

Sweetwater Creek Community Development District

12051 Corporate Boulevard,

Orlando, FL 32817

407-382-3256

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The meeting of the Board of Supervisors of Sweetwater Creek Community Development District will be held **Thursday, February 1, 2018 at 1:45 p.m.** at 4730 Casa Cola Way, St. Augustine, FL 32095. The following is the agenda for this meeting.

Call In Number:
1-877-864-6450

Passcode:
974058

BOARD OF SUPERVISORS MEETING AGENDA

A. Business Matters

- Call to Order
- Roll Call
- Public Comment Period
 1. Consideration of the Minutes of the December 14, 2017 Board of Supervisors Meeting
 2. Consideration of Bills of Sale for Utilities for Phases 3A-2 and 3A-4
 3. Consideration of Resolution 2018-05, Granting Authority to the Chairperson to Approve Conveyances of Utilities
 4. Consideration of Resolution 2018-06, Resolution Regarding General Election
 5. Approval of Landscaping & Irrigation Maintenance Bid Package
 6. Ratification of Payment Authorizations 2018-04 – 2018-10
 7. Review of District Financial Statements (*provided under separate cover*)

B. Other Business

- Staff Reports
 - Attorney
 - Engineer
 - Manager – Next meeting – March 1, 2018
- Audience Comments and Supervisors Requests

C. Adjournment

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Minutes
December 14, 2017
Board of Supervisors Meeting

MINUTES OF MEETING

*Sweetwater Creek Community Development District
Board of Supervisors Meeting
625 Palencia Club Drive, St. Augustine, FL 32095
Thursday, December 14, 2017 at 1:45 p.m.*

Present:

| | | |
|---------------|--------------|-------------|
| Chris Mayo | Board Member | |
| Monique Perna | Board Member | |
| Scott McNary | Board Member | |
| Scott Keiling | Board Member | |
| Zenzi Rogers | Board Member | (via phone) |

Also present were:

| | | |
|-------------------------|-----------------------------|-------------|
| Jill Burns | Fishkind & Associates | |
| Wes Haber | Hopping Green & Sams | |
| Stephen Dupries | Lennar Homes | |
| Joe Maclaren | Fishkind & Associates | (via phone) |
| Jen Walden | Fishkind & Associates | (via phone) |
| Howard Hoffman | Marshall Creek Board Member | |
| Irving Merlette | Resident | |
| Solomon Moody | Resident | |
| Jonny Darrell Robinette | Resident | |
| Dan Stansky | Resident | |

FIRST ORDER OF BUSINESS

**Business Matters
Call to Order**

This meeting was called to order at 1:55 p.m. and roll call was initiated. Board Members Chris Mayo, Monique Perna, Scott McNary, and Scott Keiling were present, constituting a quorum. Others in attendance are listed above.

Public Comment Period

Ms. Burns explained that this is the portion of the agenda for any member of the public to make comments on any of the agenda items listed. She noted that there is a public hearing

listed for Agenda Item 3 and asked for public comments on that item to wait until that public hearing portion. There is also another public comment period at the end to discuss anything that is not found on the agenda. Ms. Burns asked if there were any questions on agenda items.

There were no public comments at this time.

**Consideration of the
Minutes of the November 2,
2017 Board of Supervisors'
Meeting**

The Board reviewed the minutes from the November 2, 2017 Board of Supervisors' Meeting. Ms. Burns requested a motion from the Board to approve the minutes.

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| <p>On MOTION by Ms. Perna, seconded by Mr. McNary, with all in favor, the Board approved the minutes of the November 2, 2017 Board of Supervisors meeting.</p> |
|--|

**Consideration of Resolution
2018-03, Electing Officers**

Ms. Burns explained that at the last meeting Ms. Mayoros resigned and the Board replaced her with Ms. Rogers which left the District without a Chair. Ms. Burns requested nominations for a Chair. She suggested that the Board could elect Ms. Rogers as the Chair and leave all the other officers the same. The Board was in agreement to nominated Ms. Rogers as Chair. Ms. Burns requested a motion to approve Resolution 2018-03, as outlined.

A resident asked to comment and the Board allowed it. The resident noted that at the last meeting a Supervisor asked Ms. Mayoros to resign and asked why one Supervisor would request another Supervisor to resign. Ms. Burns noted that Ms. Rogers was previously on the Board and she went away on active duty in the military and Ms. Mayoros stepped in for her while she was away and it was always in the anticipation that once Ms. Rogers returned she would regain her spot within the developer's office and on the Board. The resident was concerned that asking Ms. Mayoros to step down takes a resident off the Board and Ms. Burns explained that Ms. Mayoros was a representative of Lennar and she noted that there are two resident Board members who are Ms. Perna and Mr. McNary and the three other Board Members represent Lennar. The resident asked how that plays out in the

way a CDD is supposed to operate. Mr. Haber noted that it is in accordance with the way that CDDs are supposed to operate, if a Board Member chooses to resign it reflected that while the request was made it was up to that particular Supervisor whether they wanted to resign and they chose to resign and Chapter 190 provides that the remaining Board Members appoint someone to fill that vacancy and take the term of the prior Board member and that term will expire at the same time it would originally expire and it was done in accordance with what the law would contemplate. The resident asked about the process in which the residents are represented on the Board and Mr. Haber said that process remains in place by law by Chapter 190 Florida Statutes. He explained the process for the residents to be on the Board. He noted that in 2018 two more seats will be open for residents and in 2020 two seats will expire and the last of the Developer seats will be open for a resident and then the whole Board will be controlled by the residents. Another resident asked about a resident from Emerald sitting on the Board and Mr. Haber said that it is open to any resident of the Sweetwater Creek CDD and he noted that there will be a qualification period in 2018 and explained the process to the residents.

On MOTION by Mr. McNary, seconded by Mr. Keiling, with all in favor, the Board approved Resolution 2018-03, Electing Officers of the District

**Consideration of Resolution
2018-04, Levying
Reallocated Assessments
a) Public Comments and
Testimony
b) Board Comments**

Ms. Burns explained that at the previous meeting there was a request from Lennar to change some lots types in the next phase that they are developing and that resulted in reallocating the assessments. There is no change to the existing homeowners in the existing phases. That was discussed at the last meeting and District staff sent the mailed notice to the Landowner and advertised the public hearing in the paper. Ms. Burns requested a motion to open the public hearing.

On MOTION Ms. Perna, seconded by Mr. McNary, with all in favor, the Board opened the public hearing.

Ms. Burns noted that the resolution in the agenda is behind Tab 3 and there are also two exhibits, the Third Supplemental Assessment Methodology as well as the Engineer's Report. Ms. Burns noted that nothing changed since it was brought before the Board last time but Ms. Burns has one thing to note now. She noted that on Table 4 it outlines the lots types and it says 85-88 and it should say 80-88 but that is the only change. A resident asked some questions and Ms. Burns answered them. A resident asked a question relating to the total planned units and Ms. Burns answered that there is a total of 726 units planned according to the revised Unit Count outlined in Table 3. Mr. Haber noted that even though the number of units is increasing the lots are assigned an ERU based on the size of the lot so even though there are more lots, there are more smaller lots so the number of ERUs decreased so what this is doing is increasing assessments on some of the units as a result of the fact that there are fewer ERUs to spread those assessments over. Ms. Burns called for questions, hearing none, she requested a motion to close the public hearing.

On MOTION Mr. McNary, seconded by Mr. Mayo, with all in favor, the Board closed the public hearing.

Ms. Burns requested a motion to approve Resolution 2018-04. Mr. Haber stated that the District is in the process of working with a Bondholder in connection with getting a consent to this change to the assessments. The assessments are the security for the Bonds so the District needs a consent of the majority Bondholder to authorize this. He has not officially gotten the signed consent but he believes it will be forthcoming and he recommended that the motion would be to approve this resolution subject to receipt of the signed consent from the majority Bondholder.

On MOTION Mr. McNary, seconded by Mr. Mayo, with all in favor, the Board approved Resolution 2018-04, Levying Reallocated Assessments, subject to the receipt of the signed consent from the majority Bondholder.

Consideration of ETM Work Authorization No. 7

Mr. Dupries explained that the District currently has an existing Consumptive Use Permit that allows for withdrawal of stormwater from certain stormwater ponds around the District

for irrigation use along with withdrawal from wells adjacent to those stormwater pump stations for irrigation use. Due to land plan changes Lennar has made with Phase 3 the District needs to do a modification to that existing Consumptive Use Permit to adjust locations for where some of the future proposed wells and pump stations are to make it more efficient and a better use for the District. The District had the pre-application meeting with the Water Management District already and it seems like it will be a minor modification to the Consumptive Use Permit. Ms. Burns noted that District staff is looking for Board Authorization for ETM to work on the change to the permit and Lennar is going to fund the expense related to that.

On MOTION Mr. Keiling, seconded by Mr. Mayo, with all in favor, the Board approved ETM Work Authorization No. 7.

**Discussion Regarding
Landscape Contract**

Ms. Rogers and Ms. Burns met with Roy Hutcherson at Marshall Creek last week. This Board and many residents have been discussing the option of having Marshall Creek's landscaping crew take over the Sweetwater Creek Contract. Now that they have the new maintenance building Mr. Hutcherson has indicated that they are able to do that. He will work on the proposal for the District and thought that he would be able to do it for under the public bid threshold. Ms. Burns and Ms. Rogers previously discussed it and thought that if the Board were in agreement they could get authorization from the board to terminate the current contract and enter into an agreement with Marshall Creek for a not to exceed amount of the current landscape Contract with the understanding that if they were not able to do it for that amount the Board would have to come back and publicly bid that work. A discussion took place between District staff and the Board. Mr. Robinette asked if Marshall Creek knew what the District was paying and Ms. Burns said that they did not and that there is a Public Bid Threshold of \$195,000.00 and if there is a maintenance contract that is going to be over that amount the District is required to publicly go through a bidding process and if Marshall Creek can do the work including addition of the Phase 3 lands for under the bid threshold then the District could enter into a contract with them without having to go through a lengthy process of publicly bidding. Mr. Robinette stated that he would prefer a sealed bid process.

Ms. Burns requested a motion to terminate the Land Care Contract if Marshall Creek is able to perform the scope of the current contract for under the \$195,000.00 bid amount.

Mr. Haber asked if the expectation is that the District will want to sign a contract with them prior to the next meeting and if so then a Board Member should be given authority to sign it and bring it back to the Board for ratification. He also stated that this agreement will have a 30-day termination policy with or without cause. Ms. Burns requested a motion to terminate with Landcare if Marshall Creek is able to perform the service for under the bid threshold and authorize Ms. Rogers to sign off on the final agreement with Marshall Creek CDD.

On MOTION Mr. McNary, seconded by Mr. Keiling, with all in favor, the Board approved terminate with Landcare if Marshall Creek is able to perform the service for under the bid threshold and authorize Ms. Rogers to sign off on the final agreement with Marshall Creek CDD.

**Ratification of Payment
Authorizations 2018-02 &
2018-03**

These have already been approved by the Chair and just need to be ratified by the Board. Mr. McNary questioned charge over \$4,000.00 Ms. Burns said that she will check and see the reason why it was not billed and why it was submitted for reimbursement. A question was raised on if there is an insurance policy for the storm clean up that the District did for Hurricane Irma. Ms. Burns said that the District does have an insurance policy but it does not cover debris removal or trees. Ms. Burns said that the District filed for the debris clean up reimbursement with FEMA and noted that it is a lengthy process. She expects that the District will get the FEMA money back but may not be in this fiscal year. A resident stated that the Marshall Creek District received an obligation from FEMA for damage sustained to the Boardwalk from Hurricane Mathew but have not been reimbursed for it yet. Ms. Burns said that the District is 10,000.00 over budget for storm clean up this year but thinks that the District can make it up in landscaping. One of the Board Members brought up the Haines piece of property that sustained erosion and has not been repaired yet. Ms. Burns will talk to Bob on what needs to be done because the deadline to submit it is in the last week of January.

On MOTION by Ms. Perna, seconded by Mr. Mayo, with all in favor, the Board ratified Payment Authorizations 2018-02 - 2018-03.

Review of District Financial Statements

The Board reviewed the financial statements. There was no action required by the Board.

SECOND ORDER OF BUSINESS

Other Business

Staff Reports

Attorney- No Report

Engineer- No Report

Manager- The next meeting is scheduled for January 4, 2017. Ms. Burns said if there is no business for the Board to vote on, it will be cancelled.

Supervisor Requests & Audience Comments

Ms. Rogers stated that there is a homeowner who removed the material from one of the open area tracks that was left as a natural buffer and a letter was sent to the homeowner and the homeowner responded that they feel that the enhancement that they made improved the area and Ms. Rogers has been speaking to Mr. Haber about how the District needs to proceed and wanted to bring it to the Board's attention. The resident removed bushes, trees, and laid down sod. She noted that she does not want to set a precedent that it is ok for a homeowner to go into property owned by the CDD and remove and or install any materials without the Board's permission. Mr. Haber said that the letter that was sent said that the homeowner trespassed and the District may require the resident to return the property to its original state. Mr. Haber confirmed he received a letter back in which the resident stated that they believe that what they did enhanced the area and it would be silly to return it to the state that it was in previously. Mr. Haber thinks that even if the Board agrees with the resident that it doesn't make sense to return the property to the original state, he thinks a letter back to the resident saying that the issue was discussed to the Board and that while the Board has chosen not to take any further actions as it relates to returning the property to its original state, that the homeowner should be aware that they shall not remove or plant any landscaping on property that belongs to the CDD and doing so is a trespass. No one should feel they have the right to do anything to CDD owned property without first getting the District's consent. Board Members discussed solutions. Ms. Rogers stated that it was

brought to their attention by the homeowners neighbors because they were expecting that area to remain natural with that buffer. Ms. Perna stated that if the homeowner sodded it they might have the intention of expanding their usable land and using it as their property. Mr. Haber suggested including in the letter that it is the residents obligation to know where there lot ends and CDD property begins and that their actions were a trespass even though they still need to remain off of CDD owned property and going on that is a trespass. Ms. Burns requested a motion from the Board for District staff to send a letter to the resident.

On MOTION by Ms. Perna, seconded by Mr. Mayo, with all in favor, the Board authorized Mr. Haber to send a letter to the homeowner regarding trespassing on District property.

Mr. Robinette asked about the O & M cap amount that was changed from 30% to 10%. Mr. Haber said it was reflected in the minutes and he thinks there was also a resolution that adopted setting the rate and it will reflect that what the Board chose to do was 10%. Mr. Haber said that the resolution does specify what the cap is and Ms. Burns confirmed it does because she remembers updating it after the meeting changing what was proposed. The resident also stated he is not completely on Board with the bidding process for landscaping. Mr. Keiling stated that he thinks it is in the District's best interest to enter into this contract with Marshall Creek and see how it works because if it went to bid the District could be paying more and not be getting the quality. The Board can always terminate the contract and go back through the bidding process. The District previously went through a closed bidding process and it was over the \$195,000.00 amount and he is comfortable with relying on the District Manager's information to make the determination to move forward with the Marshall Creek Contract. Ms. Burns explained some of the complaints from residents about the Landcare and statements that Marshall Creek landscaping looks better than Sweetwater. The Board members said that the landscapers are already employees of Marshall Creek and can be held accountable. Mr. Robinette brought up the extension of Las Calinas Boulevard and asked the Board to communicate with the residents why it is not connecting to itself. Mr. Keiling said that it is not a CDD issue and he will talk to Mr. Robinette after the meeting because it is a development issue.

Mr. Moody brought up an issue with the lighting and said it is very dark where he lives. Ms. Burns said that the lighting was part of the Master Plan that was approved and she doesn't think that there is any plan to change that Master Approved Lighting but it is something that the Board can look at in the budgeting process if they wanted to look at getting bids to light that street and a few other locations. She noted that there is no money in the budget for that this fiscal year. Mr. Keiling said that D. R. Horton would have done

their own lighting plan with FPL on the piece that they developed but he noted he doesn't have an issue if the District wants to talk to FPL about what the cost would be. Ms. Burns stated that they can talk to FPL and get a number. Ms. Perna suggested a solar option for the mailboxes. The resident stated that he saw an alligator when he was walking at night. Ms. Burns mentioned that if he saw it during the day he can call her office and they will call Fish & Wildlife and have it removed. A resident said that the Gate at Las Calinas was open last night and Ms. Burns will talk to see if gate staff knows how to reset the gate so that it closes. A discussion took place and Ms. Burns noted that District staff will work through all the issues when they do the package for the virtual guard and might look into adding something if needed.

Mr. McNary stated that in the gym the and noted that the gym no longer receives most of the channels that Lifestream provides including local channels and any over channel 51. He noted that he spoke to Erin about it and she was in communication with Lifestream. Erin attempted to contact AT&T and was told that they have no access to that location which, Mr. McNary said is not true because he has AT&T. Ms. Burns confirmed that it was correct that AT&T does not have service available to that address right now. AT&T was going to send out an engineer at that is where it was left. He asked if the District has a contract between the CDD and Lifestream and Ms. Burns said no but that is the service that was available at that location. Ms. Burns said that District staff contacted AT&T and were told that they only service certain areas and the amenity center address is not in their service area and they cannot provide the amenity center. Ms. Perna said she was at the gym this morning and noted that maybe one of the treadmills or ellipticals had a TV working and the other ones were stuck on Sports Center. Mr. McNary asked Ms. Burns to speak to Erin about looking into Direct TV for an alternative option to Lifestream.

THIRD ORDER OF BUSINESS

Adjournment

Ms. Burns requested a motion to adjourn.

On MOTION by Ms. Perna, seconded by Mr. Keiling with all in favor, the December 14, 2017 Board of Supervisors meeting of the Sweetwater Creek CDD was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Bills of Sale for Utilities for
Phases 3A-2 & 3A-4

BILL OF SALE
UTILITY IMPROVEMENTS
for

Palencia North Phase III A-2

Lennar Homes, LLC, a Florida limited liability company, (the "Owner") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **Sweetwater Creek Community Development District**, local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, the following personal property:

See "**Exhibit A**" – Construction Schedule of Values

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this ___ of ____, ____.

WITNESS:

OWNER:

Witness Signature

Owner's Signature

Print Witness Name

Print Owner's Name

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ who is personally known to me or has produced _____ as identification.

Notary Public



St. Johns County Utility Department
 Asset Management
 Schedule of Values

| | |
|---------------|-------------------------------|
| Project Name: | Palencia Phase 3A-2 |
| Contractor: | Florida Roads Contracting LLC |
| Developer: | Lennar Homes - Jacksonville |

| | UNIT | QUANTITY | UNIT COST | TOTAL COST |
|--|----------|----------|-------------|---------------------|
| Force Mains (Size, Type & Pipe Class) | | | | |
| | LF | | \$ - | \$ - |
| | LF | | \$ - | \$ - |
| | LF | | \$ - | \$ - |
| Sewer Valves (Size and Type) | | | | |
| | Ea | | \$ - | \$ - |
| | Ea | | \$ - | \$ - |
| | Ea | | \$ - | \$ - |
| Gravity Mains (Size, Type & Pipe Class) | | | | |
| 8" DR 26 PVC 4-6' | LF | 356.00 | \$ 40.65 | \$ 14,471.40 |
| 8" DR 26 PVC 6-8' | LF | 356.00 | \$ 41.35 | \$ 14,720.60 |
| | | | | \$ - |
| | | | \$ - | \$ - |
| Laterals (Size and Type) | | | | |
| 6" DR 26 | EA | 20.00 | \$ 679.00 | \$ 13,580.00 |
| | EA | | \$ - | \$ - |
| | EA | | \$ - | \$ - |
| | EA | | \$ - | \$ - |
| Manholes (Size and Type) | | | | |
| 4-6 foot deep | EA | 3.00 | \$ 5,685.78 | \$ 17,057.35 |
| 6-8 foot deep | EA | | \$ - | \$ - |
| Type A 8-10 foot deep | EA | | \$ - | \$ - |
| Type A 10-12 foot deep | EA | | \$ - | \$ - |
| Type A > 12 foot deep | EA | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| Lift Station | | | | |
| Mechanical Equipment | Lump Sum | | \$ - | \$ - |
| Process Piping | Lump Sum | | \$ - | \$ - |
| Process Structure | Lump Sum | | \$ - | \$ - |
| Process Electrical Equipment | Lump Sum | | \$ - | \$ - |
| Other Improvements | Lump Sum | | \$ - | \$ - |
| Total Sewer System Cost | | | | \$ 59,829.35 |



St. Johns County Utility Department

Asset Management

Schedule of Values

Project Name: Palencia Phase 3A-2
 Contractor: Florida Roads Contracting LLC
 Developer: Lennar Homes - Jacksonville

| | UNIT | QUANTITY | UNIT COST | TOTAL COST |
|--|------|----------|-------------|---------------------|
| Water Mains (Size, Type & Pipe Class) | | | | |
| 8" DR 18 PVC | LF | 360.00 | \$ 37.42 | \$ 13,471.20 |
| 4" DR 18 PVC | LF | 280.00 | \$ 27.00 | \$ 7,560.00 |
| 2" Poly | LF | 300.00 | \$ 11.00 | \$ 3,300.00 |
| 10" HDPE | LF | 80.00 | \$ 89.00 | \$ 7,120.00 |
| | | | \$ - | \$ - |
| Water Valves (Size and Type) | | | | |
| 4" Gate Valve | Ea | 1.00 | \$ 802.87 | \$ 802.87 |
| | Ea | | \$ - | \$ - |
| | Ea | | \$ - | \$ - |
| | Ea | | \$ - | \$ - |
| | Ea | | \$ - | \$ - |
| Hydrants Assembly (Size and Type) | | | | |
| Fire Hydrant | Ea | 1.00 | \$ 3,714.00 | \$ 3,714.00 |
| 2" Flushing Hydrant | Ea | 1.00 | \$ 973.00 | \$ 973.00 |
| | | | \$ - | \$ - |
| Sevices (Size and Type) | | | | |
| 1" Poly Long Double | Ea | 3.00 | \$ 822.99 | \$ 2,468.97 |
| 1" Poly Short Double | Ea | 3.00 | \$ 705.14 | \$ 2,115.42 |
| 1" Poly Long Single | Ea | 4.00 | \$ 654.80 | \$ 2,619.20 |
| 1" Poly Short Single | Ea | 5.00 | \$ 572.19 | \$ 2,860.95 |
| Total Water System Cost | | | | \$ 47,005.61 |

BILL OF SALE
UTILITY IMPROVEMENTS
for

Palencia North Phase III A-4

Lennar Homes, LLC, a Florida limited liability company, (the "Owner") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **Sweetwater Creek Community Development District**, local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, the following personal property:

See "**Exhibit A**" – Construction Schedule of Values

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this ___ of ____, ____.

WITNESS:

OWNER:

Witness Signature

Owner's Signature

Print Witness Name

Print Owner's Name

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ who is personally known to me or has produced _____ as identification.

Notary Public



St. Johns County Utility Department
 Asset Management
 Schedule of Values

| | |
|---------------|-------------------------------|
| Project Name: | Palencia Phase 3A-4 |
| Contractor: | Florida Roads Contracting LLC |
| Developer: | Lennar Homes - Jacksonville |

| | UNIT | QUANTITY | UNIT COST | TOTAL COST |
|--|----------|----------|-------------|----------------------|
| Force Mains (Size, Type & Pipe Class) | | | | |
| | LF | | \$ - | \$ - |
| | LF | | \$ - | \$ - |
| | LF | | \$ - | \$ - |
| Sewer Valves (Size and Type) | | | | |
| | Ea | | \$ - | \$ - |
| | Ea | | \$ - | \$ - |
| | Ea | | \$ - | \$ - |
| | Ea | | \$ - | \$ - |
| Gravity Mains (Size, Type & Pipe Class) | | | | |
| 8" DR 26 PVC 10-12' | LF | 556.00 | \$ 59.10 | \$ 32,857.26 |
| 8" DR 26 PVC 12-14' | LF | 714.00 | \$ 60.65 | \$ 43,301.10 |
| 8" DR 26 PVC 14-16' | LF | 408.00 | \$ 62.74 | \$ 25,596.20 |
| | LF | | \$ - | \$ - |
| Laterals (Size and Type) | | | | |
| 6" DR 26 | EA | 53 | \$ 666.14 | \$ 35,305.42 |
| | EA | | \$ - | \$ - |
| | EA | | \$ - | \$ - |
| | EA | | \$ - | \$ - |
| Manholes (Size and Type) | | | | |
| 4-6 foot deep | EA | | \$ - | \$ - |
| 6-8 foot deep | EA | | \$ - | \$ - |
| Type A 8-10 foot deep | EA | 1.00 | \$ 5,391.56 | \$ 5,391.56 |
| Type A 10-12 foot deep | EA | 2.00 | \$ 6,000.00 | \$ 12,000.00 |
| Type A > 12 foot deep | EA | 5.00 | \$ 7,090.00 | \$ 35,450.00 |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| | | | \$ - | \$ - |
| Lift Station | | | | |
| Mechanical Equipment | Lump Sum | | \$ - | \$ - |
| Process Piping | Lump Sum | | \$ - | \$ - |
| Process Structure | Lump Sum | | \$ - | \$ - |
| Process Electrical Equipment | Lump Sum | | \$ - | \$ - |
| Other Improvements | Lump Sum | | \$ - | \$ - |
| Total Sewer System Cost | | | | \$ 189,901.54 |



St. Johns County Utility Department
 Asset Management
 Schedule of Values

Project Name: Palencia Phase 3A-4
 Contractor: Florida Roads Contracting LLC
 Developer: Lennar Homes - Jacksonville

| | UNIT | QUANTITY | UNIT COST | TOTAL COST |
|--|------|----------|-------------|---------------------|
| Water Mains (Size, Type & Pipe Class) | | | | |
| 8" DR 18 PVC | LF | 2,440.00 | \$ 25.71 | \$ 62,732.40 |
| 10" HDPE | LF | 40.00 | \$ 33.87 | \$ 1,354.80 |
| | LF | | \$ - | \$ - |
| | LF | | \$ - | \$ - |
| | LF | | \$ - | \$ - |
| Water Valves (Size and Type) | | | | |
| 8" Gate Valve | Ea | 2.00 | \$ 1,218.63 | \$ 2,437.26 |
| | Ea | | \$ - | \$ - |
| | Ea | | \$ - | \$ - |
| | Ea | | \$ - | \$ - |
| | Ea | | \$ - | \$ - |
| Hydrants Assembly (Size and Type) | | | | |
| Fire Hydrant | Ea | 3.00 | \$ 3,644.29 | \$ 10,932.87 |
| 2" Flushing Hydrant | Ea | 1.00 | \$ 972.66 | \$ 972.66 |
| | | | \$ - | \$ - |
| Sevices (Size and Type) | | | | |
| 1" Poly Long Double | Ea | 11.00 | \$ 812.91 | \$ 8,942.01 |
| 1" Poly Short Double | Ea | 10.00 | \$ 700.10 | \$ 7,001.00 |
| 1" Poly Long Single | Ea | 3.00 | \$ 654.80 | \$ 1,964.40 |
| 1" Poly Short Single | Ea | 5.00 | \$ 569.67 | \$ 2,848.35 |
| Total Water System Cost | | | | \$ 99,185.75 |

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Resolution 2018-05,
Granting Authority to the Chairperson to
Approve Conveyances of Utilities

RESOLUTION 2018-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRPERSON THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS RELATED TO UTILITY IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; 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*, and situated within St. Johns County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure improvements; and

WHEREAS, the District has adopted a report of its District Engineer (the “Engineer’s Report”), which sets forth the scope of the District’s capital improvement plan and the utility improvements which are to be constructed therewith (the “Improvements”); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer’s Report, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property related to water, sewer, drainage and related infrastructure, including, but not limited to easements, deeds and bills of sale from the developer to the District and from the District to St. Johns County (hereinafter, the “Conveyances”); and

WHEREAS, to facilitate the efficient conveyance of the Improvements, the District desires to authorize the Chairperson to approve and execute the Conveyances necessary to finalize the development of the District’s Improvements (the “Conveyance Authority”); and

WHEREAS, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Conveyance is legal, consistent with the District’s improvement plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the Chairperson the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

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

SECTION 2. DELEGATION OF AUTHORITY. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept or execute Conveyances as defined above. The Vice Chairperson, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Conveyances signed by the Chairperson. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

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

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of _____, 2018.

ATTEST:

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Resolution 2018-06,
Resolution Regarding General Election

RESOLUTION 2018-06

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

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

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

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

Section 1. The Board is currently made up of the following individuals: Zenzi Rogers, Chris Mayo, Scott Keiling, Monique Perna and Scott McNary.

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

| <u>Seat Number</u> | <u>Supervisor</u> | <u>Term Expiration Date</u> |
|--------------------|-------------------|-----------------------------|
| 1 | Zenzi Rogers | 11/2018 |
| 2 | Chris Mayo | 11/2018 |
| 3 | Scott Keiling | 11/2020 |
| 4 | Monique Perna | 11/2020 |
| 5 | Scott McNary | 11/2020 |

Section 3. Seat 1, currently held by Zenzi Rogers, and Seat 2, currently held by Chris Mayo, are scheduled for the General Election in November 2018.

Section 4. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. All candidates for a seat on the Board must qualify with the Florida Department of State’s Division of Elections. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote in St. Johns County, Florida. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

Section 5. Members of the Board receive \$200 per meeting for their attendance and no

Board member shall receive more than \$4,800 per year.

Section 6. The term of office for the individuals to be elected to the Board in the November 2018 General Election is four years.

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

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

PASSED AND ADOPTED THIS 1st DAY OF FEBRUARY, 2018.

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Landscaping & Irrigation Maintenance Bid
Package

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT

Date of Issue: February 9, 2018
Due Date / Time: March 15, 2018 at 2:00pm

PROJECT MANUAL
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**REQUEST FOR PROPOSALS (“RFP”)
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT**

AND

NOTICE OF PUBLIC MEETING TO OPEN RFP RESPONSES

St. Johns County, Florida

Request for Proposals

Notice is hereby given that **Sweetwater Creek Community Development District** (the “**District**”) will accept proposals from all qualified companies interested in providing landscape and irrigation maintenance services.

The project manual (“**Project Manual**”) will be available for public inspection and may be obtained beginning Friday, February 9, 2018 at 9:00 a.m. (EST) through Friday, February 23, 2018 at 10:00 a.m. (EST) (“**Proposal Pick-Up Time**”) at the offices of Fishkind & Associates at 12051 Corporate Boulevard, Orlando, FL 32817 or via email request to Jorgi Algard at jorgia@fishkind.com.

Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, on Friday, February 23, 2018 at 11:00 a.m. (EST) at the Project site, Ensenada Park: 491 Ensenada Drive, St. Augustine, FL 32095. Firms desiring to submit proposals must submit one (1) original and five (5) hard copies of the required proposal no later than Thursday, March 15, 2018 at 2:00 p.m. (EST) at Fishkind & Associates, 12051 Corporate Blvd, Orlando, FL 32817, Attention: Jorgi Algard. As noted below, all presented proposals will be publicly opened at that day, time and location.

Failure to attend the mandatory pre-proposal meeting as specified will disqualify the proposer. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project as “Sweetwater Creek Community Development District Landscape and Irrigation Maintenance Services Proposal.” Proposals may be either mailed or hand-delivered. No facsimile, telephonic, electronic, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal may not be considered in the District’s discretion but can be claimed by the owner within ten (10) calendar days of the submittal deadline or if not retrieved within the aforementioned timeframe, may be destroyed by the District.

In order to submit a bid, each bidder must (1) be authorized to do business in Florida, and hold all required state and federal licenses, including those with the Florida Department of Transportation and St. Johns County, in good standing; (2) have at least three (3) years experience with landscape maintenance projects; and (3) attend the mandatory pre-bid meeting. All proposers should acquire a copy of the Project Manual prior to the pre-proposal meeting. Copies of the Project Manual will not be available at that meeting. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal

opening, and to provide notice of such changes only to those proposers who have picked up a Project Manual.

If reasonable accommodations are needed for participation in any proposal meeting, please call the District Manager, Jill Cupps Burns, at (407) 382-3256 forty-eight hours in advance.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time commences. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so.

Notice of Public Meeting for Bid Opening

A special meeting of the Sweetwater Creek Community Development District will be held on _____, 2018 at _____ .m. (EST) at the offices of _____ at _____ . No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Jill Cupps Burns, Fishkind & Associates, Inc., 12051 Corporate Blvd., Orlando, Florida 32817. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Any and all questions relative to this request for proposals shall be only directed in writing to _____ at _____@_____, with e-mail copies to Jill Cupps Burns at jillc@fishkind.com and Wesley Haber at wesh@hgslaw.com. Questions must be submitted on or before 5:00pm, _____, 2017.

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

Landscape and Irrigation Maintenance Services
St. Johns County, Florida

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals (including one (1) original and five (5) hard copies) must be received no later than March 15, 2018, at 2:00 p.m. (EST), at the offices of Fishkind & Associates, 12051 Corporate Blvd., Orlando, FL 32817. Attention: Jorgi Algard. Proposals will be publicly opened at that time. Proposals for the District work shall be submitted in a sealed package shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals may be either mailed or hand-delivered. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposer.

SECTION 2. MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on Friday, February 23, 2018 at 11:00 a.m (EST) at the project site, Ensenada Park: 491 Ensenada Drive, St. Augustine, FL 32095. Proposers who do not attend the pre-proposal meeting may not be eligible to submit a proposal, in the District's sole discretion.

SECTION 3. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

SECTION 4. FAMILIARITY WITH THE PROJECT. Each proposer, by and through the submission of a proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing

construction, and all other physical characteristics of the job, in order that the proposer may include in the prices which the proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of proposal submission and through the time of contract award and the start of any work under the contract. The proposer, in preparing the proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the proposer shall not interfere with work done by such other contractors.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a proposal, the proposer is assumed to be familiar with the District's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the proposer will in no way relieve it from responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 6. QUALIFICATIONS OF PROPOSER. The District contract, if awarded, will only be awarded to a responsible proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 7. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the proposers, the proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. Any and all questions relative to this request for proposals shall be only directed in writing to Jorgi Algard at jorgia@fishkind.com, with e-mail copies to Jill Cupps Burns at jille@fishkind.com and Wesley Haber at wesh@hgslaw.com. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual. Any inquiry or request for interpretation received before 5:00 p.m. on March 1, 2018 will be given consideration. Questions will be answered only by formal written addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all proposers. No inquiries will be accepted from subcontractors; the proposer shall be responsible for all queries. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening.

SECTION 9. SUBMISSION OF PROPOSAL. Submit one (1) original and five (5) hard copies of the proposal forms for the District, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO INVITATION FOR

PROPOSALS (Sweetwater Creek Community Development District – Landscape and Irrigation Maintenance Services) ENCLOSED” on the face of it.

SECTION 10. MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due; 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. No proposal may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 11. PROJECT MANUAL. The Project Manual, including scope of work for the District, will be available beginning Friday, February 9, 2018 at 9:00 p.m. (EST) (“**Proposal Pick-Up Time**”) at the offices of Fishkind & Associates at 12051 Corporate Boulevard, Orlando, FL 32817 or via email request to Jorgi Algard at jorgia@fishkind.com.

SECTION 12. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

SECTION 13. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

SECTION 14. CONTRACT AWARD AND SERVICE AGREEMENT TERM. Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the proposer shall enter into and execute a contract in substantially the form included within the Project Manual. The proposer is expected to commence work on or about June 1, 2018 or such other date that is designated by the District in a written Notice to Proceed, which date shall be fixed in the District’s sole discretion. Any work provided and any cost incurred by the proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at the proposer’s risk unless specifically agreed to in writing by the District.

SECTION 15. CHANGES/MODIFICATIONS. The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 16. INSURANCE. All proposers shall include as part of their proposal a current Certificate of Insurance, or equivalent information, demonstrating the company’s insurance coverage and the ability to meet at least the insurance coverage requirements set forth in the form

of contract included within the Project Manual. In the event the proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insured's, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted.

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

SECTION 18. INDEMNIFICATION. The successful proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.

SECTION 19. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 20. PROPOSAL INFORMATION. All proposals should include the following information, among other things described herein:

- A. All completed and executed forms set forth in the Project Manual.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number

of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

SECTION 21. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Proposal Pick-Up Time commences, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed to: **District Manager, Jill Cupps Burns at Fishkind & Associates, Inc., 12051 Corporate Blvd., Orlando, Florida 32817.** A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

SECTION 22. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 19 above), a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

SECTION 23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheet(s), contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District's Board of Supervisors shall review and evaluate the proposals in their individual discretion, and make any final determination with respect to the award of a final

contract that is in the best interests of the District. Proposals may be held for a period not to exceed 120 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the proposer's facilities as part of the evaluation process.

SECTION 24. BLACK OUT PERIOD/CONE OF SILENCE. The blackout period is defined as between the time the request for proposals is issued and the time the respective Boards award the contract. During this black out period, any attempt to influence the thinking of staff or officials related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 25. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required forms. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 26. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each proposer must be authorized to do business in Florida, and hold all required state and federal licenses in good standing. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the proposer's proposal, but instead in the Board's discretion may result in the disqualification of a proposal or alternatively may be taken into account in the evaluation and scoring of the proposal.

SECTION 27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "District" shall be construed to refer to the Sweetwater Creek Community Development District and the District shall be the authority for all matters concerning the District and the District's resulting contract.

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

SECTION 29. E-VERIFY. Contractor may be required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor or any subcontractors utilized during the term of the contract.

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

**INVITATION FOR PROPOSAL
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

Proposals for the District will be evaluated based on the following criteria:

| Factor | Description | Points |
|---------------|---|---------------|
| 1. | <p>Completeness of Proposal Completeness of response in accordance with RFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document's thickness.</p> | 5 |
| 2. | <p>Experience Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.</p> | 25 |
| 3. | <p>Qualifications of Key Personnel Qualifications of staff, geographic locations of the firm's headquarters or office in relation to the project, adequacy of labor commitment, training programs for staff that are going to be assigned to this Project under this contract.</p> | 25 |
| 4. | <p>Machinery, Equipment, and Manpower Contractor possesses adequate machinery, equipment, and manpower to perform the work for this Project under this contract in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered. Contractor should provide Project specific information.</p> | 20 |
| 5. | <p>Cost <u>15 Points</u> will be awarded to the Proposer submitting the lowest total bid, (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.) <u>10 Points</u> are allocated for the reasonableness of prices and balance of bid.</p> | 25 |
| Total | | 100 |
| | | |

Once proposals are received for the District, the District's Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District also reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate District proposals on April 5, 2018 at 1:45 pm, but the District reserves the right to reschedule any such meeting.

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF _____
COUNTY OF _____

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

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

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

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

4. The Proposer agrees through submission of the Proposal to honor all pricing information one hundred and twenty (120) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual within fourteen (14) days after receiving a notice of award.

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

_____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Proposal Pick-Up Time, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Sweetwater Creek Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or

regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

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

Dated this _____ day of _____, 2018.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR

SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT
c/o Jorgi Algard
on or before March 15, 2018 at 2:00 P.M. (EST)

TO: Sweetwater Creek Community Development District

FROM:

(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Sweetwater Creek Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES

Sweetwater Creek CDD **Scope of Services** ***Common Areas and Parks***

- I. Turf Management
 - A. St. Augustine
 - Mowing, weed eating, edging of curbs, walkways and asphalt paths. 34 services March – October and 6 services November – February. Edging of ornamental beds – 20 services annually.
 - B. Bahia
 - Mowing, weed eating, edging of curbs, walkways, pond banks and asphalt paths. 34 services March – October and 6 services November – February. Edging of ornamental beds – 20 services annually.
 - C. Bermuda
 - Mowing, weed eating, edging of curbs, and walkways. 34 services March – October and 6 services November – February. Edging of ornamental beds – 20 services annually.
- II. Trees and Shrubs
 - Shrubs pruned as necessary
 - Crepe myrtles cut back 1 time annually
 - Trees up to 8' to be pruned as needed
- III. Trash and Debris
 - Trash in areas to be serviced such as turf and beds to be picked up prior to service.
 - Blowing of debris to be performed following and specific to areas serviced.
 - Trash receptacles to be emptied 2 times per week on **Monday** and **Friday**.
- IV. Irrigation Inspections
 - Irrigation inspections and adjustments to be performed monthly. Please provide cost for approved repairs including materials and labor.
- V. Flowering Annuals – Provide 4 change outs per year based on 2350 Sq. ft. and 3,000 4" plants. Change outs to include soil amendments, replenishment/replacement, and fertilization.
- VI. Turf and Ornamental Program –Provide overall applications according to the following program. Include spot treatments as necessary except for special applications listed under optional landscape/agronomic services. Provide soil sample annually.
 - A. St. Augustine Turf
 - 4 fertilizations
 - 2 pre-emergent herbicides
 - 3 insect applications

- 1 fungicide application
- B. Bahia Turf
 - 2 fertilizations
 - 2 pre-emergent herbicides
- C. Bermuda Turf
 - 3 fertilizations
 - 2 insecticide applications
- D. Zoysia Turf
 - 2 fertilizer applications
 - 1 fungicide application
- E. Trees / shrubs
 - 2 fertilizations with micros
 - Cut back Fakahatchee and treat with a miticide in February

Sweetwater Creek CDD
Scope of Services
Fitness Center

- I. Turf Management
 - A. St. Augustine
 - Mowing, weed eating, edging of curbs, walkways and asphalt paths. 34 services March – October and 6 services November – February. Edging of ornamental beds – 20 services annually.
 - B. Bahia
 - Mowing, weed eating, edging of curbs, walkways, pond banks and asphalt paths. 34 services March – October and 6 services November – February. Edging of ornamental beds – 20 services annually.
 - C. Bermuda
 - Mowing, weed eating, edging of curbs, and walkways. 34 services March – October and 6 services November – February. Edging of ornamental beds – 20 services annually.

- II. Trees and Shrubs
 - Shrubs pruned as necessary
 - Crepe myrtles cut back 1 time annually
 - Trees up to 8' will be pruned as needed

- III. Trash and Debris
 - Trash in areas to be serviced such as turf and beds will be picked up prior to service.
 - Blowing of debris will be performed following and specific to areas serviced.
 - Trash receptacles will be emptied 2 times per week on [redacted] and [redacted].

- IV. Irrigation Inspections
 - A. Irrigation inspections and adjustments will be performed monthly. Upon approval for repairs, materials will be billed at cost; labor at \$ ____per hour.

- V. Turf and Ornamental Program –Provide overall applications according to the following program. Include spot treatments as necessary except for special applications listed under optional landscape/agronomic services. Provide soil sample annually.
 - A. St. Augustine Turf
 - 4 fertilizations
 - 2 pre-emergent herbicides
 - 3 insect applications
 - 1 fungicide application
 - B. Bahia Turf
 - 2 fertilizations

- 2 pre-emergent herbicides
- C. Bermuda Turf
- 3 fertilizations
 - 2 insecticide applications
- D. Zoysia Turf
- 2 fertilizer applications
 - 1 fungicide application
- E. Trees / shrubs
- 2 fertilizations with micros
 - Cut back Fakahatchee and treat with a miticide in February

Sweetwater Creek CDD

Scope of Services

Future Common Development

(plans for landscape installation provided in maps section)

- I. Turf Management
 - A. St. Augustine
 - i. Mowing, weed eating, edging of curbs, walkways and asphalt paths.
34 services March – October and 6 services November – February.
Edging of ornamental beds – 20 services annually.
 - B. Bahia
 - ii. Mowing, weed eating, edging of curbs, walkways, pond banks and asphalt paths.
34 services March – October and 6 services November – February.
Edging of ornamental beds – 20 services annually.
 - C. Bermuda
 - iii. Mowing, weed eating, edging of curbs, and walkways.
34 services March – October and 6 services November – February.
Edging of ornamental beds – 20 services annually.
- II. Trees and Shrubs
 - Shrubs pruned as necessary
 - Crepe myrtles cut back 1 time annually
 - Trees up to 8' will be pruned as needed
- III. Trash and Debris
 - Trash in areas to be serviced such as turf and beds will be picked up prior to service.
 - Blowing of debris will be performed following and specific to areas serviced.
- IV. Irrigation Inspections
 - A. Irrigation inspections and adjustments will be performed monthly. Upon approval for repairs, materials will be billed at cost; labor at \$_____ per hour.
- V. Turf and Ornamental Program –Provide overall applications according to the following program. Include spot treatments as necessary except for special applications listed under optional landscape/agronomic services. Provide soil sample annually.
 - A. St. Augustine Turf
 - 4 fertilizations
 - 2 pre-emergent herbicides
 - 3 insect applications
 - 1 fungicide application
 - B. Bahia Turf

- 2 fertilizations
 - 2 pre-emergent herbicides
- C. Bermuda Turf
- 3 fertilizations
 - 2 insecticide applications
- D. Zoysia Turf
- 2 fertilizer applications
 - 1 fungicide application
- E. Trees / shrubs
- 2 fertilizations with micros
 - Cut back Fakahatchee and treat with a miticide in February

Sweetwater Creek CDD

Optional Landscape and Agronomic Services

The following list of services are not included in the scope of contracted services. Additionally, they are options determined and approved by the perceived needs of the owner or their representative. Please provide pricing for services offered including materials, labor and installation.

- I. Preferred provider will have in place a maintenance management web based software system to allow consolidated remote communications, work requests, tracking, record keeping, work completion acknowledgement.
- II. Bermuda winter over seed
Application of rye grass blend in October. Mowing frequency will need to increase to 2 times per week November – March. Cost of seeding and services to be a total of \$_____.
- III. Storm clean-up
Preferred provider will be able to respond to storm related clean-up within 48 hours of safe access to the community. Labor and equipment to be billed at \$_____ per standard hour and \$_____ per overtime hour. Disposal \$_____.
- IV. Engineering services
Preferred provider will be able to provide services such as: pressure washing, painting, equipment repairs may be provided. Cost \$_____.
- V. Sod
- VI. Mulch/Pinestraw
- VII. Tree trimming and removal
- VIII. Pond treatments
- IX. Palm trimming
- X. Preventative / curative St. Augustine turf fungicide applications.
- XI. Soil amendments and supplemental applications determined by soil analysis.
- XII. Supplemental applications for control of insects such as nematodes, mole crickets
- XIII. Preventative weed application to curb/asphalt seams.
- XIV. Deer repellants.
- XV. Fire ant mound treatments.

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

MAINTENANCE MAPS/PLANS

QUALIFICATION STATEMENT

TABLE OF CONTENTS

PROPOSER QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

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

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

**PROPOSER'S QUALIFICATION STATEMENT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

(Name of Proposer)

6. Is the Proposer incorporated in the State of Florida? Yes () No ()

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes () No ()
If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated? _____
- Is the company in good standing with the State? Yes () No ()
If no, please explain _____

- Date incorporated _____ Charter No. _____
- Is the Proposer company authorized to do business in the State of Florida?
Yes () No ()

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes () No ()

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(14) _____, (15) _____, (16) _____.

9. What are the Proposer's current insurance limits?

| | |
|----------------------|----------|
| General Liability | \$ _____ |
| Automobile Liability | \$ _____ |
| Umbrella Coverage | \$ _____ |
| Workers Compensation | \$ _____ |

Employer's Liability \$ _____
Expiration Date _____

10. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No () If so, state the name(s) of the company(ies) _____

The state(s) where barred or suspended _____
State the period(s) of debarment or suspension _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes _____ No _____ If so, where and why? _____

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes () No () If so, state name of individual, other organization and reason therefore. _

13. List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years. _____

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? _____
if so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: _____

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

17. List irrigation technicians and include number of years of experience:

18. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

19. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District in evaluating the quality and experience of such personnel.

20. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

| Name | Position |
|------|----------|
|------|----------|

| Type of Work | Yrs. Experience | Yrs. With Firm |
|--------------|-----------------|----------------|
|--------------|-----------------|----------------|

| Name | Position |
|------|----------|
|------|----------|

| Type of Work | Yrs. Experience | Yrs. With Firm |
|--------------|-----------------|----------------|
|--------------|-----------------|----------------|

| Name | Position |
|------|----------|
|------|----------|

| Type of Work | Yrs. Experience | Yrs. With Firm |
|--------------|-----------------|----------------|
|--------------|-----------------|----------------|

| Name | Position |
|------|----------|
|------|----------|

| Type of Work | Yrs. Experience | Yrs. With Firm |
|--------------|-----------------|----------------|
|--------------|-----------------|----------------|

21. Licensure – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing. Be sure to include FDOT and St. Johns County Licenses:

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

23. Do you have an arborist on staff? _____ (Yes/No)
If yes, please provide information about your on staff arborist:

If no, are you able/willing to provide an arborist for consultation purposes on District property? And at what cost?

24. Have you utilized the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of employees hired by you or any of your subcontractors?
Yes _____ No _____

If no, are you willing and able to undertake such utilization as required by this Bid?
Yes _____ No _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the District should consider the Proposer for bidding on the landscape services invitation for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Name of Proposer

By: _____

[Type Name and Title of Person Signing]

This _____ day of _____, 201__.

(Corporate Seal)

Sworn to before me this _____ day of _____, 201__.

(Seal)

Notary Public/Expiration Date

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to before me this _____ day of _____, 201__.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to before me this _____ day of _____, 201__.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____ of
the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer's proposal.

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this _____ day of _____, 201__.

Notary Public/Expiration Date:

(SEAL)

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Sweetwater Creek Community Development District.

2. This sworn statement is submitted by _____

(Print Name of Entity Submitting Sworn Statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

- A) A predecessor or successor of a person convicted of a public entity crime; or,
- B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a

public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

SIGNATURE FOR SWORN STATEMENTS

AFFIDAVIT:

Date: _____

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
_____ who, after first being sworn by me, affixed his/her
signature in the
(name of individual signing)

space provided above on this _____ day of _____ 201__.

NOTARY PUBLIC

My commission expires:

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

PROPOSED LANDSCAPE MAINTENANCE AGREEMENT

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of _____, 2018, by and between:

Sweetwater Creek Community Development District, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in St. Johns County, whose address is 12051 Corporate Blvd., Orlando, Florida 32817 (“**District**”); and

_____ (the “**Contractor**,” and collectively with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

2. **CONTRACTOR OBLIGATIONS.**

- a. **Scope of Services.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** (“**Work**”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. The pricing shall be as reflected in **Exhibit B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be

responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

- b. ***Acceptance of Site.*** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
- c. ***Manner of Contractor’s Performance.*** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. ***Discipline, Employment, Uniforms.*** Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

- e. **Scheduling.** In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined herein).
- f. **Protection of Property.** Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the satisfaction of the District.
- g. **Reporting Services.** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“**District Representatives**”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates _____ and _____ to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor. The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives at least bi-weekly to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement, and to attend all meetings of the District’s Board of Supervisors upon request.
- h. **Deficiencies.** If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and without intending to limit the District’s remedies in any way, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor \$100 per day; to withhold some or all of the Contractor’s payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor’s compensation. Any

oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

- i. ***Compliance with Laws.*** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
- j. ***Safety.*** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- k. ***Environmental Activities.*** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.
- l. ***Payment of Taxes; Procurement of Licenses and Permits.*** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements.
- m. ***Subcontractors.*** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as

the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

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

3. **COMPENSATION; TERM.**

- a. ***Term.*** Work under this Agreement shall begin on the date first written above and end after one year ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew on the same terms up to three times and for one year periods.
- b. ***Compensation.*** As compensation for the Work, the District agrees to pay Contractor the amounts set forth in **EXHIBIT B**. All additional work or services, and related compensation, shall be governed by Section 3.c. of this Agreement.
- c. ***Additional Work.*** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. ***Payments by District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly

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

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

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in section 2.h. of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the

District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

On a default by Contractor, the District may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, the District further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

5. INSURANCE.

- a. ***Insurance Required.*** Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- b. ***Types of Insurance Coverage Required.*** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.
 - iii. Commercial General Liability Insurance covering liability for, among other things, bodily injury, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned,

non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.
- c. ***Additional Insureds.*** All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its Supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its Supervisors, officers, staff, agents, employees, and representatives.
- d. ***Sub-Contractors.*** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- e. ***Payment of Premiums.*** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. ***Notice of Claims.*** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. ***Failure to Provide Insurance.*** The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

- a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature

- whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives.
- b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
 - c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in section 768.28, Florida Statutes or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.
 - d. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
 - e. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Agreement.

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

- a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.
- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- d. The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the

materials while in its possession until returned to the District through use of the materials.

- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

8. MISCELLANEOUS PROVISIONS.

- a. ***Default & Protection Against Third Party Interference.*** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- b. ***Custom & Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- c. ***Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.
- d. ***Assignment.*** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
- e. ***Headings for Convenience.*** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

- f. **Agreement.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document shall control.
- g. **Attorney's Fees.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.
- h. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- i. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- j. **Notices.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Sweetwater Creek Community
 Development District
 12051 Corporate Blvd.
 Orlando, Florida 32817
 Attn: District Manager

With a copy to: Hopping Green & Sams, PA
 119 South Monroe Street, Suite 300
 Tallahassee, Florida 32301
 Attn: Wesley S. Haber

B. If to Contractor: _____

 Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice

contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- k. ***Third Party Beneficiaries.*** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.
- l. ***Controlling Law & Venue.*** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be St. Johns County, Florida.
- m. ***Public Records.*** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement are public records and will be treated as such in accordance with Florida law. In particular, Contractor agrees to comply with all applicable public records laws, including but not limited to Section 119.0701, Florida Statutes, the provisions of which are expressly incorporated by reference herein.
- n. ***Severability.*** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- o. ***Arm's Length Transaction.*** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

- p. **Signatures.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Moreover, electronic records of signatures shall constitute original signatures for all purposes.

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

ATTEST:

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

- Secretary
- Assistant Secretary

By: _____

- Chairperson
- Vice Chairperson

Date: _____

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

Date: _____

- Exhibit A: Scope of Services**
- Exhibit B: Proposal**
- Exhibit C: Landscape Maintenance Areas Exhibit**
- Exhibit D: Additional Services Order**

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorizations
2018-04 – 2018-10

SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 2018-04
11/10/2017

| Item No. | Payee | Invoice#-FY17 | Invoice#-FY18 | General Fund | Amenity | Fitness |
|----------|--|--------------------|----------------------------------|---|-------------------------------------|----------|
| 1 | Estate Management pond service | | 121406 | \$ 1,137.50 | | |
| 2 | Life Fitness pad | | 5478904 | | \$ 223.10 | |
| 3 | AT&T 904 829-8584 209 0562 | | October | | \$ 607.92 | |
| 4 | FPL 87534-88413 85766-58253 79800-73535 63041-44154 54467-10583 47384-97256 45689-61314 42186-71537 39997-20281 29257-69248 11451-37392 | | October | \$ 46.11 \$ 24.01 \$ 309.13 \$ 10.26 \$ 88.06 \$ 40.28 \$ 54.52 \$ 36.45 \$ 219.45 \$ 69.82 \$ 137.81 | | |
| 5 | Ramco security | | 17946 | \$ 1,734.00 | | |
| 6 | Monique Perna meeting | | 11-2-17 | \$ 200.00 | | |
| 7 | CED battery | | 8355-604270 | | \$ 57.00 | |
| 8 | TCF equipment lease | | 5247102 | | \$ 2,107.85 | |
| 9 | Allied Universal August security October security | 7273977 | 7423545 | \$ 4,818.00 \$ 3,709.20 | | |
| 10 | Downeys supplies | | 41-14042 | | \$ 296.19 | |
| 11 | Floris Cardio exercise bike rental | | 5653 | | \$ 440.00 | |
| 12 | Paddock Construction depth markers | | 5168 | | \$ 129.25 | |
| 13 | Erin Gunla exp reimbursement exp reimbursement exp reimbursement | | 10-24-17 10-24-17b 11-1-17 | | \$ 315.21 \$ 550.00 \$ 233.38 | \$ 69.65 |
| 14 | Landcare Group service call november maint november maint irrigation install | | 4808 4826 4827 4723 | \$ 2,873.00 \$ 16,249.92 \$ 1,320.00 | \$ 537.50 | |
| 15 | Lloyds wipes wipes | R480-37 R480-38 | | | \$ 329.85 \$ 329.85 | |
| 16 | Roy Hutcheson low service reimb | | 11-1-17 | | \$ 300.00 | |
| 17 | | | | | | |
| 18 | | | | | | |

TOTAL \$ 33,075.52 \$ 5,673.72 \$ 853.03

TOTAL \$ 39,602.27

Secretary/Assistant Secretary

Chairperson

SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 2018-05
(1/20/2017)

| Item No. | Payee | Invoice#-FY17 | Invoice#-FY18 | General Fund | Amenity | Fitness |
|--------------|--|-------------------|---------------|---------------------|--------------------|------------------|
| 1 | Lamp Sales Unlimited ballasts | | 166321 | | | \$ 75.92 |
| 2 | Grainger filters | | 1305516371 | | | \$ 20.26 |
| 3 | Southeast Fitness Repair equipment repair | | 7036A | | | \$ 270.21 |
| 4 | TECO | 211009964589 | Oct | | \$ 293.39 | |
| 5 | Publix supplies | | 777257683 | | \$ 24.33 | |
| | | | 771400791 | | \$ 37.75 | |
| 6 | Erin Gunia travel | | 11-20-17 | | \$ 9.37 | |
| | exp reimbursement | | 11-14-17 | | \$ 31.49 | |
| | exp reimbursement | | 11-15-17 | | \$ 73.11 | |
| 7 | Downys Janitorial supplies | | 41-14206 | | \$ 189.24 | |
| | supplies | | 41-14111 | | \$ 116.50 | |
| 8 | AT&T 904 808-1454 001 0564 | | Nov | | \$ 151.42 | |
| 9 | Adkins Electric Lamps and ballast | | G19380-01 | \$ 534.40 | | |
| 10 | Capital One Commercial payment | | Nov | | \$ 252.81 | |
| 11 | Florida Natural Gas | 110427 | 211407ES | | \$ 437.75 | |
| 12 | Fishkind and Associates November District Management | | 21702 | \$ 2,519.67 | | |
| 13 | Sunbelt Rentals Flood Lights for fall festival | | 73465174-0001 | | | \$ 374.70 |
| 14 | 3 Ring Circus balloon guy at fall festival | | 77178 | | | \$ 245.00 |
| 15 | Hines Palencia 3rd qtr IT allocation | #BB_WCSEPT2017-IT | | | \$ 128.59 | |
| 16 | Landcare Group irrigation service | | 4903 | \$ 1,918.50 | | |
| | remove and replace sabal palms | | 4892 | \$ 2,445.00 | | |
| 17 | Ramco Protective thru 11/10 | | 17946 | \$ 1,734.00 | | |
| | thru 11/17 | | 18022 | \$ 1,207.00 | | |
| 18 | Poolsure pool maintenance | | 131295575198 | | \$ 700.00 | |
| TOTAL | | | | \$ 10,358.57 | \$ 2,445.75 | \$ 986.08 |
| TOTAL | | | | \$ 13,790.40 | | |

Secretary/Assistant Secretary

Chairperson

SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 2018-06
12/7/2017

| Item No. | Payee | Invoice#-FY17 | Invoice#-FY18 | General Fund | Amenity | Fitness |
|----------|--|---------------|-----------------------------------|---|------------------------|-------------|
| 1 | Flori's Cardio Etc exercise bike rental exercise bike rental | 5627 | 5664 | | \$ 385.00 \$ 440.00 | |
| 2 | Lloyds Exercise Equip fitness wipes | B480-35 | | | \$ 439.80 | |
| 3 | HGS district counsel | 96931 | | \$ 3,143.79 | | |
| 4 | Anago november janitorial- guardhouse december janitorial- guardhouse | | 24633 24779 | \$ 185.00 \$ 185.00 | | |
| 5 | Ramco Portective security security security | | 18291 18108 17946 | \$ 1,207.00 \$ 1,292.00 \$ 1,734.00 | | |
| 6 | Ferguson Enterprises kitchen faucet | | 176 | | \$ 176.44 | |
| 7 | Tree Squad hurricane clean-up hurricane clean-up hurricane clean-up | | 11-30-17 11-13-17 11-13-17B | \$ 400.00 \$ 1,600.00 \$ 4,125.00 | | |
| 8 | Capital One- Costco supplies | | 10646 | | \$ 429.93 | |
| 9 | Allied Universal final invoice | | 7511663 | \$ 660.00 | | |
| 10 | LifeFitness boil down package | | 5512155 | | | \$ 83.06 |
| 11 | Estate Management pond management | | 122270 | \$ 1,137.50 | | |
| 12 | TCF Equipment exercise equip lease | | 5284344 | | | \$ 2,107.85 |
| 13 | Landcare Group dec maint dec maint replace lansdcape | | 4977 4978 4932 | \$ 537.50 \$ 16,249.92 \$ 1,475.00 | | |
| 14 | Litestream Holdings internet | | 11-1-17 | | \$ 49.22 | |
| 15 | Downeys Janitorial supplies | | 41-14235 | | \$ 126.30 | |
| 16 | Grainger filters | | 9609295127 | | \$ 132.25 | |
| 17 | Erin Gunia exp reimb | | 11-28-17 | | \$ 5.59 | |
| 18 | St Johns County Utility 541469-127508 541469-125768 541469-131201 | | nov nov nov | \$ 1,043.23 \$ 12.48 \$ 29.10 | | |
| 19 | ETM professional services | | 185371 | \$ 315.16 | | |

| | | | | | |
|----|---------------------------------------|--------|----------------|----|----------|
| 20 | Republic Services dumpster service | | 0687-000859921 | \$ | 143.19 |
| 21 | Poolsure pool maint | | 131295575698 | \$ | 840.00 |
| 22 | AT&T 904 824-8084 083 0563 | | nov | \$ | 131.76 |
| 23 | Turner Pest Control pest service | | 5025677 | \$ | 65.00 |
| 24 | Florida Natural Gas | 110427 | nov | \$ | 437.75 |
| 25 | FPL | | nov | \$ | 30.71 |
| | 98444-47285 | | nov | \$ | 3,048.05 |
| | 92065-47441 | | nov | \$ | 10.26 |
| | 62869-58332 | | nov | \$ | 13.90 |
| | 37844-52165 | | | | |
| 26 | Carroll Parts blades | | 151619-1 | \$ | 53.95 |

| | | | |
|--------------|---------------------|--------------------|---------------------|
| TOTAL | \$ 37,897.10 | \$ 4,339.73 | \$ 2,244.06 |
| TOTAL | | | \$ 44,481.69 |

Secretary/Assistant Secretary

Chairperson

SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 2018-07
12/14/2017

| Item No. | Payee | Invoice# | General Fund | Amenity | Fitness |
|--------------|---|-----------|---------------------|--------------------|------------------|
| 1 | Landcare Group irrigation playground mulch | 5055 | \$ 169.50 | | |
| | | 5037 | \$ 1,375.00 | | |
| 2 | Downeys Janitorial supplies | 41-14275 | | \$ 274.41 | |
| 3 | Flor's Cardio November lease | 5664 | | \$ 440.00 | |
| 4 | Erin Gunia exp reimbursement exp reimbursement exp reimbursement | 12-13-17 | | \$ 14.00 | \$ 132.13 |
| | | 12-13-17 | | \$ 265.00 | |
| | | 12-13-17 | | \$ 13.26 | \$ 8.61 |
| 5 | Pinch a Penny supplies | 292973 | | \$ 299.00 | |
| 6 | Lloyds Exercise Equipment fitness wipes | P480-39 | | \$ 439.80 | |
| 7 | Lite Stream Holdings internet | 11-27-17 | | \$ 99.22 | |
| 8 | FPL 14275-07163 87534-88413 85766-56253 79800-73535 63041-44154 54467-10583 47384-97256 45689-61314 42186-71537 38997-20281 29257-69248 11451-37392 | Nov | \$ 3,001.42 | | |
| | | Nov | \$ 51.55 | | |
| | | Nov | \$ 32.84 | | |
| | | Nov | \$ 310.10 | | |
| | | Nov | \$ 10.26 | | |
| | | Nov | \$ 88.74 | | |
| | | Nov | \$ 45.26 | | |
| | | Nov | \$ 58.74 | | |
| | | Nov | \$ 41.82 | | |
| | | Nov | \$ 264.96 | | |
| | | Nov | \$ 66.46 | | |
| Nov | \$ 122.11 | | | | |
| 9 | TECO 211009964589 211009964589 | Nov | \$ 726.85 | | |
| | | | | | |
| 10 | St Johns County postage | 12-11-17 | \$ 162.12 | | |
| 11 | Scott McNary Dec 14 meeting | 12-14-17 | \$ 200.00 | | |
| 12 | Monique Perna Dec 14 meeting | 12-14-17 | \$ 200.00 | | |
| 13 | Florida Natural Gas 110427 | Nov | | \$ 1,283.70 | |
| 14 | Capital One- Costco | 12/1/2017 | 48474 | \$ 160.46 | |
| 15 | Hopping Green and Sams district counsel | 97322 | \$ 733.50 | | |
| 16 | AT&T 904 829-8584 209 0562 | Nov | | \$ 606.59 | |
| 17 | Anago november janitorial | 24633 | \$ 185.00 | | |
| TOTAL | | | \$ 7,846.03 | \$ 3,895.44 | \$ 140.94 |
| TOTAL | | | \$ 11,882.41 | | |

Secretary/Assistant Secretary

Chairperson

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 2018-08
12/31/2017**

| Item No. | Payee | Invoice# | General Fund | Amenity | Fitness |
|----------|--|----------------------------------|-----------------------------------|--|-------------------------|
| 1 | Egls Insurance add'l coverage for guard house | 6788 | \$ 522.00 | | |
| 2 | Erin Gunia exp reimbursement exp reimbursement exp reimbursement | 12-17-17 12-26-17 12-13-17 | | \$ 13.99 | \$ 2,900.00 \$ 48.18 |
| 3 | Mathew Broadus Advertising sign for guardhouse | 26266 | \$ 132.00 | | |
| 4 | Flori's Cardio Etc december exercise bike lease January exercise bike lease | 5677 5688 | | \$ 440.00 \$ 440.00 | |
| 5 | Grainger filters | 9636166614 | | | \$ 108.00 |
| 6 | Trane reconfigure PC | 38676974 | | | \$ 209.00 |
| 7 | Landcare Group January maintenance January maintenance Playground Mulch | 5138 5137 5037 | \$ 16,249.92 | \$ 537.50 \$ 1,375.00 | |
| 8 | TCF January equipment lease | 5326114 | | | \$ 2,107.85 |
| 9 | Marshall Creek CDD December staffing October staffing November staffing | december october november | | \$ 29,674.75 \$ 29,674.75 \$ 29,674.75 | |
| 10 | H&H Land and Marine hydroseed service | 4281 | \$ 900.00 | | |
| 11 | Poolsure January pool service | 131295576204 | | \$ 840.00 | |
| 12 | Republic Services January dumpster | 0687-000866673 | \$ 143.19 | | |
| 13 | Estate Management January pond management | 123058 | \$ 1,137.50 | | |
| 14 | St Johns Co Utility 541469-127508 241469-125768 541469-131201 | December December December | \$ 824.80 \$ 12.45 \$ 28.06 | | |
| 15 | AT&T 904 824-8084 083 0563 904 808-1454 001 0564 | December December | | \$ 132.21 \$ 151.87 | |
| 16 | Ramco 12/23-12/29 12/9-12-15 | 18557 18390 | \$ 1,292.00 \$ 1,207.00 | | |

| | | | | |
|----|---|----------------------------------|----|-----------------------------|
| 17 | Sterling Specialites fence repair | 7114 | \$ | 200.00 |
| 18 | State Chemicals supplies | 900290125 | \$ | 308.16 |
| 19 | Downeys Janitorial Supplies supplies | 41-14340 | \$ | 162.90 |
| 20 | Pinch A Penny supplies | 293331 | \$ | 318.89 |
| 21 | Fishkind and Associates December management | 21891 | \$ | 3,527.80 |
| 22 | FPL 92065-47441 62869-58332 98444-47285 | december december december | \$ | 4,130.56 10.26 140.98 |
| 23 | Turner Pest Control December | 5064192 | \$ | 65.00 |
| 24 | ETM engineering services | 185659 | \$ | 646.05 |

| | | | |
|--------------|---------------------|---------------------|----------------------|
| TOTAL | \$ 30,904.57 | \$ 94,009.77 | \$ 5,373.03 |
| | | TOTAL | \$ 130,287.37 |

Secretary/Assistant Secretary

Chairperson

SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 2018-09
1/12/2018

| Item No. | Payee | Invoice# | General Fund | Amenity | Fitness |
|--------------|--|---|--|------------------------|-----------------------|
| 1 | Florida Natural Gas | 110427 | Dec | \$ 1,323.22 | |
| 2 | Pinch A Penny Zappit and cover supplies | 1-1-18 294257 | | \$ 617.89 \$ 299.97 | |
| 3 | AT&T 904 825-1122 014 0567 904 829-8584 209 | Jan Jan | | \$ 208.55 \$ 806.59 | |
| 4 | Ramco 1/6-1/12 | 18721 | \$ 1,207.00 | | |
| 5 | Landcare Group service call for pump irrigation | 5182 5178 | \$ 525.00 \$ 851.25 | | |
| 6 | FPL 87534-88413 85766-56253 79800-73535 63041-44154 54467-10583 47384-97256 45689-61314 42186-71537 39997-20281 29257-69248 11451-37392 | Dec Dec Dec Dec Dec Dec Dec Dec Dec Dec Dec | \$ 51.29 \$ 18.98 \$ 302.71 \$ 10.35 \$ 42.17 \$ 32.69 \$ 55.43 \$ 40.84 \$ 248.05 \$ 31.25 \$ 96.54 | | |
| 7 | Litestream Holdings 700-008801 | 1-12-18 | | \$ 55.00 | |
| 8 | Downeys Janitorial supplies | 41-14440 | | \$ 74.75 | |
| 9 | Erin Gunia exp reimbursement exp reimbursement exp reimbursement | 1-12-18 1-12-18B 1-12-18C | | \$ 33.94 \$ 31.06 | \$ 161.80 \$ 56.98 |
| 10 | Hines Palencia router maintenance Office 365 renewal | SCCDD-ROUTER-2017 BB17000770 | | 42.58 291.62 | |
| 11 | Lamp Sales Unlimited supplies | 168346 | | | \$ 119.60 |
| 12 | Lloyds Exercise Equipment fitness wipes | B480-40 | | | \$ 329.85 |
| TOTAL | | | \$ 3,513.55 | \$ 3,583.17 | \$ 668.23 |
| | | | | TOTAL | \$ 7,764.95 |

Secretary/Assistant Secretary

Chairperson

SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 2018-10
1/22/2018

| Item No. | Payee | Invoice# | General Fund | Amenity | Fitness |
|----------|---|-------------------------|---|-----------|----------|
| 1 | AT&T 904 808-1454 001 0564 | Jan | | \$ 172.12 | |
| 2 | Ramco 1/20-1/26 11/25-12/1 1/13-1/19 | 18901 18189 18816 | \$ 1,207.00 \$ 1,207.00 \$ 1,207.00 | | |
| 3 | Sterling Specialties replace damaged fence panel | 7114 | | \$ 200.00 | |
| 4 | Turner Pest Control January pest service | 5102037 | | | \$ 65.00 |
| 5 | Hopping Green and Sams district counsel thru 11-30 | 97992 | \$ 1,767.07 | | |
| 6 | Fishkind and Associates January management | 22047 | \$ 3,438.31 | | |
| 7 | Life Fitness software upgrade and labor | 5557111 | | \$ 385.00 | |
| 8 | FPL 14275-07163 | Dec | \$ 3,009.19 | | |
| 9 | TECO 211009964589 | Dec | | \$ 811.18 | |

| | | | |
|--------------|---------------------|--------------------|-----------------|
| TOTAL | \$ 11,836.57 | \$ 1,568.30 | \$ 65.00 |
|--------------|---------------------|--------------------|-----------------|

| | |
|--------------|---------------------|
| TOTAL | \$ 13,468.87 |
|--------------|---------------------|

Secretary/Assistant Secretary

Chairperson

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

District Financial Statements