 5, 2025 to Dec 4, 2025	79.39		-36,655.93
Bill Pmt -Check	12/16/2025	121625ACH10	FPL	166 Torcido Blvd #IRR Nov 5, 2025 to Dec 4, 2025	103.06		-36,552.87
Bill Pmt -Check	12/16/2025	121625ACH11	FPL	2036 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025	112.69		-36,440.18
Bill Pmt -Check	12/16/2025	121625ACH12	FPL	1329 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025	138.51		-36,301.67
Bill Pmt -Check	12/16/2025	121625ACH13	FPL	1504 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025	150.53		-36,151.14
Bill Pmt -Check	12/16/2025	121625ACH1	FPL	491 Ensenada Dr #Park Nov 5, 2025 to Dec 4, 2025	36.49		-36,114.65
Bill Pmt -Check	12/16/2025	121625ACH2	FPL	1187 Las Calinas Blvd #LITE Nov 5, 2025 to Dec 4, 2025	191.01		-35,923.64
Bill	12/16/2025	3618397 12.25	Republic Services #687	1865 N Loop Pkwy 1/1/26 - 1/31/26		973.62	-36,897.26
Bill Pmt -Check	12/17/2025	3200	Egis Insurance Advisors, LLC	Insurance Policy #100125522 10/1/25 - 10/1/26 Add Artificial Turf	285.00		-36,612.26
Bill Pmt -Check	12/17/2025	400034	Chairman's Enterprises, LLC	Invoice: 1283 (Reference: Airbike Lease.) Invoice: 1280 (Reference: Airbike Lease.) I	307.92		-36,304.34
Bill Pmt -Check	12/17/2025	400035	Lloyds Exercise Equipment LLC		2,600.00		-33,704.34
Bill	12/17/2025	21034	Taylor Tree Services Inc.	Reference: Landscape Enhancement.		1,700.00	-35,404.34
Bill Pmt -Check	12/19/2025	121925ACH1	St. Johns County Utility Department	491 ENSENADA DR 10/16/25 - 11/18/25	16.11		-35,388.23
Bill Pmt -Check	12/19/2025	121925ACH2	St. Johns County Utility Department	1187 LAS CALINAS BLVD GUARDHOUSE 10/16/25 - 11/18/25	35.05		-35,353.18
Bill Pmt -Check	12/19/2025	121925ACH3	St. Johns County Utility Department	1865 N LOOP PKWY 10/16/25 - 11/18/25	1,857.12		-33,496.06
Bill	12/19/2025	125768 12.25	St. Johns County Utility Department	491 ENSENADA DR 11/18/25 - 12/16/25		16.07	-33,512.13
Bill	12/19/2025	131201 12.25	St. Johns County Utility Department	1187 LAS CALINAS BLVD GUARDHOUSE 11/18/25 - 12/17/25		35.05	-33,547.18
Bill	12/19/2025	127508 12.25	St. Johns County Utility Department	1865 N LOOP PKWY 11/18/25 - 12/17/25		1,937.60	-35,484.78
Bill	12/19/2025	H480-108	Lloyds Exercise Equipment LLC	Reference: Fitness Center Wipes.		1,950.00	-37,434.78
Bill	12/19/2025	IN00004939	Envera	Reference: RFID Replacement.		1,438.56	-38,873.34
Bill Pmt -Check	12/22/2025	122225ACH1	FPL	499 Ensenada Dr #IRR Nov 5, 2025 to Dec 4, 2025	25.66		-38,847.68
Bill Pmt -Check	12/22/2025	122225ACH2	FPL	Streetsights # Palencia N PH Nov 7, 2025 to Dec 8, 2025	5,116.93		-33,730.75

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Bill Pmt -Check	12/22/2025	122225ACH1	FPL	1865 N Loop Pkwy Nov 7, 2025 to Dec 8, 2025	4,464.78		-29,265.97
Bill	12/22/2025	13885	Kilinski Van Wyk PLLC	Reference: O&M Assessment Methodology Project.		1,009.00	-30,274.97
Bill	12/22/2025	13845	Kilinski Van Wyk PLLC	Reference: Legal Services Nov 25.		7,851.50	-38,126.47
Bill	12/23/2025	122225	Angella Bascom	2 Classes @ \$35.00		70.00	-38,196.47
Bill	12/23/2025	122225	Miranda Bulger	6 Classes @ \$35.00 & 2 half hour classes @ \$17.50		245.00	-38,441.47
Bill	12/23/2025	122225	Ronald C. Cullum	4 Classes @ \$35.00		140.00	-38,581.47
Bill	12/23/2025	122225	Tiffany Cunningham	3 Classes @ \$35.00		105.00	-38,686.47
Bill	12/23/2025	122225	Erin Heaton	2 Classes @ \$35.00		70.00	-38,756.47
Bill	12/23/2025	122225	Lina Hermez	10 Classes @ \$40.00 & 2 Classes @ \$25.00		450.00	-39,206.47
Bill	12/23/2025	122225	Heather Rebella	1 Class @ \$35.00		35.00	-39,241.47
Bill	12/23/2025	122225	Katherine Roy	2 Class @ \$35.00		70.00	-39,311.47
Bill	12/23/2025	122225	Eliana Roque	8 Classes @ \$40.00		320.00	-39,631.47
Bill	12/23/2025	122225	Patricia Scott	2 Classes @ \$35.00		70.00	-39,701.47
Bill	12/23/2025	122225	Diane Stoever	6 Classes @ \$40.00		240.00	-39,941.47
Bill Pmt -Check	12/23/2025	3201	Angella Bascom	2 Classes @ \$35.00	70.00		-39,871.47
Bill Pmt -Check	12/23/2025	3202	Diane Stoever	6 Classes @ \$40.00	240.00		-39,631.47
Bill Pmt -Check	12/23/2025	3203	Eliana Roque	8 Classes @ \$40.00	320.00		-39,311.47
Bill Pmt -Check	12/23/2025	3204	Erin Heaton	2 Classes @ \$35.00	70.00		-39,241.47
Bill Pmt -Check	12/23/2025	3205	Heather Rebella	1 Class @ \$35.00	35.00		-39,206.47
Bill Pmt -Check	12/23/2025	3206	Katherine Roy	2 Class @ \$35.00	70.00		-39,136.47
Bill Pmt -Check	12/23/2025	3207	Lina Hermez	10 Classes @ \$40.00 & 2 Classes @ \$25.00	450.00		-38,686.47
Bill Pmt -Check	12/23/2025	3208	Miranda Bulger	6 Classes @ \$35.00 & 2 half hour classes @ \$17.50	245.00		-38,441.47
Bill Pmt -Check	12/23/2025	3209	Patricia Scott	2 Classes @ \$35.00	70.00		-38,371.47
Bill Pmt -Check	12/23/2025	3210	Ronald C. Cullum	VOID: 4 Classes @ \$35.00 Wrong amount	0.00		-38,371.47
Bill Pmt -Check	12/23/2025	3211	Tiffany Cunningham	3 Classes @ \$35.00	105.00		-38,266.47
Bill	12/23/2025	110425	Ronald J Cervelli	BOS Workshop 11/4/25		200.00	-38,466.47
Bill	12/23/2025	110425	John T Smith	BOS Workshop 11/4/25		200.00	-38,666.47
Bill	12/23/2025	110425	Stephen J Handler	BOS Workshop 11/4/25		200.00	-38,866.47
Bill	12/23/2025	110425	Daniel L Colin	BOS Workshop 11/4/25		200.00	-39,066.47
Bill	12/23/2025	110425	Kristen Cohen	BOS Workshop 11/4/25		200.00	-39,266.47
Bill Pmt -Check	12/23/2025	3212	Ronald C. Cullum	4 Classes @ \$35.00	140.00		-39,126.47
Bill Pmt -Check	12/23/2025	4533	Daniel L Colin	BOS Workshop 11/4/25	200.00		-38,926.47
Bill Pmt -Check	12/23/2025	4534	John T Smith	BOS Workshop 11/4/25	200.00		-38,726.47
Bill Pmt -Check	12/23/2025	4535	Kristen Cohen	BOS Workshop 11/4/25	200.00		-38,526.47
Bill Pmt -Check	12/23/2025	4536	Ronald J Cervelli	BOS Workshop 11/4/25	200.00		-38,326.47
Bill Pmt -Check	12/23/2025	4537	Stephen J Handler	BOS Workshop 11/4/25	200.00		-38,126.47
Bill Pmt -Check	12/23/2025	100048	Vesta District Services	Invoice: 430002 (Reference: Management Fees Dec 25.)	4,310.17		-33,816.30
Bill Pmt -Check	12/26/2025	122625ACH2	AT&T	Guardhouse Telephone Dec 02 - Nov 01	149.80		-33,666.50
Bill Pmt -Check	12/26/2025	122625ACH1	Valley Bank Credit Card	Various Purchases	10,295.63		-23,370.87
Bill	12/29/2025	33779	Duval Landscape Maintenance	Reference: Irrigation Repairs.		750.00	-24,120.87
Bill	12/29/2025	33778	Duval Landscape Maintenance	Reference: Torcido Pump Repair.		1,700.00	-25,820.87
Bill	12/29/2025	33780	Duval Landscape Maintenance	Reference: Irrigation Repairs.		300.00	-26,120.87
Bill Pmt -Check	12/30/2025	123025ACH1	Geneva Capital LLC	Fitness Equipment 12/25	2,539.71		-23,581.16
Bill Pmt -Check	12/31/2025	123125ACH1	TECO	1865 N LOOP PKWY Nov 07, 2025 - Dec 08, 2025	78.28		-23,502.88
Bill	12/31/2025	92941	Future Horizons, Inc.	Reference: Weed Control Services Dec 25.		2,122.44	-25,625.32
Bill	12/31/2025	0007504693	Gannett FL LocalIQ			348.08	-25,973.40
Bill	12/31/2025	430417	Vesta Property Services	Reference: Billable Expenses - Dec 2025.		1,649.01	-27,622.41
Bill	12/31/2025	430464	Vesta Property Services	Reference: Amenity Management Dec 25.		39,051.94	-66,674.35

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Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Various Purchases		9,904.35	-76,578.70
Bill	12/31/2025	430418	Vesta District Services	Reference: Billable Expenses - Dec 2025.		46.12	-76,624.82
Total 1202000 · Accounts Payable					148,802.66	164,490.76	-76,624.82
1202010 · Accrued Expenses							-3,022.00
General Journal	12/01/2025	45R		BOS Meeting 11/4/25	1,000.00		-2,022.00
General Journal	12/01/2025	47R		Accrue November Landscape Services	2,022.00		0.00
Total 1202010 · Accrued Expenses					3,022.00	0.00	0.00
1207000 · Due to General Fund							-41,996.99
General Journal	12/10/2025	51		Transfer to Amenity Account		50,000.00	-91,996.99
General Journal	12/16/2025	49		Correct Allocation for Tax Distribution #5		2,659.04	-94,656.03
General Journal	12/24/2025	50		Correct Allocation for Tax Distribution #6		3,101.01	-97,757.04
General Journal	12/31/2025	52		Payment due from CRF		4,482.33	-102,239.37
General Journal	12/31/2025	53		Payment due from CRF		6.30	-102,245.67
General Journal	12/31/2025	54		Reclass AF to GF - AF has been dissolved		1,481.81	-103,727.48
General Journal	12/31/2025	55		Furniture for Bocce Ball Courts - Valley Credit Card		778.00	-104,505.48
General Journal	12/31/2025	55		Furniture for Bocce Ball Courts - Valley Credit Card		3,390.00	-107,895.48
General Journal	12/31/2025	55		Umbrellas for Bocce Ball furniture - Valley Credit Card		140.97	-108,036.45
Total 1207000 · Due to General Fund					0.00	66,039.46	-108,036.45
1207001 · Due to Amenity Funds							-51,801.74
Total 1207001 · Due to Amenity Funds							-51,801.74
1207002 · Due to Capital Reserve							-100,000.00
Total 1207002 · Due to Capital Reserve							-100,000.00
1207003 · Due to Debt Service							0.00
Total 1207003 · Due to Debt Service							0.00
1299999 · Outstanding Checks							0.00
Total 1299999 · Outstanding Checks							0.00
24000 · Payroll Liabilities							0.00
Total 24000 · Payroll Liabilities							0.00
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
Total 1271300 · FB - Reserved							-774,253.45
30000 · Opening Balance Equity							0.00
Total 30000 · Opening Balance Equity							0.00
32000 · Retained Earnings							-23,645.65
Total 32000 · Retained Earnings							-23,645.65
1325000 · Special Assessments							-176,103.28
Deposit	12/16/2025			St Johns County Tax Distribution #5		136,637.07	-312,740.35
General Journal	12/16/2025	49		Correct Allocation for Tax Distribution #5		2,659.04	-315,399.39
Deposit	12/24/2025			St Johns Count Tax Distribution #6		159,347.86	-474,747.25
General Journal	12/24/2025	50		Correct Allocation for Tax Distribution #6		3,101.01	-477,848.26
Total 1325000 · Special Assessments					0.00	301,744.98	-477,848.26

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1325100 · Excess Revenue				0.00
Total 1325100 · Excess Revenue				0.00
1361000 · Interest Revenue				-3,919.79
Deposit	12/31/2025	Interest	365.93	-4,285.72
Deposit	12/31/2025	Interest	24.92	-4,310.64
Deposit	12/31/2025	Interest	7.39	-4,318.03
Deposit	12/31/2025	Interest	339.49	-4,657.52
Deposit	12/31/2025	Interest	233.87	-4,891.39
Total 1361000 · Interest Revenue				0.00
1369000 · Miscellaneous Revenue				0.00
Total 1369000 · Miscellaneous Revenue				0.00
1369010 · Fitness Center Revenue				-2,095.00
Deposit	12/31/2025	December Fitness Revenue from POS	490.00	-2,585.00
Total 1369010 · Fitness Center Revenue				0.00
1369100 · Insurance Proceeds				0.00
Total 1369100 · Insurance Proceeds				0.00
1369200 · Cost Share Rev - Marshall Creek				0.00
Total 1369200 · Cost Share Rev - Marshall Creek				0.00
2361000 · Interest CRF				-2,721.83
Deposit	12/31/2025	Interest	1,313.02	-4,034.85
Deposit	12/31/2025	Interest	0.81	-4,035.66
Total 2361000 · Interest CRF				0.00
2369000 · Miscellaneous Rev				0.00
Total 2369000 · Miscellaneous Rev				0.00
3325000 · Spec Assessments - On Roll				-65,315.06
General Journal	12/16/2025	49	Correct Allocation for Tax Distribution #5	2,659.04
General Journal	12/24/2025	50	Correct Allocation for Tax Distribution #6	3,101.01
Deposit	12/24/2025		St Johns County Tax Distribution #6	63,351.79
Deposit	12/24/2025		St Johns County Tax Distribution #5	54,322.68
Total 3325000 · Spec Assessments - On Roll				5,760.05
3325010 · Spec Assessments - Prepayments				0.00
Total 3325010 · Spec Assessments - Prepayments				0.00
3325100 · Excess DS Revenue				0.00
Total 3325100 · Excess DS Revenue				0.00
3361000 · Interest - DS 2019				-3,018.07
Deposit	12/31/2025	Interest	0.17	-3,018.24
Deposit	12/31/2025	Interest	331.33	-3,349.57
Deposit	12/31/2025	Interest	399.39	-3,748.96
Deposit	12/31/2025	Interest	409.75	-4,158.71
Deposit	12/31/2025	Interest	0.12	-4,158.83
Total 3361000 · Interest - DS 2019				0.00
4361000 · Interest				-676.39
Deposit	12/31/2025	Interest	271.50	-947.89
Total 4361000 · Interest				0.00
50000 · Cost of Goods Sold				0.00
Total 50000 · Cost of Goods Sold				0.00
1110000 · General & Administrative				45,736.65
1510000 · Supervisor Fees				3,000.00

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General Journal	12/01/2025	45R		Reverse of GJE 45 -- BOS Meeting 11/4/25		1,000.00	2,000.00
Bill	12/16/2025	120225	Ronald J Cervelli	BOS Meeting 12/2/25	200.00		2,200.00
Bill	12/16/2025	120225	John T Smith	BOS Meeting 12/2/25	200.00		2,400.00
Bill	12/16/2025	120225	Stephen J Handler	BOS Meeting 12/2/25	200.00		2,600.00
Bill	12/16/2025	120225	Daniel L Colin	BOS Meeting 12/2/25	200.00		2,800.00
Bill	12/16/2025	120225	Kristen Cohen	BOS Meeting 12/2/25	200.00		3,000.00
Bill	12/23/2025	110425	Ronald J Cervelli	BOS Workshop 11/4/25	200.00		3,200.00
Bill	12/23/2025	110425	John T Smith	BOS Workshop 11/4/25	200.00		3,400.00
Bill	12/23/2025	110425	Stephen J Handler	BOS Workshop 11/4/25	200.00		3,600.00
Bill	12/23/2025	110425	Daniel L Colin	BOS Workshop 11/4/25	200.00		3,800.00
Bill	12/23/2025	110425	Kristen Cohen	BOS Workshop 11/4/25	200.00		4,000.00
Total 1510000 - Supervisor Fees					2,000.00	1,000.00	4,000.00
1510010 - Engineering Services							5,280.00
Bill	12/05/2025	194333	Matthews Design Group LLC	Reference: Engineering Services Nov 25.	2,037.50		7,317.50
Bill	12/05/2025	194335	Matthews Design Group LLC	Reference: Engineering Services Nov 25.	1,775.00		9,092.50
Bill	12/05/2025	194334	Matthews Design Group LLC	Reference: Engineering Services Nov 25.	487.50		9,580.00
Total 1510010 - Engineering Services					4,300.00	0.00	9,580.00
1510020 - District Counsel							13,219.95
Bill	12/22/2025	13885	Kilinski Van Wyk PLLC	Reference: O&M Assessment Methodology Project.	1,009.00		14,228.95
Bill	12/22/2025	13845	Kilinski Van Wyk PLLC	Reference: Legal Services Nov 25.	7,851.50		22,080.45
Total 1510020 - District Counsel					8,860.50	0.00	22,080.45
1510030 - Audit Fees							0.00
Total 1510030 - Audit Fees							0.00
1510040 - Assessment Administration							833.34
Bill	12/01/2025	429727	Vesta District Services	O&M Assessment methodology - Vesta	5,500.00		6,333.34
Bill	12/01/2025	430002	Vesta District Services	Reference: Management Fees Dec 25.	416.67		6,750.01
Total 1510040 - Assessment Administration					5,916.67	0.00	6,750.01
1510050 - Arbitrage Rebate							450.00
Total 1510050 - Arbitrage Rebate							450.00
1510060 - Dissemination Agent							5,000.00
Total 1510060 - Dissemination Agent							5,000.00
1510070 - Trustee Fees							3,142.71
Total 1510070 - Trustee Fees							3,142.71
1510080 - Management Fees							7,787.00
Bill	12/01/2025	430002	Vesta District Services	Reference: Management Fees Dec 25.	3,893.50		11,680.50
Bill	12/01/2025	429727	Vesta District Services	O&M Assessment methodology - FCS	1,000.00		12,680.50
Total 1510080 - Management Fees					4,893.50	0.00	12,680.50
1510090 - Information Technology							0.00
Total 1510090 - Information Technology							0.00
1510100 - Website Maintenance							0.00
Total 1510100 - Website Maintenance							0.00
1510110 - Telephone							0.00
Total 1510110 - Telephone							0.00
1510120 - Postage & Delivery							87.06
Bill	12/31/2025	430418	Vesta District Services	Reference: Billable Expenses - Dec 2025.	46.12		133.18
Total 1510120 - Postage & Delivery					46.12	0.00	133.18
1510130 - Public Official Insurance							5,486.00
Total 1510130 - Public Official Insurance							5,486.00

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1510140 · Copies								0.00
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	UPS Store	193.30			193.30
Total 1510140 · Copies						193.30	0.00	193.30
1510150 · Legal Advertising								538.40
Bill	12/31/2025	0007504693	Gannett FL LocalIQ		348.08			886.48
Total 1510150 · Legal Advertising						348.08	0.00	886.48
1510160 · Miscellaneous								737.19
Total 1510160 · Miscellaneous								737.19
1510170 · Dues, Licenses & Subscriptions								175.00
Total 1510170 · Dues, Licenses & Subscriptions								175.00
1510180 · Cost Share - Marshall Creek CDD								0.00
Total 1510180 · Cost Share - Marshall Creek CDD								0.00
1510190 · Workers' Comp Insurance								0.00
Total 1510190 · Workers' Comp Insurance								0.00
1110000 · General & Administrative - Other								0.00
Total 1110000 · General & Administrative - Other								0.00
Total 1110000 · General & Administrative						26,558.17	1,000.00	71,294.82
1120000 · Operations & Maintenance								106,444.26
1520000 · Electric								12,517.54
Bill	12/04/2025	10583 12.25	FPL	1329 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025	138.51			12,656.05
Bill	12/04/2025	20281 12.25	FPL	1504 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025	150.53			12,806.58
Bill	12/04/2025	37392 12.25	FPL	661 Ensenada Dr. #IRR Nov 5, 2025 to Dec 4, 2025	63.84			12,870.42
Bill	12/04/2025	44154 12.25	FPL	499 Ensenada Dr #IRR Nov 5, 2025 to Dec 4, 2025	25.66			12,896.08
Bill	12/04/2025	47285 12.25	FPL	336 Rio Del Norte Road #IRR Nov 5, 2025 to Dec 4, 2025	48.77			12,944.85
Bill	12/04/2025	97256 12.25	FPL	2036 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025	112.69			13,057.54
Bill	12/04/2025	56253 12.25	FPL	2064 Las Calinas Blvd #IRR Nov 5, 2025 to Dec 4, 2025	29.99			13,087.53
Bill	12/04/2025	61314 12.25	FPL	537 Ensenada Dr. #IRR Nov 5, 2025 to Dec 4, 2025	44.09			13,131.62
Bill	12/04/2025	69248 12.25	FPL	166 Torcido Blvd #IRR Nov 5, 2025 to Dec 4, 2025	103.06			13,234.68
Bill	12/04/2025	70401 12.25	FPL	633 Glorieta Dr #IRR Nov 5, 2025 to Dec 4, 2025	29.93			13,264.61
Bill	12/04/2025	71537 12.25	FPL	43 Privado Ct #LITE Nov 5, 2025 to Dec 4, 2025	36.75			13,301.36
Bill	12/04/2025	79354 12.25	FPL	97 Onda LN #IRR Nov 5, 2025 to Dec 4, 2025	25.75			13,327.11
Bill	12/04/2025	83257 12.25	FPL	711 Enrede LN Nov 5, 2025 to Dec 4, 2025	79.39			13,406.50
Bill	12/08/2025	07163 12.25	FPL	Streetlights # Palencia N PH Nov 7, 2025 to Dec 8, 2025	5,116.93			18,523.43
Bill	12/08/2025	58332 12.25	FPL	1802 N Loop PKWY #LGT Nov 7, 2025 to Dec 8, 2025	25.66			18,549.09
Total 1520000 · Electric						6,031.55	0.00	18,549.09
1520010 · General Insurance								6,246.00
Total 1520010 · General Insurance								6,246.00
1520020 · Landscape Maintenance								50,568.00
Bill	12/01/2025	33515	Duval Landscape Maintenance	Reference: Landscape Maintenance Dec 25.	26,295.00			76,863.00
Total 1520020 · Landscape Maintenance						26,295.00	0.00	76,863.00
1520030 · Landscape Improvements								6,379.70
Bill	12/17/2025	21034	Taylor Tree Services Inc.	Reference: Landscape Enhancement.	1,700.00			8,079.70
Total 1520030 · Landscape Improvements						1,700.00	0.00	8,079.70
1520040 · Mulch								2,650.00
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Home Depot	211.59			2,861.59
Total 1520040 · Mulch						211.59	0.00	2,861.59
1520050 · Lake Maintenance								4,244.88
Bill	12/31/2025	92941	Future Horizons, Inc.	Reference: Weed Control Services Dec 25.	2,122.44			6,367.32

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Total 1520050 - Lake Maintenance						2,122.44	0.00	6,367.32
1520060 - Fountain Maintenance								7,373.26
Total 1520060 - Fountain Maintenance								7,373.26
1520070 - Irrigation Repairs & Maintenance								1,455.53
Bill	12/29/2025	33779	Duval Landscape Maintenance	Reference: Irrigation Repairs.		750.00		2,205.53
Bill	12/29/2025	33778	Duval Landscape Maintenance	Reference: Torcido Pump Repair.		1,700.00		3,905.53
Bill	12/29/2025	33780	Duval Landscape Maintenance	Reference: Irrigation Repairs.		300.00		4,205.53
Total 1520070 - Irrigation Repairs & Maintenance						<u>2,750.00</u>	<u>0.00</u>	<u>4,205.53</u>
1520080 - Storm Clean-up								0.00
Total 1520080 - Storm Clean-up								0.00
1520090 - Field Repairs & Maintenance								2,053.62
Total 1520090 - Field Repairs & Maintenance								2,053.62
1520100 - Tree Removals								2,500.00
Total 1520100 - Tree Removals								2,500.00
1520110 - Tree Replacements								0.00
Total 1520110 - Tree Replacements								0.00
1520120 - Tree Pruning								10,145.00
Total 1520120 - Tree Pruning								10,145.00
1520130 - Streetlight Repairs								0.00
Total 1520130 - Streetlight Repairs								0.00
1520140 - Signage Repairs								3.99
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon		50.46		54.45
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon		107.92		162.37
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon		207.81		370.18
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon		<u>27.32</u>		<u>397.50</u>
Total 1520140 - Signage Repairs						393.51	0.00	397.50
1520150 - Holiday Decorations								227.09
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon		130.99		358.08
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon		75.97		434.05
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon		83.97		518.02
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon		113.99		632.01
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Home Depot		<u>335.20</u>		<u>967.21</u>
Total 1520150 - Holiday Decorations						740.12	0.00	967.21
1520160 - Miscellaneous Field Supplies								79.65
Total 1520160 - Miscellaneous Field Supplies								79.65
1520170 - Playground - R & M								0.00
Total 1520170 - Playground - R & M								0.00
1120000 - Operations & Maintenance - Other								0.00
Total 1120000 - Operations & Maintenance - Other								0.00
Total 1120000 - Operations & Maintenance						<u>40,244.21</u>	<u>0.00</u>	<u>146,688.47</u>
1130000 - Amenities - Administrative								56,273.29
1530000 - Property & Casualty Insurance								41,617.00
Bill	12/11/2025	31159	Egis Insurance Advisors, LLC	Policy #100125522 10/1/25 - 10/1/26 Add Artificial Turf		<u>285.00</u>		<u>41,902.00</u>
Total 1530000 - Property & Casualty Insurance						285.00	0.00	41,902.00
1530005 - Automobile Insurance								1,424.00
Total 1530005 - Automobile Insurance								1,424.00
1530010 - Facility Management								0.00
Total 1530010 - Facility Management								0.00

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1530020 · Performance Incentive								10,000.00
Total 1530020 · Performance Incentive								10,000.00
1530030 · Information Technology								0.00
Total 1530030 · Information Technology								0.00
1530040 · Licenses & Permits								0.00
Total 1530040 · Licenses & Permits								0.00
1530050 · Subscriptions & Memberships								519.51
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Safesave		9.07		528.58
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Courts Reserve		125.00		653.58
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Swish		85.00		738.58
Total 1530050 · Subscriptions & Memberships						219.07	0.00	738.58
1530060 · Training								0.00
Total 1530060 · Training								0.00
1530065 · Travel & Per Diem								0.00
Total 1530065 · Travel & Per Diem								0.00
1530070 · Office Supplies								225.00
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon		22.70		247.70
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon		12.18		259.88
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon		39.90		299.78
Total 1530070 · Office Supplies						74.78	0.00	299.78
1530080 · Office Equipment								674.90
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon		85.49		760.39
Total 1530080 · Office Equipment						85.49	0.00	760.39
1530090 · Telephone, Internet & TV								1,513.28
Bill	12/11/2025	1274272 12.25	Comcast	1865 N. Loop Parkway Dec 15, 2025 - Jan 14, 2026		898.06		2,411.34
Total 1530090 · Telephone, Internet & TV						898.06	0.00	2,411.34
1530100 · Guard House- Internet & Phone								299.60
Bill	12/01/2025	335341682 12/25	AT&T	Guardhouse Telephone Dec 02 - Nov 01		149.80		449.40
Total 1530100 · Guard House- Internet & Phone						149.80	0.00	449.40
1130000 · Amenities - Administrative - Other								0.00
Total 1130000 · Amenities - Administrative - Other								0.00
Total 1130000 · Amenities - Administrative						1,712.20	0.00	57,985.49
1130001 · Amenities - Field								115,169.40
1530110 · Field Management								11,223.76
Bill	12/31/2025	430464	Vesta Property Services	Reference: Amenity Management Dec 25.		833.33		12,057.09
Bill	12/31/2025	430464	Vesta Property Services	Reference: Amenity Management Dec 25.		6,647.07		18,704.16
Total 1530110 · Field Management						7,480.40	0.00	18,704.16
1530115 · Facility Management								48,941.54
Bill	12/31/2025	430464	Vesta Property Services	Reference: Amenity Management Dec 25.		25,884.10		74,825.64
Total 1530115 · Facility Management						25,884.10	0.00	74,825.64
1530120 · Facility Maint - Cost Share								0.00
Total 1530120 · Facility Maint - Cost Share								0.00
1530125 · Maint & Repair - Field								0.00
Total 1530125 · Maint & Repair - Field								0.00
1530130 · General Utilities								11,076.19
Bill	12/04/2025	73535 12.25	FPL	1187 Las Calinas Blvd #LITE Nov 5, 2025 to Dec 4, 2025		191.01		11,267.20
Bill	12/04/2025	88413 12.25	FPL	491 Ensenada Dr #Park Nov 5, 2025 to Dec 4, 2025		36.49		11,303.69
Bill	12/08/2025	47441 12.25	FPL	1865 N Loop Pkwy Nov 7, 2025 to Dec 8, 2025		4,464.78		15,768.47

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	Bill	12/09/2025	64589 12/25	TECO	1865 N LOOP PKWY Nov 07, 2025 - Dec 08, 2025	78.28		15,846.75
	Bill	12/12/2025	110427 12.25	Florida Natural Gas	1865 NORTH LOOP PARKWAY 11/6/25 - 12/8/25	20.64		15,867.39
	Bill	12/19/2025	125768 12.25	St. Johns County Utility Department	491 ENSENADA DR 11/18/25 - 12/16/25	16.07		15,883.46
	Bill	12/19/2025	131201 12.25	St. Johns County Utility Department	1187 LAS CALINAS BLVD GUARDHOUSE 11/18/25 - 12/17/25	35.05		15,918.51
	Bill	12/19/2025	127508 12.25	St. Johns County Utility Department	1865 N LOOP PKWY 11/18/25 - 12/17/25	1,937.60		17,856.11
Total 1530130 · General Utilities						6,779.92	0.00	17,856.11
1530140 · Refuse Removal								1,865.60
	Bill	12/16/2025	3618397 12.25	Republic Services #687	1865 N Loop Pkwy 1/1/26 - 1/31/26	973.62		2,839.22
Total 1530140 · Refuse Removal						973.62	0.00	2,839.22
1530150 · Security								6,953.56
	Bill	12/01/2025	762787	Envera	Reference: Security Monitoring.	3,428.05		10,381.61
Total 1530150 · Security						3,428.05	0.00	10,381.61
1530160 · Janitorial Services								8,402.68
	Bill	12/31/2025	430464	Vesta Property Services	Reference: Amenity Management Dec 25.	5,687.44		14,090.12
Total 1530160 · Janitorial Services						5,687.44	0.00	14,090.12
1530170 · Operating Supplies- Spa & Paper								914.71
	Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon	158.50		1,073.21
Total 1530170 · Operating Supplies- Spa & Paper						158.50	0.00	1,073.21
1530180 · Operating Supplies - Uniforms								55.49
Total 1530180 · Operating Supplies - Uniforms								55.49
1530190 · Cleaning Supplies								623.24
	Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon	67.98		691.22
Total 1530190 · Cleaning Supplies						67.98	0.00	691.22
1530200 · Landscape- Maint & Improv								9,440.77
	General Journal	12/01/2025	47R		Reverse of GJE 47 -- Accrue November Landscape Services		2,022.00	7,418.77
Total 1530200 · Landscape- Maint & Improv						0.00	2,022.00	7,418.77
1530210 · Gate - R & M								1,683.56
Total 1530210 · Gate - R & M								1,683.56
1530220 · Dog Park - R & M								149.99
	Bill	12/31/2025	123125 CC	Valley Bank Credit Card	amazon	175.88		325.87
Total 1530220 · Dog Park - R & M						175.88	0.00	325.87
1530230 · Park Mulch								3,600.00
Total 1530230 · Park Mulch								3,600.00
1530240 · Misc Field Supplies								1,018.55
Total 1530240 · Misc Field Supplies								1,018.55
1530250 · Building - R & M								1,807.37
	Bill	12/31/2025	430417	Vesta Property Services	Home Depot, Lee & Cates glass, Leonards Nursery	1,649.01		3,456.38
	Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Snyder	1,576.00		5,032.38
Total 1530250 · Building - R & M						3,225.01	0.00	5,032.38
1530260 · Pest Control								167.26
	Bill	12/02/2025	621497128	Turner Pest Control	Reference: Pest Control.	83.63		250.89
Total 1530260 · Pest Control						83.63	0.00	250.89
1530270 · Pool Maintenance - Contract								0.00
Total 1530270 · Pool Maintenance - Contract								0.00
1530280 · Pool - R & M								73.98
	Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon	167.98		241.96
Total 1530280 · Pool - R & M						167.98	0.00	241.96
1530290 · Pool Chemicals								4,315.08

Sweetwater CDD
General Ledger Detail
December 2025

Bill	12/01/2025	131295633167-1	Poolsure	Reference: Water Management Dec 25. Check Stub Notes: December 2025 Invoice.	2,157.54		6,472.62
Total 1530290 - Pool Chemicals					2,157.54	0.00	6,472.62
1530300 - Signage & Amenity Repairs							0.00
Total 1530300 - Signage & Amenity Repairs							0.00
1530305 - Holiday Decor - Field							2,334.00
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Home Depot	128.54		2,462.54
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon	16.52		2,479.06
Total 1530305 - Holiday Decor - Field					145.06	0.00	2,479.06
1530310 - Special Events							178.41
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon	152.20		330.61
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon	114.95		445.56
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon	9.99		455.55
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon	39.99		495.54
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Jimmy Hulas	746.90		1,242.44
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Publix	112.73		1,355.17
Total 1530310 - Special Events					1,176.76	0.00	1,355.17
1530320 - Park - R & M							93.66
Total 1530320 - Park - R & M							93.66
1530330 - Pickleball - R & M							250.00
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon	26.99		276.99
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon	55.23		332.22
Total 1530330 - Pickleball - R & M					82.22	0.00	332.22
1530340 - Guardhouse Maintenance							0.00
Total 1530340 - Guardhouse Maintenance							0.00
1530350 - Playground - R & M							0.00
Total 1530350 - Playground - R & M							0.00
1130001 - Amenities - Field - Other							0.00
Total 1130001 - Amenities - Field - Other							0.00
Total 1130001 - Amenities - Field					57,674.09	2,022.00	170,821.49
1130002 - Fitness							20,115.25
1530360 - Outside Fitness							8,157.50
Bill	12/09/2025	120925	Angella Bascom	2 Classes @ \$35.00	70.00		8,227.50
Bill	12/09/2025	120925	Josie Carleton	1 Class @ \$35.00	35.00		8,262.50
Bill	12/09/2025	120925	Marilyn J Costanzo	1 Class @ \$35.00	35.00		8,297.50
Bill	12/09/2025	120925	Tiffany Cunningham	4 Classes @ \$35.00	140.00		8,437.50
Bill	12/09/2025	120925	Lina Hermez	11 Classes @ \$40.00	440.00		8,877.50
Bill	12/09/2025	120925	Lina Hermez	2 Classes @ \$25.00	50.00		8,927.50
Bill	12/09/2025	120925	Katherine Roy	1 Class @ \$35.00	35.00		8,962.50
Bill	12/09/2025	120925	Madeline Rivera	2 Classes @ \$35.00	70.00		9,032.50
Bill	12/09/2025	120925	Eliana Roque	4 Classes @ \$40.00	160.00		9,192.50
Bill	12/09/2025	120925	Patricia Scott	6 Classes @ \$35.00	210.00		9,402.50
Bill	12/09/2025	120925	Diane Stoever	3 Classes @ \$40.00	120.00		9,522.50
Bill	12/09/2025	120925	Caryn Register	1 Class @ \$35.00	35.00		9,557.50
Bill	12/10/2025	120925	Aristides Beaton	1 Class @ \$35.00	35.00		9,592.50
Bill	12/10/2025	120925	Miranda Bulger	6 Classes @ \$35.00 & 2 half hour classes @ \$17.50	245.00		9,837.50
Bill	12/23/2025	122225	Angella Bascom	2 Classes @ \$35.00	70.00		9,907.50
Bill	12/23/2025	122225	Miranda Bulger	6 Classes @ \$35.00 & 2 half hour classes @ \$17.50	245.00		10,152.50
Bill	12/23/2025	122225	Ronald C. Cullum	4 Classes @ \$35.00	140.00		10,292.50

Sweetwater CDD
General Ledger Detail
December 2025

Bill	12/23/2025	122225	Tiffany Cunningham	3 Classes @ \$35.00	105.00	10,397.50
Bill	12/23/2025	122225	Erin Heaton	2 Classes @ \$35.00	70.00	10,467.50
Bill	12/23/2025	122225	Lina Hermez	10 Classes @ \$40.00	400.00	10,867.50
Bill	12/23/2025	122225	Lina Hermez	2 Classes @ \$25.00	50.00	10,917.50
Bill	12/23/2025	122225	Heather Rebella	1 Class @ \$35.00	35.00	10,952.50
Bill	12/23/2025	122225	Katherine Roy	2 Class @ \$35.00	70.00	11,022.50
Bill	12/23/2025	122225	Eliana Roque	8 Classes @ \$40.00	320.00	11,342.50
Bill	12/23/2025	122225	Patricia Scott	2 Classes @ \$35.00	70.00	11,412.50
Bill	12/23/2025	122225	Diane Stoever	6 Classes @ \$40.00	240.00	11,652.50
Total 1530360 · Outside Fitness					3,495.00	0.00
1530370 · Fitness Equipment - R & M						1,398.97
Total 1530370 · Fitness Equipment - R & M						1,398.97
1530380 · Fitness Equipment Rental						8,314.41
Bill	12/01/2025	1283	Chairman's Enterprises, LLC	Reference: Airbike Lease.	102.64	8,417.05
Total 1530380 · Fitness Equipment Rental					102.64	0.00
1530390 · Miniature Golf Course Maint						0.00
Total 1530390 · Miniature Golf Course Maint						0.00
1530400 · Miscellaneous Fitness Supplies						2,244.37
Bill	12/01/2025	H480-107	Lloyds Exercise Equipment LLC	Reference: Fitness Center Wipes.	1,300.00	3,544.37
Bill	12/19/2025	H480-108	Lloyds Exercise Equipment LLC	Reference: Fitness Center Wipes.	1,950.00	5,494.37
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon	14.99	5,509.36
Total 1530400 · Miscellaneous Fitness Supplies					3,264.99	0.00
1530410 · Cap Outlay - Machinery & Equip						0.00
Total 1530410 · Cap Outlay - Machinery & Equip						0.00
1530420 · Capital Outlay						0.00
Total 1530420 · Capital Outlay						0.00
1130002 · Fitness - Other						0.00
Total 1130002 · Fitness - Other						0.00
Total 1130002 · Fitness					6,862.63	0.00
1140000 · Reserves						0.00
1540000 · Capital Reserve Transfer						0.00
Total 1540000 · Capital Reserve Transfer						0.00
1140000 · Reserves - Other						0.00
Total 1140000 · Reserves - Other						0.00
Total 1140000 · Reserves						0.00
2530010 · Capital Outlay - CRF						19,660.04
Bill	12/19/2025	IN00004939	Envera	Reference: RFID Replacement.	1,438.56	21,098.60
Total 2530010 · Capital Outlay - CRF					1,438.56	0.00
2530020 · Repair & Maintenance						0.00
Total 2530020 · Repair & Maintenance						0.00
2530030 · Other Current Charges						0.00
Total 2530030 · Other Current Charges						0.00
3517710 · Principal Expense DS2019-A1						0.00
Total 3517710 · Principal Expense DS2019-A1						0.00
3517715 · Principal Expense DS2019-A2						0.00
Total 3517715 · Principal Expense DS2019-A2						0.00
3517720 · Interest Expense DS2019-A1						77,765.64
Total 3517720 · Interest Expense DS2019-A1						77,765.64

Sweetwater CDD
General Ledger Detail
December 2025

3517725 · Interest Expense DS2019-A2								41,825.00
Total 3517725 · Interest Expense DS2019-A2								41,825.00
3517740 · Special Call DS2019-A1								0.00
Total 3517740 · Special Call DS2019-A1								0.00
3517745 · Special Call DS2019-A2								0.00
Total 3517745 · Special Call DS2019-A2								0.00
4510010 · Capital Outlay								56,773.50
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Home Depot	778.00			57,551.50
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Home Depot	3,390.00			60,941.50
Bill	12/31/2025	123125 CC	Valley Bank Credit Card	Amazon	140.97			61,082.47
General Journal	12/31/2025	55		Furniture for Bocce Ball Courts - Valley Credit Card	778.00			61,860.47
General Journal	12/31/2025	55		Furniture for Bocce Ball Courts - Valley Credit Card		778.00		61,082.47
General Journal	12/31/2025	55		Furniture for Bocce Ball Courts - Valley Credit Card	3,390.00			64,472.47
General Journal	12/31/2025	55		Furniture for Bocce Ball Courts - Valley Credit Card		3,390.00		61,082.47
General Journal	12/31/2025	55		Umbrellas for Bocce Ball furniture - Valley Credit Card	140.97			61,223.44
General Journal	12/31/2025	55		Umbrellas for Bocce Ball furniture - Valley Credit Card		140.97		61,082.47
Total 4510010 · Capital Outlay					8,617.94	4,308.97		61,082.47
66000 · Payroll Expenses								0.00
Total 66000 · Payroll Expenses								0.00
3810000 · Transfer In								-100,000.00
Total 3810000 · Transfer In								-100,000.00
5810000 · Transfers Out								100,000.00
Total 5810000 · Transfers Out								100,000.00
No acct								0.00
Total no acct								0.00
TOTAL					867,132.66	867,132.66		0.00

EXHIBIT 7



DUVAL LANDSCAPE MAINTENANCE, LLC

Monthly Reporting January 2026

In Progress:

1. Ornamental grass cuts backs.
2. Bi-weekly mowing started 01 November.

Completed:

1. Overseed round-a-bout with rye.
2. Ant treatment to select bed and turf areas.
3. Turf weed treatment.
4. Turf fungicide treatment.

Discussion:

- 1.

Attachments:

1. Irrigation Wet Check Reports are attached.

Thank you,

YOUR DUVAL TEAM

Michael Wooldridge

Branch Manager

Josh Boucher

Irrigation Manager

Torre Dunham

Fertilization Manager



Irrigation Technical Inspection Report

[illegible]

Comments: General Maintenance



Duval Landscape
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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater												
Location	Lft Round		Location	Left of roundabout		Location	Left of roundabout													
Type	RB		Size			Technician	Mark													
Rain Guage	Y	N	Source	Meter	Well	Date	1/27/2026													
Power on	Y	N				Program	A	B	C											
General Information			Backflow			Start Times	10:00 PM													
Valve Type			PRV	Y	N	Run times	2H20M													
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S							
Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones	
1	s	x	x											x					Right of endrede	
2	r	x	x	x								1		x					Right of endrede back sidewalk	
3	s	x	x											x					Middle btw endred + Roundabout	
4	r	x	x											x					Back of sidewalk left roundabout	
5	s	x	x											x					Btw curb and sidewalk Left	
6	s	x	x											x					Left of the roundabout	

Comments: General maintenance





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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	Sweetwater entry						
Location	Front sign		Location	Front sign		Location	Las colinas						
Type	ICC2		Size	Shp		Technician	Mark						
Rain Guage	Y	N	Source	Meter	Well	Date	1/28/2026						
Power on	Y	N				Program	A	B	C				
General Information			Backflow			Start Times	10:00 PM	10:00 PM	12:00 PM				
Valve Type			PRV	Y	N	Run Times	5H20M	5Hrs	40Mins				
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S

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

24	s	x	x											1	x			S/W curb Past entry
25	r	x	x												x			Back S/W Entry to bridge
26	s	x	x												x			Enrede S/W curb
27	s	x	x											3	x			Enrede Back S/W
28																		
29																		
30																		
31																		
32																		
33																		
34																		
35																		
36																		
37																		
38																		
39																		
40																		
41																		

Comments: general maintenance





Duval Landscape

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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater											
Location		Right of circle	Location		Right of circle	Location		Right of round about											
Type	RB		Size			Technician		Mark											
Rain Guage	Y	N	Source	Meter	Well	Date		1/28/2026											
Power on	Y	N				Program		A	B	C									
General Information			Backflow			Start Times		10:00 P	10:00 P	12:00 PM									
Valve Type			PRV	Y	N	Run Times		4H30M	8H10M	20M									
Coverage	Good		MV	Y	N	Days of Week		S	M	T	W	Th	F	S					
Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	r	x	x									1		x					Center of round about
2	s	x	x											x					Along curb right of lazo court
3	s	x	x											x					Along sidewalk left of enrede
4	s	x	x	x										x					Right of lazo along sidewalk
5	s	x	x	x						2				2	x				Left of Lazo to roundabout
6	r	x	x											x					From lazo to roundabout
7	s	x	x											x					Right side of roundabout
8	r	x	x											x					Along berm on Ensenada
9	s	x	x											x					Right side between curb and walk
10	r	x	x					1						x					Along berm on Ensenada
11	s	x	x											x					NA
12	r	x	x											x					Along berm on Ensenada
13	s	x	x											x					Right side at bend
14	s	x	x											x					Right side between curb and walk
15	s	x	x											x					Back sidewalk right of enrede
16	s	x	x										4	x					Between curb and walk b4 enrede
17	r	x	x											x					Between enrede and medio
18	s	x	x											x					Left of enrede
19	s	x	x											x					Right of medio on corner
20	s	x	x											x					Left of park entry
21	s	x	x						1					1	x				Left side along Endenada
22	s	x	x											x					Back sidewalk on Ensdenada
23	s	x	x											x					Left side along Endenada

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

Comments: zone 10 not shutting completely off

Primary pump is down. using secondary



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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name			SweetWater		
Location		Right corner		Location		Right corner		Location		Barbells Circle	
Type		RB		Size				Technician			
Rain Guage		Y N		Source		Meter Well		Date		1/27/2026	
Power on		Y N						Program		A B C	
General Information				Backflow				Start Times		10:00 PM 12:00 PM	
Valve Type				PRV		Y N		Run times		5H20M 40M	
Coverage		Good		MV		Y N		Days of Week		S M T W Th F S	

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

Comments: zones 10 11 12 13 14 15 not responding wire issue



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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater					
Location	Right lake		Location	Right lake		Location	Torcido controller						
Type	RB		Size			Technician	Mark						
Rain Guage	Y	N	Source	Meter	Well	Date	1/28/2026						
Power on	Y	N				Program	A	B	C				
General Information			Backflow			Start Times	10:00 PM	10:00 PM	8:00 PM				
Valve Type			PRV	Y	N	Run times	3H10M	3H20M	30M				
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S

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

Comments: General Maintenance



Duval Landscape



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater											
Location	Right corner		Location	Right corner		Location	Rincon dr and ensenada												
Type	RB		Size			Technician	Mark												
Rain Guage	Y	N	Source	Meter	Well	Date	1/28/2026												
Power on	Y	N				Program	A	B	C										
General Information			Backflow			Start Times	10:00 PM	10:00 PM	12:00 PM										
Valve Type			PRV	Y	N	Run times	6H	6H	20M										
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S						
Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	s	x	x						1						x				Across from Park right
2	s	x	x												x				Right of rincon
3	s	x	x												x				Around controller
4	s	x	x											2	x				BTW curb and sidewalk left side
5	s	x	x												x				Right side ensanada 1/2 way
6	s	x	x			1									x				Right side ensanada 3/4 way
7	s	x	x												x				Right side ensanada end
8	s	x	x	x											x				Ensanada/ Rincon right side flowers
9	s	x	x	x		1									x				Ensanada/Rincon Left side flowers
10	s	x	x												x				Rincon 300-248
11	s	x	x			1									x				Rincon 238-202
12	s	x	x						2					1	x				Rincon 190*150
13	s	x	x			1									x				Rincon 130-88
14	s	x	x			1									x				Rincon 78-clock
15	r	x	x												x				Rincon Pond clock-98
16	r	x	x			1									x				Rincon pond 108-290
17	r	x	x												x				Rincon pond to ensanada
18	r	x	x												x				Ensanada Pond at clock
19	s	x	x												x				Ensanada left side at park
20	s	x	x			1									x				Ensanada left side 1/4 way
21	s	x	x												x				Ensanada left side 1/2 way
22	s	x	x												x				Ensanada left side 3/4 way
23	s	x	x												x				Ensanada left side end

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

Comments:
multiple zones not responding





Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater							
Location		Right lake		Location		Right lake		Location		Middle lift station					
Type	RB		Size				Technician		Mark						
Rain Guage	Y	N	Source		Meter	Well	Date		1/27/2026						
Power on	Y	N					Program		A	B	C				
General Information			Backflow					Start Times		10:00 PM	10:00 PM	12:00 PM			
Valve Type			PRV		Y	N	Run Times		5H	7H	1H				
Coverage	Good		MV		Y	N	Days of Week		S	M	T	W	Th	F	S

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

25	r	x	x												x				Around lake
26	r	x	x												x				around lake
27	r	x	x									1			x				Berm Left Glorieta
28	r	x	x												x				Berm right of Glorieta
29	r	x	x												x				pond on oletta way.
30	S																		Las Celinas/oval

Comments: zones 3 23 not responding



Duval Landscape
MAINTENANCE



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater								
Location		Lake bank		Location		Location		Brasilia + Glorieta Drive								
Type		RB		Size		Technician		Mark								
Rain Guage		Y	N	Source		Meter	Well	Date		1/27/2026						
Power on		Y	N				Program		A	B	C					
General Information			Backflow			Start Times		10:00 PM								
Valve Type				PRV		Y	N	Run times		2H40M						
Coverage		Good		MV		Y	N	Days of Week		S	M	T	W	Th	F	S

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

Comment: General Maintenance



Duval Landscape
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Duval Landscape

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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		Del norte											
Location	Lift station		Location	Lift station		Location	Rio Del norte												
Type	Hunter		Size	5hp		Technician	Mark												
Rain Gauge	Y	N	Source	Meter	Well	Date	1/27/2026												
Power on	Y	N				Program	A	B	C										
General Information			Backflow			Start Times	10:00 PM	12:00 PM											
Valve Type			PRV	Y	N	Run Time	1H40M	30Min											
Coverage	Good		MV	Y	N	Days of Week	S	M	T W Th F S										
Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Low pressure	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1																			
2	r	x	x											x					Island back of Del norte
3	s	x	x	x										x					Both sides at stop sign
4	r	x	x	x										x					Right side back of sidewalk
5	r	x	x											x	1				Island at mailboxes

Comments: General Maintenance



Duval Landscape
MAINTENANCE



January 28, 2026
Sweetwater Creek CDD

Contract No. - 40683

PULL PUMP OUT OF WELL AND REPLACE 5HP 230V 1PH MOTOR . REPLACE PUMP END WITH A

GRUNDFOS 77S50-10 PUMP END AND REPLACE SUBMERSIBLE WIRE . REINSTALL PUMP IN WELL

AND TIE BACK INTO DISCHARGE LINE . REPLACE PRESSURE RELIEF VALVE AND REPLACE

PRESSURE GAUGE . REWIRE PUMP AT WELL AND REPLACE 5HP 230V 1PH DELUXE CONTROL

BOX . REWIRE CONTROL BOX AND SET PRESSURE RELIEF VALVE . TEST SYSTEM .

* CUSTOMER WILL NEED TO TRIM LIMBS AND TAKE BUSHES OUT TO CLEAR A PATH FOR

TRUCK TO GET TO WELL .

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Hoist Truck	1.00	\$150.00	\$150.00
5HP 230V 1PH 4" Sub Motor	1.00	\$2,500.00	\$2,500.00
5HP 230V 1PH 4" Sub Pump	1.00	\$3,000.00	\$3,000.00
5Hp Deluxe Control Box	1.00	\$1,200.00	\$1,200.00
#10 Submersible wire	1.00	\$750.00	\$750.00
#10 Heat shrink	1.00	\$80.00	\$80.00
Pressure Relief Valve	1.00	\$350.00	\$350.00
.25" Oil filled Pressure gauge	1.00	\$75.00	\$75.00
Misc Irrigation Supplies	1.00	\$100.00	\$100.00
Irrigation Labor	5.00	\$150.00	\$750.00
			\$8,955.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
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Contract No. - 40683

Sweetwater Creek CDD

January 28, 2026

Irrigation Service/Repairs	\$0.00	\$8,955.00
	\$0.00	\$8,955.00

Sale	\$8,955.00
Sales Tax	\$0.00
Total	\$8,955.00

By _____
Joshua Boucher

Date 1/28/2026

Duval Landscape Maintenance

By _____

Date _____

Sweetwater Creek CDD

EXHIBIT 8

Project No. 23273	Project Name - SweetWater CDD: 415 Medio Dr. Pothole	Date and Time 01/14/2026 3:30pm
Contractor n/a	Project Manager Alex Acree	Quality Control Monitor Pong Lanh
Temperature 63 High 53 Low	Weather Overcast w/ on/off lite rain.	Hours on Jobsite 1.0

JOB SITE OBSERVATION REPORT

Site Investigation:

415 Medio Dr. Pothole/Roadway Depression:

- It appears a roadway area of 15' by 46' at front of 415 Medio Dr. got depress/sink about 1/2" to 3/4", more so along the curb line.
- It looks like the curb along the front of the property got replaced. No surface evident explains the roadway depression. Checked the sanitary manhole downstream (east of depression) and the flow is brownness clay color verses the upstream manhole flow was clearer.
- A large area of roadway depression would suggest a large and deep cavity, the area was not compacted during repair or leak/broken of underground utility.
- Suggesting TVing the sanitary main between the manholes and the lateral service from 415 Medio Dr. for potential soil intrusion.



Photo 5795: Lateral service at right of driveway.



Photo 5797: Roadway depression at east end.



Photo 5798: Roadway depression at west end.



*Photo 5799: About 15' wide of roadway depressed,
View Eastward.*



*Photo 5801: About 15' wide of roadway depressed,
View Westward.*



*Photo 5807: About 46' length of roadway depressed,
View Westward.*

EXHIBIT 9

Stormwater Facility Inspection Checklist

Instructions

Prior to the inspection, the Inspector should review the permit for the facility and the design or as-built drawing for the facility.

This inspection checklist is required for the documentation of the annual inspection of all permitted stormwater systems. Complete all parts of the general data section for the project site. Attach any additional required documentation, if necessary. In the "All Technologies" category, mark all items as "satisfactory" or "unsatisfactory." For all other categories, either select "N/A" and minimize the category or mark all inspection items as "satisfactory" or "unsatisfactory." If the system described does not contain a component that is listed for inspection mark that item as "N/A"

For any item marked unsatisfactory, provide a comment below the BMP technology describing maintenance action needed to bring the system back into compliance. Within 30 days of any failure of a stormwater management system or if any components of the constructed system are found to be not in substantial conformance with the permitted system, a report shall be submitted by the permittee or their authorized representative to the Agency using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," (June 28, 2024), as per 62-330.331(2) F.A.C., describing the remedial actions taken to resolve the failure or deviation.

Inspection reports will be submitted by the permittee or their authorized representative to the applicable permitting agency. Each inspection report must be signed by a certified inspector or a registered professional to certify its authenticity.

Inspection Checklist

General Data

2025
Inspection Date 12/17 → 12/19
Location
Project Name Rio Del Norte, Palencia (Transfer)
Permit Number 71374-61
Time since last storm event ☐ <24 hours ☐ 24-48 hours ☐ 48-72 hours ☒ >72 hours
Permit Holder Sweetwater Creek
Permit Effective Date 03/28/2018
Inspector Name Branden Marcinell
Inspector Contact Information Community Development District
7 Waldo Street, St Aug FL 32084 Brandene@MDGinc.com 904-826-1334
Multiple BMP types in the system No ☒ Yes ☐ List All: Wet Ponds
Permit drawings have been reviewed No ☐ Yes ☒
Additional Photos Attached ☒ N/A ☐
Compliance Activity Record Attached ☒ N/A ☐

All (or other unlisted) Technologies

Items for inspection	Satisfactory	Unsatisfactory
General		
BMPs and treatment facilities are in good repair and operational	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BMPs and treatment facilities are free from debris buildup that may impair function	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Berms, embankments, curbing, or other methods used to impound, divert, and direct discharges are adequate and in good condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The discharge (if any) is free of floating materials, visible oil sheen, discoloration, turbidity, odor, foam, or any other signs of contamination	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vegetation		
Mowing done when needed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Grass clippings removed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Inlets		
Good condition, no need for repair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion* <i>Comment</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Outlets/overflow spillway		
Good condition, no need for repair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion*	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments: *Not extreme or concerning*

Traditional BMPS

Swales N/A ☒ *BM*

Items for inspection	Satisfactory	Unsatisfactory
Debris Cleanout		
Swales and contributing areas clear of debris*	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation		
No evidence of erosion*	<input type="checkbox"/>	<input type="checkbox"/>
No weeds or invasive plants present	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of nutrient deficiency	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of disease	<input type="checkbox"/>	<input type="checkbox"/>
Grasses/sod are not in need of replanting/resodding	<input type="checkbox"/>	<input type="checkbox"/>
No signs of drought stress	<input type="checkbox"/>	<input type="checkbox"/>
No signs of plant overgrowth	<input type="checkbox"/>	<input type="checkbox"/>
Recovery		
Swale recovers between storms within permitted timeframe	<input type="checkbox"/>	<input type="checkbox"/>
Swale clean of sediments		
Good condition, no need for repair	<input type="checkbox"/>	<input type="checkbox"/>
No areas of sediment buildup*	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion*	<input type="checkbox"/>	<input type="checkbox"/>
Inlet Structure / Pretreatment:		
Good condition, no need for repair	<input type="checkbox"/>	<input type="checkbox"/>
No trash/debris/sediment in or around inlet structures*	<input type="checkbox"/>	<input type="checkbox"/>
No evidence that runoff is short-circuiting the inlet	<input type="checkbox"/>	<input type="checkbox"/>

Emergency Overflow / Outlet Structure		
Good condition, no need for repair	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of accumulation of trash, debris, or sediment in or around outlet structure(s)*	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion, or flooding around structures*	<input type="checkbox"/>	<input type="checkbox"/>
Swale Blocks N/A <input type="checkbox"/>		
If swale blocks or other structures are present, there is no evidence of erosion at downstream toe of structure*	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Wet Pond N/A ☐

Type of wet pond _____

Items for inspection	Satisfactory	Unsatisfactory
Vegetation		
No signs of damage from animal activity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No signs of stress or disease	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No emergent invasive plant life	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No areas need replanting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dead plant material is removed, if necessary	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Upland banks are maintained		
Structural		
Embankment condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Side slopes are stable	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fences/access repairs		
Fence(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
Lock(s) and gate(s) function are adequate	<input type="checkbox"/>	<input type="checkbox"/>
Inlets		
Inlet(s) condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Runoff is not short-circuiting the inlet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No evidence of trash/debris/sediment in or around inlet *	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion, gullies, rills, or flooding around inlet *	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Outlets/overflow spillway/ drain gate		
Outlet(s) condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No evidence of trash/debris/sediment in or around outlet *	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion, gullies, rills, or flooding around outlet *	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weir System: drawdown and overflow weir		
Weir system condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No evidence of clogging *	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Clear of debris*	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments: Present but not concerning

Dry Pond N/A ☒ BM

Type of dry pond _____

Items for inspection	Satisfactory	Unsatisfactory
Debris Cleanout		
Basin bottom clear of debris*	<input type="checkbox"/>	<input type="checkbox"/>
Emergency spillway clear of debris*	<input type="checkbox"/>	<input type="checkbox"/>
Recovery		
Pond recovers between storms	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation		
No signs of damage from animal activity	<input type="checkbox"/>	<input type="checkbox"/>
No signs of stress or disease	<input type="checkbox"/>	<input type="checkbox"/>
No emergent invasive plant life	<input type="checkbox"/>	<input type="checkbox"/>
Does not need replanting	<input type="checkbox"/>	<input type="checkbox"/>
Not overgrown	<input type="checkbox"/>	<input type="checkbox"/>
Sediment cleanout of pond		
No evidence of sedimentation in pond	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion at downstream toe	<input type="checkbox"/>	<input type="checkbox"/>
Structural		
Embankment condition	<input type="checkbox"/>	<input type="checkbox"/>
Side slopes are stable	<input type="checkbox"/>	<input type="checkbox"/>
Fences/access repairs		
Fence(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
Lock(s) and gate(s) function adequate	<input type="checkbox"/>	<input type="checkbox"/>
Underdrain/side bank Filters		
Cleanout caps present and in good condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of clogging	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion over or adjacent to filter*	<input type="checkbox"/>	<input type="checkbox"/>
Inlets		
Inlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion, gullies, rills, or flooding around inlet*	<input type="checkbox"/>	<input type="checkbox"/>
Outlets/overflow spillway		
Outlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion, gullies, rills, or flooding around outlet*	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Exfiltration Trench N/A ☒ Bm

Items for inspection	Satisfactory	Unsatisfactory
Debris Cleanout		
Trench surface clear of debris*	<input type="checkbox"/>	<input type="checkbox"/>
Inlet areas clear of debris*	<input type="checkbox"/>	<input type="checkbox"/>
Inflow pipes clear of debris*	<input type="checkbox"/>	<input type="checkbox"/>
Overflow spillway clear of debris*	<input type="checkbox"/>	<input type="checkbox"/>
Sediment traps or forebays		
Sufficiently trapping sediment	<input type="checkbox"/>	<input type="checkbox"/>
Has additional storage capacity available until next maintenance action	<input type="checkbox"/>	<input type="checkbox"/>
Sediment buildup has been removed	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation		

Water does not stand on vegetative surface	<input type="checkbox"/>	<input type="checkbox"/>
Good vegetative cover exists	<input type="checkbox"/>	<input type="checkbox"/>
Recovery		
Trench recovers between storms	<input type="checkbox"/>	<input type="checkbox"/>
Sediment cleanout of trench		
No evidence of sedimentation in trench*	<input type="checkbox"/>	<input type="checkbox"/>
Inlets		
Inlet intake(s) functioning adequately	<input type="checkbox"/>	<input type="checkbox"/>
Inlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of flooding around inlet	<input type="checkbox"/>	<input type="checkbox"/>
Outlets/overflow spillway		
Outlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of flooding around outlet	<input type="checkbox"/>	<input type="checkbox"/>
Structural		
Embankment condition	<input type="checkbox"/>	<input type="checkbox"/>
Side slopes are stable	<input type="checkbox"/>	<input type="checkbox"/>
Aggregate repairs		
Surface of aggregate clean	<input type="checkbox"/>	<input type="checkbox"/>
Top layer of stone does not need replacement	<input type="checkbox"/>	<input type="checkbox"/>
Trench does not need rehabilitation	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Pervious Pavers/Pavement N/A ☒ BM

Items for inspection	Satisfactory	Unsatisfactory
Debris Cleanout		
Paving area clean of debris*	<input type="checkbox"/>	<input type="checkbox"/>
Site Area		
Drainage area contains stable soil that will not clog pavers	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation on site healthy and glass clippings removed	<input type="checkbox"/>	<input type="checkbox"/>
Runoff is not short-circuiting the pavers	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion, gullies, or rills around site	<input type="checkbox"/>	<input type="checkbox"/>
Infiltration		
Infiltration Test meets requirements	<input type="checkbox"/>	<input type="checkbox"/>
Recovery		
Pervious paving recovers between storms	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of clogging or standing water	<input type="checkbox"/>	<input type="checkbox"/>
Sediments		
Pavement area clean of sediments	<input type="checkbox"/>	<input type="checkbox"/>
Area vacuum swept on a periodic basis	<input type="checkbox"/>	<input type="checkbox"/>
Structural Integrity		
No evidence of surface deterioration	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of rutting or spalling	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of pavement settling	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of missing aggregate between pavers	<input type="checkbox"/>	<input type="checkbox"/>

Outlets		
Outlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of clogging	<input type="checkbox"/>	<input type="checkbox"/>
Clean out caps present if included	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation cells N/A <input type="checkbox"/>		
Vegetation healthy	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation not overgrown	<input type="checkbox"/>	<input type="checkbox"/>
No grass clippings present *	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____		

Stormwater Vaults or Tanks N/A ☒ Bm

Items for inspection	Satisfactory	Unsatisfactory
Debris Cleanout		
Paving area clean of debris*	<input type="checkbox"/>	<input type="checkbox"/>
Recovery		
Recovers between storms	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of standing water	<input type="checkbox"/>	<input type="checkbox"/>
No nuisance flooding evident	<input type="checkbox"/>	<input type="checkbox"/>
Sediments		
Clear of sediments*	<input type="checkbox"/>	<input type="checkbox"/>
Structural Integrity		
No evidence of surface deterioration	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of cracking	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of rutting or spalling	<input type="checkbox"/>	<input type="checkbox"/>
Safety		
Ladders functioning and in good repair	<input type="checkbox"/>	<input type="checkbox"/>
Adequate venting for access	<input type="checkbox"/>	<input type="checkbox"/>
Contains primary and secondary access	<input type="checkbox"/>	<input type="checkbox"/>
Inlets		
Inlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of scouring	<input type="checkbox"/>	<input type="checkbox"/>
Outlets		
Outlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion *	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of clogging	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____		

Constructed Marsh System N/A ☒ Bm

Items for inspection	Satisfactory	Unsatisfactory
Debris Cleanout		
Marsh System clear of debris*	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation		
Appears healthy	<input type="checkbox"/>	<input type="checkbox"/>

No emergent invasive plant life	<input type="checkbox"/>	<input type="checkbox"/>
No signs of damage from animal activity	<input type="checkbox"/>	<input type="checkbox"/>
No signs of stress or disease	<input type="checkbox"/>	<input type="checkbox"/>
No areas need replanting	<input type="checkbox"/>	<input type="checkbox"/>
Dead plant material removed, as necessary	<input type="checkbox"/>	<input type="checkbox"/>
Upland banks are maintained	<input type="checkbox"/>	<input type="checkbox"/>
Flow		
No signs of channeling or erosion *	<input type="checkbox"/>	<input type="checkbox"/>
Maintains minimum permitted water elevation	<input type="checkbox"/>	<input type="checkbox"/>
No signs of drought or short-circuiting	<input type="checkbox"/>	<input type="checkbox"/>
Inlets		
Inlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
Runoff is not short-circuiting the inlet	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of trash/debris/sediment in or around inlet *	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion, gullies, rills, or flooding around inlet *	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation around inlet in good condition	<input type="checkbox"/>	<input type="checkbox"/>
Outlets/emergency outflow N/A <input type="checkbox"/>		
Outlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of trash/debris/sediment in or around outlet *	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion, gullies, rills, or flooding around outlet *	<input type="checkbox"/>	<input type="checkbox"/>
Weir System or Level Spreader N/A <input type="checkbox"/>		
Weir system condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of clogging	<input type="checkbox"/>	<input type="checkbox"/>
Clear of debris*	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Vegetative Natural Buffers N/A ☒ BM

Items for inspection	Satisfactory	Unsatisfactory
Debris Cleanout		
Buffer clear of debris*	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation		
Vegetation healthy	<input type="checkbox"/>	<input type="checkbox"/>
No emergent invasive plant life	<input type="checkbox"/>	<input type="checkbox"/>
No signs of damage from animal activity	<input type="checkbox"/>	<input type="checkbox"/>
No signs of stress or disease	<input type="checkbox"/>	<input type="checkbox"/>
No areas need replanting	<input type="checkbox"/>	<input type="checkbox"/>
Dead plant material removed, as necessary	<input type="checkbox"/>	<input type="checkbox"/>
Upland banks are maintained	<input type="checkbox"/>	<input type="checkbox"/>
Flow		
No signs of channeling or erosion *	<input type="checkbox"/>	<input type="checkbox"/>
Maintain minimum permitted water elevation	<input type="checkbox"/>	<input type="checkbox"/>
No signs of drought or prolonged ponding	<input type="checkbox"/>	<input type="checkbox"/>
Inlets		
Inlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
Runoff is not short Circuiting the inlet	<input type="checkbox"/>	<input type="checkbox"/>

No evidence of trash/debris/sediment in or around inlet *	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion, gullies, rills, or flooding around inlet *	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation around inlet in good condition	<input type="checkbox"/>	<input type="checkbox"/>
Outlets/emergency outflow N/A <input type="checkbox"/>		
Outlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of trash/debris/sediment in or around outlet *	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion, gullies, rills, or flooding around outlet *	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Green Roof N/A ☒ Bm

Items for inspection	Satisfactory	Unsatisfactory
Debris Cleanout		
Vegetated area clear of debris*	<input type="checkbox"/>	<input type="checkbox"/>
Dewatering		
Recovers between storms	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of ponding or inundation	<input type="checkbox"/>	<input type="checkbox"/>
Structural		
Constructed elements condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of roof leaks	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of exposed or actively eroding areas	<input type="checkbox"/>	<input type="checkbox"/>
Dispersal system/sprinkler N/A <input type="checkbox"/>		
Dispersal system/sprinkler functioning as intended	<input type="checkbox"/>	<input type="checkbox"/>
Piping in good repair	<input type="checkbox"/>	<input type="checkbox"/>
Pumps functioning as intended	<input type="checkbox"/>	<input type="checkbox"/>
Cistern tank functioning as intended	<input type="checkbox"/>	<input type="checkbox"/>
Overflow functioning as intended	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation		
Vegetation healthy	<input type="checkbox"/>	<input type="checkbox"/>
No emergent invasive plant life	<input type="checkbox"/>	<input type="checkbox"/>
No signs of nutrient deficiency/disease	<input type="checkbox"/>	<input type="checkbox"/>
No areas need replanting	<input type="checkbox"/>	<input type="checkbox"/>
Inlets/Catchments		
Inlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion*	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of clogging	<input type="checkbox"/>	<input type="checkbox"/>
Outlets		
Outlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of trash/debris/sediment in or around outlet*	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion or flooding *	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of bypassing	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Cistern N/A ☒ Bm

Items for inspection	Satisfactory	Unsatisfactory
Site area		

No evidence of clogging flow paths or pipes *	<input type="checkbox"/>	<input type="checkbox"/>
Structural		
Constructed elements condition	<input type="checkbox"/>	<input type="checkbox"/>
Condition of foundation if above ground	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of leaks	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of algal growth in cistern	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of prolonged storage	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation		
Trees appear healthy	<input type="checkbox"/>	<input type="checkbox"/>
Trees do not need replacing or pruning	<input type="checkbox"/>	<input type="checkbox"/>
No emergent invasive plant life	<input type="checkbox"/>	<input type="checkbox"/>
Inlets		
Inlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
Runoff is not bypassing the inlet(s)	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of trash/debris/sediment in or around inlet *	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion, gullies, rills, or flooding around inlet *	<input type="checkbox"/>	<input type="checkbox"/>
Screen and/or trap is secured and functioning properly	<input type="checkbox"/>	<input type="checkbox"/>
Screen and/or trap is clear of debris build up *	<input type="checkbox"/>	<input type="checkbox"/>
First flush collector (if present) clear of debris and properly functioning	<input type="checkbox"/>	<input type="checkbox"/>
Outlets/emergency overflow		
Outlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of trash/debris/sediment in or around outlet*	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion or flooding *	<input type="checkbox"/>	<input type="checkbox"/>
Pump N/A <input type="checkbox"/>		
Float switch functional	<input type="checkbox"/>	<input type="checkbox"/>
Pump functional	<input type="checkbox"/>	<input type="checkbox"/>
Healthy vegetation, if used for irrigation	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Tree Box or Tree Well N/A ☒ BM

Items for inspection	Satisfactory	Unsatisfactory
Site area		
Area clear of excess debris*	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion*	<input type="checkbox"/>	<input type="checkbox"/>
Structural		
Constructed elements condition	<input type="checkbox"/>	<input type="checkbox"/>
Device dewateres between storms	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of inundation	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of sediment build up *	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation		
Tree(s) appears healthy	<input type="checkbox"/>	<input type="checkbox"/>
Tree(s) do not need replacing or pruning	<input type="checkbox"/>	<input type="checkbox"/>
No emergent invasive plant life	<input type="checkbox"/>	<input type="checkbox"/>

Inlets		
Inlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
Runoff is not bypassing the inlet	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of trash/debris/sediment in or around inlet *	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion, gullies, rills, or flooding around inlet *	<input type="checkbox"/>	<input type="checkbox"/>
Outlets/emergency overflow		
Outlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of trash/debris/sediment in or around outlet*	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion or flooding *	<input type="checkbox"/>	<input type="checkbox"/>
Underdrain, if installed		
All cleanouts clear from clogging or blockages *	<input type="checkbox"/>	<input type="checkbox"/>
Cleanouts in good condition	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____		

Bioswale or Raingarden N/A ☒ BM

Type of LID(s) _____

Items for inspection	Satisfactory	Unsatisfactory
Site area		
Area clear of excess debris*	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion or sedimentation *	<input type="checkbox"/>	<input type="checkbox"/>
Dewatering		
Ponding dewaterers between storms	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of inundation	<input type="checkbox"/>	<input type="checkbox"/>
Sediment cleanout		
No evidence of sedimentation	<input type="checkbox"/>	<input type="checkbox"/>
Structural		
Constructed elements condition	<input type="checkbox"/>	<input type="checkbox"/>
Mulch depth at least 2 inches	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of damage from wildlife	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion*	<input type="checkbox"/>	<input type="checkbox"/>
No sediment build-up*	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation		
Vegetation healthy	<input type="checkbox"/>	<input type="checkbox"/>
No emergent invasive plant life	<input type="checkbox"/>	<input type="checkbox"/>
No areas need replanting	<input type="checkbox"/>	<input type="checkbox"/>
Not overgrown	<input type="checkbox"/>	<input type="checkbox"/>
Inlets		
Inlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
Runoff is not short-circuiting the inlet area	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of trash/debris/sediment in or around inlet area*	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of erosion, gullies, rills, or flooding around inlet area*	<input type="checkbox"/>	<input type="checkbox"/>
Plant life around inlets condition	<input type="checkbox"/>	<input type="checkbox"/>
Outlets/overflow spillway		
Outlet(s) condition	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of trash/debris/sediment in or around outlet*	<input type="checkbox"/>	<input type="checkbox"/>

No evidence of erosion or flooding *	<input type="checkbox"/>	<input type="checkbox"/>
Underdrain N/A <input type="checkbox"/>		
All cleanouts clear from clogging or blockages	<input type="checkbox"/>	<input type="checkbox"/>
Cleanouts in good condition	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Non-Traditional BMPS

Other Manufactured BMPs N/A ☒ BM

Type of System _____

Items for inspection	Satisfactory	Unsatisfactory
Functioning based on permit and manufacturer specifications	<input type="checkbox"/>	<input type="checkbox"/>
No evidence of damage or clogging	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Monitoring Devices and Adaptive Controls N/A ☒ BM

Type of Monitoring Device(s) _____

Items for inspection	Satisfactory	Unsatisfactory
Computer components		
Functioning as intended	<input type="checkbox"/>	<input type="checkbox"/>
Recording data at permitted intervals	<input type="checkbox"/>	<input type="checkbox"/>
No signs of rusting, corrosion, or other weather damage	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

* That May Impair Function

Signature

Inspector Name: Branden Marcinell
 Signature of Inspector: Branden Marcinell
 Florida Registration Number:

56332 Qualified Stormwater
Management Inspector
7/11/2024

OPERATION AND MAINTENANCE INSPECTION CERTIFICATION

Instructions: Submit this form to the Agency within 30 days of completion of the inspection, or after any failure of a stormwater management system or deviation from the permit. This form will be used to document inspections required under Section 12.5 of Applicant's Handbook Volume I.

Permit No.: 71374-61 Application No.: _____ Date Issued: 03/28/2018
Identification or Name of Stormwater Management System: Rio Del Norte, Palencia (Transfer)
Phase of Stormwater Management System (if applicable): Compliance
Inspection Date: 12/17 → 12/19 2025

Included Documentation: (check all that are attached)

- ☒ Form 62-330.311(X) "Inspection Checklist" (Required for permitted inspection frequency)
- ☐ Updated O&M cost estimate
- ☐ Updated O&M Plan
- ☒ Monitoring Reports

Inspection results: (check all that apply)

- ☒ The undersigned hereby certifies that the works or activities are functioning in substantial conformance with the permit. This certification is based upon on-site observation of the system conducted by me or my designee under my direct supervision and my review of as-built plans.
- ☐ The following maintenance was conducted since the last inspection (attach additional pages if needed):

- ☐ The undersigned hereby certifies that I or my designee under my direct supervision has inspected this surface water management system and the system does not appear to be functioning in substantial conformance with the permit. I am aware that maintenance or alteration is required to bring the system into substantial compliance with the terms and conditions of the permit. As appropriate, I have informed the owner of the following:
 - a) The system does not appear to be functioning properly;
 - b) That maintenance or repair is required to bring the system into compliance; and
 - c) If maintenance or repair measures are not adequate to bring the system into compliance, the system may have to be replaced or an alternative design constructed subsequent to approval by the agency below.

The following components of the system do not appear to be functioning properly (attach additional pages if needed):

Any components of the constructed system that are not in substantial conformance with the permitted system shall require a written request to modify the permit in accordance with the provisions of Rule 62-330.315, F.A.C. If such modification request is not approved by the agency below, the components of the system that are not in conformance with the permit are subject to enforcement action under Sections 373.119, 373.129, 373.136, and 373.430, F.S.

OPERATION AND MAINTENANCE INSPECTION CERTIFICATION

Name of Inspector: Branden Marcinell Florida Registration Number
Or Qualified Inspector Number: 56332

Entity providing Inspector Training: Florida Department of Environmental Protection

Date of completion of Inspector Training: 7/11/2024

Inspector's Company Name: DCCM

Mailing Address: 7 Waldo Street

City: St. Augustine State: Florida Zip Code: 32084

Phone: 904-826-1334 Fax: _____ Email: Branden@MDGinc.com

Signature of Inspector Branden Marcinell Date 01/20/2026

Report Reviewed by Permittee:

Name of Permittee: _____

Signature of Permittee _____ Date _____

Title (if any) _____

EXHIBIT 10

Departmental Updates:

Landscape and Irrigation:

Duval is working with the General Manager on enhancing the entire community's landscaping. We are identifying areas that need improvement and creating a list of priorities for the Spring.

Louise Leister has been hired to audit the landscaping for the whole neighborhood. This will provide us with specific data regarding the health of our trees, grass, plants and soil. She will be able to identify areas of concern and provide recommendations that will be sustainable improvements. Ms. Leister does have services that she can provide on a weekly to monthly basis.

Pantana Vista Way is having the small bit of grass alongside the sidewalk killed. It will be replaced with pine straw to mirror the other side of the street.

Pond and Fountain Maintenance:

Future Horizons continues to monitor and treat our ponds as needed. Pump #3 is having troubles. Duval gave an estimate. East Coast Wells and St. Augustine Electric Motor Works have been contacted for additional quotes.

Fitness Center:

Wilson Heating and Air came out for quarter maintenance. There are a few repairs that are needed. They will be out next week.

We received a new modem. This has been helping tremendously. In the past few months, the internet has gone down a few times which didn't allow us to collect the most accurate data,

Pool:

Aquacal came out for maintenance to the five electric heaters. There were two minor repairs. Those are free of charge with only a visit fee. Our warranty does end this year.

Jamie made a small repair on one of the gas heaters. We have all seven heaters running and maintaining the pool at 81-82 degrees. The tarps do go on every night, and the pool is closed on the weekend if the weather is too dangerous.

Parks and Recreation:

Fidus Roof repaired the broken tiles on the Ensenada Park pavilion.

“No littering” signs were posted at Privado Park and “No Golf Cars beyond this point” signs were posted in the green space on Ovalo Ct.

Pickleball:

The Social League will begin on Wednesday, February 11th. This time the League will have two separate playing times to accommodate the volume of people participating.

We have 828 Court Reserve memberships

Bocce Ball:

We had the Grand Opening on Sunday, January 11th. It was well attended with all participants interested in League Play. I will be advertising to the neighborhood for League participation in February.

Maintenance:

Jamie covered another 3200 feet of curb along Ensenada. Pressure washing will continue once the temperature improves. Painting of the poles along Ensenada is one of our next big projects.

Please see MaintainX for the full report

Jan 28, 2026 at 10:20:30 AM
95-277 Rincon Dr
Saint Augustine FL 32095
United States



EXHIBIT 11

Louise Leister
Horticulture Consultant
4440 Daugharty Road
Deland, Florida , 32724

Sweetwater Creek CDD
Palencia
Erin Guinea

Landscape and Tree Audit Proposal

This proposal is for the review of the community and make recommendations to improve, update and walk through the areas with photos highlighting areas needing horticultural advise to bring the community up to a healthy thriving sustainable property.

The audit will walk thru each area taking photos and reporting on each section and improvements .

The report will highlight and recommend landscape contract items to improve their work within the community. I can and will meet with the landscape company property manager and review those items to improve their work.

The review will give a written report to the board and Erin on improvements and items needing horticultural changes. It will also make improvements to the areas to give a more sustainable area at each site.

The report will include a in person report to the board at a meeting highlighting what was discovered and the improvements to the community.

There is a one time fee for this audit of \$1,000.00 for this report and presentation to the board.

The Board can review the report and presentation with the recommendations and decide if they would like additional services as follows.

Services after the audit

Weekly reviews which is a one day per week walk thru with the landscape company representatives and Erin to review each area and continue evaluating each section. Compliance will be reported to Erin and the Board representative each week.
Fee for this is \$1,000.00 per month.

Bi weekly reviews which is one day every two weeks or two per month same as above for reporting and meetings with Erin and representatives and a board report.
Fee for this service is \$650.00

Monthly service is a once a month review same as above for reporting and walk thru with Erin and representatives with a Board report.
Fee for this service is \$500.00

Services include design recommendations, plant species, pruning techniques and tree reviews as well. Reports health reports for palms, trees and shrubs and correction services to follow to bring the landscape back to a healthy community that is sustainable.

EXHIBIT 12

December	Numbers	
January - GYM	As of Jan 27 th : #1347	Dec #1304 Nov #1175
January - CLASSES	As of Jan 27 th : #701	Dec was #537
Most ATTENDED Class	11:10am Senior Stretch	Monday
Pickleball Members	#828 members registered January	(#820- members registered) DEC
Gym Orientation Jan 8 th	24 people attended	
Gym Orientation Jan 13 th	13 people attended	



Winter Pool Tarp Hours are a regular occurrence now with Winter temps sticking around for a bit.

February Gym Orientation will be held Feb 2nd at 7pm with personal trainer Diane. This will show NEW people around and give basic gym etiquette and rules of the gym along with basic use of the machines.

EXHIBIT 13

**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 into as of this ____ day of _____ 2026, 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, the term “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 non-resident 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

Limitation on Reciprocal Usage Rights. *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 14

RESOLUTION 2026-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE
DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

_____ is appointed Chairman.

_____ is appointed Vice Chairman.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of February, 2026.

ATTEST:

**SWEETWATER CREEK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors