

**MARSHALL CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

JANUARY 15, 2020

Marshall Creek Community Development District
INFRAMARK, INFRASTRUCTURE MANAGEMENT SERVICES
210 North University Drive • Suite 702 • Coral Springs, Florida 33071
Phone: (954) 603-0033 • Fax: (954) 345-1292

January 8, 2020

Board of Supervisors
Marshall Creek
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Marshall Creek Community Development District will be held **Wednesday, January 15, 2020** beginning at **4:00 p.m. at the Marshall Creek Amenity Center, 625 Palencia Club Drive, St. Augustine, Florida.** Following is the advance agenda for the meeting:

- 1. Roll Call**
- 2. Audience Comments**
- 3. Approval of the Minutes of the December 18, 2019 Meeting**
 - A. Discussion of Open Items
- 4. Engineer's Report**
- 5. General Manager's Operations Report**
 - A. FEMA Update
 - B. Traffic Reports & SJCSO Roving Patrol Violation Log
- 6. District Manager's Report**
- 7. Attorney's Report**
 - A. Consideration of the Shared Parking Agreement with the Golf Club
 - B. Consideration of Amendment to SCCDD / MCCDD Interlocal Staffing Agreement (Fitness Center Landscaping)
 - C. Discussion and Consideration of Resolution 2020-3 – Setting a Public Hearing for Revised Rules of Procedure
- 8. Supervisors' Requests**
 - A. Discussion of Open House Signage Policy (Supervisor Moss)
- 9. Acceptance of the December 2019 Financial Statements and Approval of the December 2019 Check Register and Invoices**
- 10. Adjournment**

Enclosed for your review is a copy of the draft minutes of the December 18, 2019 meeting and the December 2019 financials, check register, and invoices.

The General Manager's Operations Report is enclosed for your review. Also enclosed are the, Traffic Reports and SJCSO Off-Duty Roving Patrol Violation Report. The FEMA Update will be provided under separate cover.

Marshall Creek CDD

January 8, 2020

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Under the Attorney's Report enclosed for your consideration is an Amendment to the SCCDD / MCCDD Interlocal Staff Agreement. Also enclosed for your consideration is a memorandum regarding revised Rules of Procedure, the redlined Rules of Procedure and Resolution 2020-3 setting a public hearing. The Shared Parking Agreement with the Golf Club will be provided under separate cover.

The balance of the agenda is routine in nature. I look forward to seeing you at the meeting. In the meantime, if you have any questions, please contact me at (904) 940-6044, extension 40592.

Sincerely,

Janice Eggleton Davis

Janice Eggleton Davis/ms
District Manager

Cc: Jonathan Johnson
Katie Hollis
Warren Bloom
Michelle Rigoni

Katie Buchanan
Gabriel McKee
Gordon Mobley
Hank Fishkind

Ryan Stilwell, P.E.
Jennifer Gillis
Brett Sealy

Third Order of Business

**MINUTES OF MEETING
MARSHALL CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Marshall Creek Community Development District was held on Wednesday, December 18, 2019 at 4:00 p.m. at the Marshall Creek Amenity Center, 625 Palencia Club Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Howard Entman	Chairman
Scott Raybuck	Vice Chairman
Howard Hoffman	Assistant Secretary
Kathy Moss	Assistant Secretary (via phone)
Jeff Riley	Assistant Secretary

Also present were:

Janice Eggleton Davis	District Manager
Katie Buchanan	District Counsel (via phone)
Ryan Stilwell, P.E.	District Engineer (via phone)
Katie Hollis	General Operations Manager
Members of the Public	

The following is a summary of the discussions and actions taken at the December 18, 2019 Marshall Creek Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call

- Dr. Entman called the meeting to order and the Board and Staff identified themselves for the record.

SECOND ORDER OF BUSINESS

Audience Comments

- Mr. Bob Denman addressed traffic noting it is better. He further addressed kids on bicycles without lights.

THIRD ORDER OF BUSINESS

Approval of Minutes of the November 20, 2019 Meeting

On MOTION by Mr. Hoffman seconded by Mr. Raybuck, with all in favor, the minutes of the November 20, 2019 meeting were approved.
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A. Discussion of Open Items

- Dr. Entman addressed an elevated crosswalk.
 - Ms. Hollis noted she is still working on it with Mr. Riley and Mr. Stilwell.
 - Mr. Riley noted the biggest issue is cost.
- Dr. Entman addressed the cul-de-sac on Trails Edge and Cypress Crossing.
 - Ms. Hollis noted they will be receiving a reminder on January 2nd.
- Dr. Entman addressed headshots for the website.
 - Ms. Hollis will be sending an email to schedule for the week of January 6th
 - Discussion followed on the pictures for the website. The photos will be available only after a log-in to the website.
- Dr. Entman addressed the shared parking noting the first draft was received today.
 - Ms. Hollis is going to review to make sure Ms. Buchanan captured what was agreed upon.
 - A parking map will be distributed to the Market Street businesses at their monthly meeting.
 - Discussion followed on distributing to the tennis community – it will be monitored.

FOURTH ORDER OF BUSINESS

Engineer's Report

There being none, the next item followed.

FIFTH ORDER OF BUSINESS

General Manager's Operations Report

- Ms. Hollis reported:
 - They have put in the order for the flowers to be grown for the next rotation. The next rotation is a Spring mix.
 - On December 26th there will be 230 Oak trees raised by Lucas Tree Service; they will be completed by the end of the year. The cost is \$15,000.

A. FEMA Update

- Dr. Entman noted they have essentially received all their money from FEMA. There is \$40,000 still outstanding from the State of Florida.
 - Mr. Raybuck addressed it being part of the true up with SCCDD.
 - Ms. Davis noted some of the projects were not shared. Only the reimbursements for shared facilities repairs are shared.

B. Traffic Report & SCCSO Roving Patrol Violation Log

- Mr. Riley reported they did not collect anything in November due to a change of staff.
- Mr. Riley noted there were more tickets written after discussion with the officers.

SIXTH ORDER OF BUSINESS

District Manager’s Report

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS

Attorney’s Report

- Ms. Buchanan noted they have a new lawyer writing the Capital Conversations.
 - A. Consideration of Resolution 2020-2 – Changing Registered Agent**
 - Resolution 2020-2 changes the Registered Agent from Mr. Jonathan Johnson to Ms. Buchanan.

On MOTION by Mr. Hoffman seconded Mr. Riley, with all in favor, Resolution 2020-2, a resolution of the Board of Supervisors of the Marshall Creek Community Development District authorizing, and approving change of designated Registered Agent and Registered Office of the Marshall Creek Community Development District was adopted.

B. Consideration of Shared Parking Agreement with the Golf Club

- This item tabled to January.

EIGHTH ORDER OF BUSINESS

Supervisors’ Requests

- Ms. Moss requested they place on the next agenda a review of the signage policy.

NINTH ORDER OF BUSINESS

Acceptance of the November 2019 Financial Statements and Approval of the November 2019 Check Register and Invoices

On MOTION by Mr. Raybuck seconded by Mr. Riley, with all in favor, the November 2019 financial statements were accepted, and the November check register and invoices were approved.

TENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Riley seconded by Mr. Hoffman, with all in favor, the meeting adjourned.

Janice Eggleton Davis
Secretary

Howard Entman
Chairman

Fifth Order of Business

Marshall Creek CDD
Operations Report for January CDD Meeting

Action Items from Meetings:

- Golf Club Agreement: **Update:** Katie B has completed the draft Memorandum of Understanding. The draft has been communicated to the Club's counsel to ensure we are on the same page. The Club's counsel has communicated that she will give us her thoughts prior to our upcoming meeting.
 1. Supervisors approve on the draft on the 1/15/19 meeting.
 2. Marshall Creek CDD will stripe the last 6 parking spots in all 6 rows in a caution yellow. These 36 parking spots will now be overflow parking.
 3. A parking map that reflects all the approved parking areas will be on file if needed for distribution to residents, vendors, business owners, etc.

Administration:

- 2020 strategic planning is completed.
- I have renewed our SNAP (Statewide Nuisance Alligator Program) permit for 2020. We now have three trappers assigned to our district.
- We are currently completing a Lateral Line Pollution Application. This will allow the district to complete a cost comparison on insuring our lateral lines. Ryan Stilwell has been instrumental in supplying information regarding what is under our roadways.
- Staff training topics for January are incident reporting and how-to bring customer service to the next level.
- SJSO schedule created and communicated to our scheduler for the month of January.
- SJSO Violation log and back-up reports are completed.
- Radar sign speed data is completed for the month of December.

Amenities report from Erin:

- We had a great Tree Lighting. Over 700 people attended. The new format allowed for the Market Street businesses to gain exposure and for us to provide more entertainment to the residents.
- Planning for events that occur January – April began. There will be at least 7 events in that time frame.
- Started brainstorming for Summer Camp Operations. A Camp Director will need to be hired soon and field trips will start to be scheduled.
- Gathered more data on Child Watch and on Cardio use.
- Worked with the Jacksonville Iceman to create an event for January.
- The Fitness Center was pressure washed and the exterior painting began.
- Had several meetings and conversations with residents and staff.
- Hired a contractor to audit all of the cardio classes at both buildings. We developed an evaluation form and will be sitting down in intervals to go over classes. The auditor will attend each class at least 2-3 times.
- Moved forward with Les Mills virtual classes and purchasing of the equipment. The next step is scheduling the audio and visual equipment installation.

- Scheduled room reservations for the Amenity Center. We are getting more and more inquiries for use of that building.
- Repairs and purchases were made for the equipment at the Fitness Center and Amenity Center for classes and gym use.
- Daily management of staff and responsibilities
- More seminars were scheduled in the Amenity Center as well as painting classes and nutritional instruction.
- Attended a Sweetwater CDD meeting per their request.
- Attended a meeting with many of the business owners of Market Street. We are pursuing dates to create Street events that cater to the adult demographic in the neighborhood.
- Continued with plans for remodeling of the storage room/cave in the Amenity Center.
- Sweetwater Creek Specific:
 - went over the facility with the painting company
 - requests for leak/drain issues in a bathroom wall, light bulb replacement, floor outlet covers, front door repair was made
 - met with a contractor regarding gym rearrangement for better use of space
 - collected data on child watch attendance
 - met with John Williams regarding gym use
 - met with residents regarding class instruction and fitness equipment
 - hired a contractor to audit group fitness instruction for each class
 - got an estimate for steam cleaning of all tile and grout-going to get more estimates
 - created and promoted a Personal Training special for new clients
 - had equipment repaired-elliptical, bench, strength machine
 - fans were replaced in the aerobics room
 - had (some) staff recertified in CPR. There is another class scheduled for the 31st.

Claims:

- None

Charity Request:

- None

E-Blast sent to our residents with the following topics:

- Palencia Tree Lighting Ceremony
- Waste Pick-Up Schedule for the Holidays
- Holiday Hours with update on Fitness Center Painting and CDD Tree Trimming
- Year-End Letter from The Marshall Creek CDD Chairman
- Palencia Elementary School Cypress Crossing Drop Off Location Notice

Gates:

- Monthly conference call with account manager to ensure all post orders are being followed and any misc. items are addressed if needed.

Engineering report from Shane:

- Continued: Pressure washing of curbs and sidewalks.
- Continued: Grinding, scarifying and replacement of sidewalks throughout the community.
- Concrete grinding/scarifying throughout the community
- Installed approx. 75 RPM's (reflective pavement markers) on Palencia Club Dr. by Starbucks and Publix
- Refurbishment of animal crossings community wide
- The barrier arm at Vale gazebo has been installed as well as widening the sidewalk (Vale cut through) to bring us to ADA compliance.
- The Engineering Department completed 386 FMX requests in 2019.
- Pressure washing map progress (red areas have been completed). Pressure washing will resume in January.



Landscape report from Jim:

- Fertilized all flowers.
- Fertilized ornamentals.
- Application to areas of turf grass with signs of disease.
- Pigment application to areas of Bermuda grass.
- Cut back fakahatchee grass.
- Replaced a 2" galvanized union and nipple at the main entry irrigation well.
- Repaired a 2" irrigation main line break.
- Completed the annual inspections and maintenance on all irrigation pumps and wells.
- Rebuilt a 2" and 2 ½" irrigation valve.
- Repaired two irrigation zone line breaks.
- Replaced a GPRS and master modular at the North Loop irrigation clock.
- Serviced all GPRS antennas.
- Planted our winter flowers.
- Zone line adjustments to all flower beds.
- Currently, having our next round of annuals grown. It will be a spring mix.

Legal:

- Billing for the plumbing disconnect on Spanish Marsh was sent certified mail on 10/31/2019. **ONGOING:** Resident has responded and is working with us to resolve the outstanding billing.
- We have received a letter from Farah and Farah. The letter has been sent to Legal and Inframark to sent to our insurance provider.

Notable Issues:

- None

Ongoing Items:

- Weekly staff meeting held with the CDD department heads
- Bi-weekly landscaping ride with Jim
- Mercado Clean-up
- Investigating new amenity systems for fitness and pool.
- Independent Contractor and Personal Trainer contracts have been created. I am reviewing these with Erin and Vinelle to implement. Contracts will be sent to Katie B. for the final ok. These contracts will be put into place to get us out of the business of collecting money for outside contractors from residents and then turning around and paying the contractor. Also, the goal is to have a uniform policy for our outside amenity contractors (personal trainers, seminar host, swim instructors, group fitness, etc).
- I am working on a guest sign-in sheet for the amenity building and fitness center. At the bottom of the sign-in sheet will be an acknowledgement for the waiver and release. I received a copy of what the Tolomato Community Development District (Nocatee) uses. I will be reviewing this with Katie B prior to implementation.
- Brain storming on ideas to enhance our crosswalks.

Projects:

- All remaining oak trees in the district have been lifted. Approximately 230 trees. This was completed the week between Christmas and New Year's.
- Village Green fence replacement by Old City Iron Works.
- When the RaceTrac gas station is completed all entry, street lines (white lines) on Palencia Village Drive will be re-painted with the beads for high visibility. Ryan S. is putting together a site plan for me to use in obtaining bids on restriping Palencia Village Drive from US1 up to recent rehab project.

Recommendations:

- I met with Eddie Coldwell with Envera Systems. Eddie is putting together a proposal for the Supervisors to explore monitored cameras at each of our facility locations. I have requested that Eddie quote two cameras per facility and include what each additional camera would cost in addition to the initial two. This is for exploring purposes at this point.
- I would like to recommend that we move forward with phase 1 of the amenity upkeep/repair/replacement. Phase 1 will cost the District approximately \$80K with table furnishings. Starting now will allow the area to be completed for the upcoming swim season-Opening the current closed area next to Kokomos. This will create an outdoor sitting/dining area that will accommodate approximately 80 individuals.
-Create a large storage closet outside the current iron gates. This entry will move the maintenance entrance to the front of the amenity building.

Tennis:

- Putting the final touches on the online "court reservation system" ...This will allow residents to book courts online without calling the Tennis Pro Shop...The 1st of Feb is our target date on rolling this out.
- Had a very successful Junior Camp over the Holiday break...We had over 35 kids participate in the two-day camp, ending with round robin play and a pizza party.
- Purchased a new/used Golf Cart for the Tennis Court Maintenance.
- Upcoming events: New Year's Tennis/Pickleball Social scheduled for Friday Jan 24th....Palencia Charity Tennis Tournament scheduled for April, 3th, 4th & 5th.

PALMNCIASM

2020

<u>Administration</u>	<u>Engineering</u>	<u>Fitness</u>	<u>Landscaping</u>	<u>Lifestyle</u>	<u>Tennis</u>
Active Net	Crosswalks	Instructor Process	Addition of color	Garden Club	Online Reservations
Quarterly Resident Reception	Cypress Fence	Trainer Contracts	Guard Houses	Adult Event	LED Lights
Fitness Center Communications	Village Green Fence	Les Mills	Fitness Center	2020 Summer Camp	Cameras
Forms:	Golf Cart Parking Lot	Cameras		Amenity Remodel	Shed
Incident Reports	Asphalt Path Review				Golf Cart
Guest Sign-In Waiver	North River Playground				Fence
Reservation Forms	Cameras				Summer Camps
Contract Spreadsheet	Lighting Opportunities				
ADP Fill-In	Fitness Center Interior Fountain				
Training Monthly Topic	Sidewalk Review				
	Entry Striping				

5B.

MCCDD Board Supervisors "SPEEDERS" Report

December 2019

Rank	MPH	Radar Sign Location	Date of MPH	Day of the Week	Time of Recorded Speeder	Yes/No SJSO
1	64	Southloop	18-Dec	Wednesday	10:00am	yes
2	60	Southloop	23-Dec	Monday	10:30am	yes
3	57	Southloop	4-Dec	Wednesday	11:00am	yes
4	57	Southloop	6-Dec	Friday	11:00am	yes
5	55	Southloop	3-Dec	Tuesday	12:00pm	yes
6	53	Southloop	10-Dec	Tuesday	8:30am	yes
7	51	Southloop	13-Dec	Friday	9:30pm	yes
8	51	Southloop	14-Dec	Saturday	7:30pm	yes
9	48	Southloop	16-Dec	Monday	6:30pm	yes
10	47	Southloop	21-Dec	Saturday	11:00am	yes
11	47	Southloop	24-Dec	Tuesday	12:00PM	no
12	46	Southloop	31-Dec	Tuesday	4:30pm	no
13	45	Southloop	5-Dec	Thursday	7:30pm	yes
Rank	MPH	Radar Sign Location	Date of MPH	Day of the Week	Time of Recorded Speeder	Yes/No SJSO
1	60	Northloop	4-Dec	Wednesday	10:00am	yes
2	58	Northloop	7-Dec	Saturday	11:00pm	yes
3	53	Northloop	24-Dec	Tuesday	8:00pm	no
4	51	Northloop	24-Dec	Tuesday	8:00pm	no
5	49	Northloop	14-Dec	Saturday	9:00am	yes
6	47	Northloop	24-Dec	Tuesday	10:30pm	no
7	46	Northloop	13-Dec	Friday	11:30pm	yes
8	46	Northloop	14-Dec	Saturday	3:30pm	yes
9	45	Northloop	1-Dec	Sunday	7:00pm	yes
10	45	Northloop	20-Dec	Friday	9:00pm	yes

**MCCDD Board Supervisors "SPEEDERS" Report: Southloop Parkway
December 2019**

Date	Vehicle Count	# of Violators	Top Speed	Day of the Week	% of Violators to Total	SJSO Comments
12/1/2019	864	29	37	Sunday	3%	no violations.
12/2/2019	1202	42	39	Monday	3%	no violations.
12/3/2019	1244	42	55	Tuesday	3%	4 verbal warnings for speeding and 1 warning for parking.
12/4/2019	1241	39	57	Wednesday	3%	1 verbal and 2 written warnings for stop sign violation.
12/5/2019	1241	29	45	Thursday	2%	no violations.
12/6/2019	1315	33	57	Friday	3%	1 verbal warning for driving golf cart w/o lights and 4 written warnings issued for improperly parked cars.
12/7/2019	980	41	38	Saturday	4%	1 verbal warning for unsecured child on golf cart.
12/8/2019	871	38	41	Sunday	4%	1 verbal warning for un-registered LSV, 1 written warning for excessive speed and 2 written warnings for stop sign violations.
12/9/2019	1198	38	40	Monday	3%	Not on duty
12/10/2019	1277	36	53	Tuesday	3%	1 verbal and 4 written warnings for stop sign violations. 1 parking ticket issued.
12/11/2019	1251	34	43	Wednesday	3%	4 written warnings for stop sign violations.
12/12/2019	1240	25	37	Thursday	2%	no violations.
12/13/2019	1326	40	51	Friday	3%	no violations.
12/14/2019	1035	44	51	Saturday	4%	1 written warning for stop sign and 1 written warning for improper use of horn.
12/15/2019	969	31	48	Sunday	3%	5 verbal and 2 written warnings for excessive speed.
12/16/2019	1241	38	42	Monday	3%	2 verbal and 2 written warnings for stop sign violations.
12/17/2019	1345	41	40	Tuesday	3%	1 written warning issued for driving w/ bright lights and 2 trespass warnings issued for dumping debris.
12/18/2019	1279	36	64	Wednesday	3%	2 verbal warnings for stop sign violations.
12/19/2019	1297	34	39	Thursday	3%	Not on duty
12/20/2019	1338	41	42	Friday	3%	4 written warnings for stop sign violations.
12/21/2019	1077	39	47	Saturday	4%	wrote report for a damaged/destroyed sign on N Loop Pkwy
12/22/2019	892	40	37	Sunday	4%	no violations.
12/23/2019	1259	28	60	Monday	2%	2 verbal warnings for stop sign violations, 1 verbal for too many riders in a LSV and 1 written warning for excessive speed.
12/24/2019	1172	49	47	Tuesday	4%	Not on duty
12/25/2019	621	21	39	Wednesday	3%	Not on duty
12/26/2019	1017	29	39	Thursday	3%	5 verbal warnings for stop sign violations.
12/27/2019	1075	36	39	Friday	3%	1 verbal warning for stop sign violation.
12/28/2019	902	28	40	Saturday	3%	1 verbal warning for stop sign violation.
12/29/2019	795	36	37	Sunday	5%	Not on duty
12/30/2019	1083	48	41	Monday	4%	1 verbal warning for stop sign violation and 2 verbal warnings for excessive speed.
12/31/2019	1095	40	46	Tuesday	4%	Not on duty

**MCCDD Board Supervisors "SPEEDERS" Report: Northloop Parkway
December 2019**

Date	Vehicle Count	# of Violators	Top Speed	Day of the Week	% of Violators to Total	SJSO Comments
12/1/2019	324	29	45	Sunday	9%	no violations.
12/2/2019	496	33	43	Monday	7%	no violations.
12/3/2019	572	42	40	Tuesday	7%	4 verbal warnings for speeding and 1 warning for parking.
12/4/2019	544	26	60	Wednesday	5%	1 verbal and 2 written warnings for stop sign violation.
12/5/2019	576	26	40	Thursday	5%	no violations.
12/6/2019	627	38	40	Friday	6%	1 verbal warning for driving golf cart w/o lights and 4 written warnings issued for improperly parked cars.
12/7/2019	476	34	58	Saturday	7%	1 verbal warning for unsecured child on golf cart.
12/8/2019	377	33	41	Sunday	9%	1 verbal warning for un-registered LSV, 1 written warning for excessive speed and 2 written warnings for stop sign violations.
12/9/2019	531	32	40	Monday	6%	Not on duty
12/10/2019	550	42	40	Tuesday	8%	1 verbal and 4 written warnings for stop sign violations. 1 parking ticket issued.
12/11/2019	553	50	41	Wednesday	9%	4 written warnings for stop sign violations.
12/12/2019	554	41	40	Thursday	7%	no violations.
12/13/2019	582	37	46	Friday	6%	no violations.
12/14/2019	511	42	49	Saturday	8%	1 written warning for stop sign and 1 written warning for improper use of horn.
12/15/2019	390	28	41	Sunday	7%	5 verbal and 2 written warnings for excessive speed.
12/16/2019	575	40	41	Monday	7%	2 verbal and 2 written warnings for stop sign violations.
12/17/2019	600	55	41	Tuesday	9%	1 written warning issued for driving w/ bright lights and 2 trespass warnings issued for dumping debris.
12/18/2019	608	44	41	Wednesday	7%	2 verbal warnings for stop sign violations.
12/19/2019	587	43	41	Thursday	7%	Not on duty
12/20/2019	600	47	45	Friday	8%	4 written warnings for stop sign violations.
12/21/2019	481	33	43	Saturday	7%	wrote report for a damaged/destroyed sign on N Loop Pkwy
12/22/2019	386	59	40	Sunday	15%	no violations.
12/23/2019	556	43	42	Monday	8%	2 verbal warnings for stop sign violations, 1 verbal for too many riders in a LSV and 1 written warning for excessive speed.
12/24/2019	517	50	53	Tuesday	10%	Not on duty
12/25/2019	297	10	41	Wednesday	3%	Not on duty
12/26/2019	508	24	40	Thursday	5%	5 verbal warnings for stop sign violations.
12/27/2019	531	28	42	Friday	5%	1 verbal warning for stop sign violation.
12/28/2019	410	37	40	Saturday	9%	1 verbal warning for stop sign violation.
12/29/2019	346	32	40	Sunday	9%	Not on duty
12/30/2019	481	39	39	Monday	8%	1 verbal warning for stop sign violation and 2 verbal warnings for excessive speed.
12/31/2019	569	52	51	Tuesday	9%	Not on duty

SISO Off-Duty Roving Patrol Violation Log

Date:	Improper Parking / Roadway	Suspicious Activity or Traffic Violation	Adult Golf Cart Infractions	Juvenile Golf Cart Infractions	Suspicion of Illegal Substance	Model / Vacant Home	Adult Mischief	Warning or Citation	Day of the Week	Officer	Notes
12/01/19									Sunday	Chad Hallman	no violations.
12/02/19									Monday	Sid Mickler	no violations.
12/03/19	1	4						5 verbal warnings 1 verbal warning and 2 written	Tuesday	Sid Mickler	4 verbal warnings for speeding and 1 warning for parking.
12/04/19		3							Wednesday	Gary Perna	1 verbal and 2 written warnings for stop sign violation.
12/05/19									Thursday	Chad Hallman	no violations.
12/06/19	4			1				1 verbal and 4 written warnings	Friday	Gabe Bagby	1 verbal warning for driving golf cart w/o lights and 4 written warnings issued for improperly parked cars.
12/07/19		1						1 verbal warning	Saturday	Gary Perna	1 verbal warning for unsecured child on golf cart.
12/08/19		4						1 verbal warning and 3 written	Sunday	Gary Perna	1 verbal warning for un-registered LSV, 1 written warning for excessive speed and 2 written warnings for stop sign violation.
12/10/19	1	5						1 verbal, 4 written warnings and 1	Tuesday	Gary Perna	1 verbal and 4 written warnings for stop sign violations. 1 parking ticket issued.
12/11/19		4						4 written warnings	Wednesday	Thomas Evans	4 written warnings for stop sign violations.
12/12/19									Thursday	Gary Perna	no violations.
12/13/19									Friday	Gabe Bagby	no violations.
12/14/19								2 written warnings	Saturday	Gabe Bagby	1 written warning for stop sign and 1 written warning for
12/15/19		7						5 verbal and 2 written warnings	Sunday	Gary Perna	5 verbal and 2 written warnings for excessive speed.
12/16/19		4						2 verbal and 2 written warnings	Monday	Gary Perna	2 verbal and 2 written warnings for stop sign violations.
12/17/19		1				2		3 written warnings	Tuesday	Gabe Bagby	1 written warning issued for driving w/ bright lights and 2 trespass warnings issued for dumping debris.
12/18/19		2						2 verbal warnings	Wednesday	Gary Perna	2 verbal warnings for stop sign violations.
12/20/19		4						4 written warnings	Thursday	Thomas Evans	4 written warnings for stop sign violations.
12/21/19		1						1 written report	Saturday	Thomas Coward	wrote report for a damaged/destroyed sign on N Loop
12/22/19									Sunday	Chad Hallman	no violations.
12/23/19									Monday	Gabe Bagby	no violations.
12/23/19		4						3 verbal warnings and 1 written warning	Monday	Gary Perna	2 verbal warnings for stop sign violations, 1 verbal for too many riders in a LSV and 1 written warning for excessive speed.
12/26/19		5						5 verbal warnings	Thursday	Gary Perna	5 verbal warnings for stop sign violations.
12/27/19		1						1 verbal warning	Friday	Gary Perna	1 verbal warning for stop sign violation.
12/28/19		1						1 verbal warning	Saturday	Thomas Coward	1 verbal warning for stop sign violation.
12/30/19		3						3 verbal warnings and 1 written	Monday	Gary Perna	1 verbal warning for stop sign violation and 2 verbal warnings for excessive speed.
December 2019 Totals	6	54	0	1	0	2	0				
2019 YTD total	29	515	1	1	1	2	1				
Month to Month Comparison											
December 2018	0	43	0	0	0	0	0				
December 2019	6	54	0	1	0	2	0				

Seventh Order of Business

7B.

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT AND
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT REGARDING
THE PROVISION OF STAFFING SERVICES**

This First Amendment to the Interlocal Agreement (“First Amendment”) is made and entered into this ____ day of _____, 20__, 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, (“Sweetwater Creek”), and

Marshall Creek Community Development District, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in St. Johns County (“Marshall Creek”).

RECITALS

WHEREAS, on June 30, 2016, Sweetwater Creek and Marshall Creek entered into an Interlocal Agreement Regarding the Provision of Staffing Services for Reciprocal Usage of Facilities (“Interlocal Agreement”), which is attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Section 6(c) of the Interlocal Agreement, the parties desire to amend the Interlocal Agreement to provide for additional services; and

WHEREAS, Sweetwater Creek desires to utilize Marshall Creek’s landscape maintenance staffing for the maintenance of its Fitness Center property (as hereinafter defined), more specifically depicted in **Exhibit B** attached hereto; and

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

SECTION 1. The Interlocal Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Interlocal Agreement. All the remaining provisions, including, but not limited to, the engagement of services, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 2. The Interlocal Agreement is hereby amended as follows:

The Services Agreement is hereby amended to add the following provision of services: Marshall Creek agrees to assume responsibility for mowing, fertilizing, and other normal landscape maintenance including the planting of flowers and ornamental plants in front and in back of the fitness center, competition pool area, and dog park (the “Fitness Center”). The landscape maintenance services shall be performed on the same schedule and to the same standard as currently provided within the Marshall Creek boundaries. Sweetwater Creek agrees to pay Marshall Creek two thousand dollars (\$2,000.00) per

month as compensation for these services. The payments contemplated in this First Amendment are considered a shared expense and Sweetwater Creek is entitled to recoup 67% pursuant to the Reciprocal Use Agreement. If the actual expenses exceed the budgeted amount, Marshall Creek will pay the overage. The term of this First Amendment is one (1) year and may be renewed annually by both parties and may be terminated in accordance with the provisions of Section 4 of the Interlocal Agreement.

SECTION 3. All other terms of the Interlocal Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment to the Interlocal Agreement on the day and year first written above.

Attest:

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman, Board of Supervisors

Print Name:_____

Date:_____

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman, Board of Supervisors

Print Name:_____

Date:_____

Exhibit A: Interlocal Agreement
Exhibit B: Fitness Center Property

7C.

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: Marshall Creek Community Development District
Board of Supervisors

FROM: Katie S. Buchanan

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

DATE: January 6, 2020

Please find attached to this memorandum an updated version of the Marshall Creek Community Development District's ("District's") Rules of Procedure ("Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at katieb@hgslaw.com or via phone at 850-222-7500.

Costs Associated With Public Records Requests (Pages 8–9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator ("Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be

made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended or additional materials added after initial posting. It additionally specifies which documents constitute “meeting materials.” Documents that do not meet the definition of “meeting materials” may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board’s actions where there is a technical irregularity but the Board has otherwise made its decision clear.

Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida’s statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

Notice of Competitive Solicitation (Pages 27 and 36)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District’s competitive solicitations, the District Manager’s failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District’s otherwise valid procurement. This will reduce the District’s exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

Procedure Regarding Auditor Selection (Page 31)

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at

least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

Contract Periods (Pages 34, 56, and 59)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

Suspension, Revocation, or Denial of Qualification (Pages 40–42)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

Protest Bonds (Pages 61–62)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words “at least” before the required amounts of the Secretary’s or Treasurer’s fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5–6).

Rules 1.3(1)(e), (1)(d), (1)(f); and 3.2(9): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11 and 34).

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds. (Page 22).

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word “responsive” has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 49 and 55).

Rule 3.2(3)(b): “Understanding of scope of work” has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.: “Reemployment assistance” has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 44 and 48).

Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 63).

**RULES OF PROCEDURE
COMMUNITY DEVELOPMENT DISTRICT**

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EFFECTIVE AS OF _____, 20__

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

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

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

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

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

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

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

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

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

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

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

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

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. “General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language:- “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (____) _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”
 - (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”

- (f) The following or substantially similar language:- “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare ~~a notice and~~ an agenda of the meeting/hearing/workshop. The ~~notice and~~ agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least ~~seventy two (72) hours~~ seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorneysattorney must request such session at a public meeting.- Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. -The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy

related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.

- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. ~~Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.~~

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

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

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

existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

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

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within ~~sixty (60)~~ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed ~~one~~two million dollars (\$~~1~~2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed ~~fifty~~two hundred thousand dollars (\$~~50~~200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

Rule 3.1 Procedure Under ~~The~~the Consultants' Competitive Negotiations Act.

(1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

~~(a) Hold all required applicable federal licenses in good standing, if any;~~

~~(b) Hold all required applicable state professional licenses in good standing;~~

(b) Hold all required applicable federal licenses in good standing, if any;

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. ~~Consultants who provide their name and address to the District Manager for inclusion on the list shall receive~~

~~notices by mail.~~ The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the audit auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Audit Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an audit auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee ~~should~~shall include at least three individuals, ~~some or all~~at least one of whom may which must also ~~serve as members~~be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

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

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

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

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

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) Committee’s Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm’s qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms’ respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm- or document in its public records the reason for not selecting the highest-ranked qualified firm.

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than ~~July 1~~June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule; but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule

shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

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

offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

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

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

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

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the ~~contractor~~contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed,

competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects ~~such as~~ including but not limited to reemployment assistance, safety, tax withholding, worker's compensation,

unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

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

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. ~~Failing accord~~Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified firm, the Board at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must terminate negotiations be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) ~~bids, proposals, replies~~Responsive Bids, Proposals, Replies, or responsesResponses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best

interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for ~~a period that may not exceed three (3) years or the term of the original contract, whichever period is longer~~ a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 — Protests ~~With Respect To Proceedings under Rules 3.1, 3.2, 3.3,
3.4, 3.5, 3.6, 3.8, and 3.9.~~

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

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

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- ~~(e)~~ (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, the Board may require

any person who files a notice of protest ~~to~~ must post ~~at~~ the protest bond ~~in the. The amount equal to 1% of the anticipated contract amount that is the subject of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law.~~ In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

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

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

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

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

Rule 4.0 Effective Date.

These Rules shall be effective _____, ~~2018,20~~, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

RESOLUTION 2020-3

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

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

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

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

SECTION 1. A Public Hearing will be held to adopt the District’s Rules of Procedure on March 18, 2020, at 4:00 p.m., at the Marshall Creek Amenity Center, 625 Palencia Club Drive, St. Augustine, Florida.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day of January, 2020.

ATTEST:

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Ninth Order of Business

MEMORANDUM

TO: Board of Supervisors, Marshall Creek CDD

FROM: Fernand Thomas, Accountant II

CC: Janice Eggleton Davis, District Manager, Alan Baldwin, Accounting Manager

DATE: January 07, 2020

SUBJECT: December Financial Report

Attached, please find the December 2019 Financial Report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. To assist with your review, an overview of each of the District's Funds is provided below. If you have any questions or require additional information, please contact me at fernand.thomas@inframark.com.

General Funds:

- Total revenues are approximately 34.69% of the annual budget. Annual Assessments collected is at 41.40%. CDD collected Assessments are at 99.10%. Tennis Membership are 52.93% collected.
- For the current month, year-to-date expenditures should be approximately 25% of annual budget, and are currently at a favorable 21.65% of the budget.

Debt Service Funds:

Series 2002

- Annual Assessment collected is at 41.40% and Direct Billed Assessment collected is at 100%.

Series 2015

- Annual Assessment collected is at 41.20%.

Series 2016

- Annual Assessment is at 40.76% collected.

Construction Fund:

- Revenues recorded are interest earned on Investments.

MARSHALL CREEK
Community Development District

Financial Report

December 31, 2019

Prepared by



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MARSHALL CREEK
Community Development District

Financial Statements

(Unaudited)

December 31, 2019

Balance Sheet
December 31, 2019

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL 004 - 2002 AREA CAPITAL RESERVES FUND	SERIES 2002 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2016 DEBT SERVICE FUND	SERIES 2015 A CONSTRUCTIO N FUND	TOTAL
ASSETS							
Cash - Checking Account	\$ 1,956,904	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,956,904
Assessments Receivable	110,018	2,149	100,208	-	-	-	212,375
Allow-Doubtful Collections	(91,905)	-	(51,178)	-	-	-	(143,083)
Due From Other Districts	86,897	-	-	-	-	-	86,897
Due From Other Funds	-	64,554	776,637	419,402	25,789	-	1,286,382
Investments:							
Money Market Account	617,823	-	-	-	-	-	617,823
Construction Fund A	-	-	-	-	-	2,300	2,300
Other	1,300,000	-	-	-	-	-	1,300,000
Prepayment Account	-	-	24	-	20	-	44
Prepayment Account A	-	-	-	9,747	-	-	9,747
Reserve Fund	-	-	203,419	-	31,330	-	234,749
Reserve Fund A	-	-	-	483,938	-	-	483,938
Revenue Fund	-	-	1	-	9,848	-	9,849
Revenue Fund A	-	-	-	59,428	-	-	59,428
Prepaid Items	14,373	-	-	-	-	-	14,373
TOTAL ASSETS	\$ 3,994,110	\$ 66,703	\$ 1,029,111	\$ 972,515	\$ 66,987	\$ 2,300	\$ 6,131,726
LIABILITIES							
Accounts Payable	\$ 20,626	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,626
Accrued Expenses	43,693	-	-	-	-	-	43,693
Deferred Revenue	18,113	2,149	49,030	-	-	-	69,292
Due To Other Funds	1,286,382	-	-	-	-	-	1,286,382
TOTAL LIABILITIES	1,368,814	2,149	49,030	-	-	-	1,419,993

Balance Sheet
December 31, 2019

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL 004 - 2002 AREA CAPITAL RESERVES FUND	SERIES 2002 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2016 DEBT SERVICE FUND	SERIES 2015 A CONSTRUCTIO N FUND	TOTAL
FUND BALANCES							
Nonspendable:							
Prepaid Items	14,373	-	-	-	-	-	14,373
Restricted for:							
Debt Service	-	-	980,081	972,515	66,987	-	2,019,583
Capital Projects	-	-	-	-	-	2,300	2,300
Assigned to:							
Operating Reserves	736,979	-	-	-	-	-	736,979
Reserves - Field	312,092	-	-	-	-	-	312,092
Reserves - Gate	7,838	-	-	-	-	-	7,838
Reserves - Landscape	39,986	-	-	-	-	-	39,986
Reserves - Park	32,900	-	-	-	-	-	32,900
Reserves - Swim&Fitness Clubh	18,558	-	-	-	-	-	18,558
Reserves - Swimming Pools	132,635	-	-	-	-	-	132,635
Reserves - Tennis Courts	24,853	-	-	-	-	-	24,853
Unassigned:	1,305,082	64,554	-	-	-	-	1,369,636
TOTAL FUND BALANCES	\$ 2,625,296	\$ 64,554	\$ 980,081	\$ 972,515	\$ 66,987	\$ 2,300	\$ 4,711,733
TOTAL LIABILITIES & FUND BALANCES	\$ 3,994,110	\$ 66,703	\$ 1,029,111	\$ 972,515	\$ 66,987	\$ 2,300	\$ 6,131,726

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
REVENUES				
Interest - Investments	\$ 12,000	\$ 5,196	43.30%	\$ 3,529
FEMA Grants	-	8,489	0.00%	-
Shared Rev - Other Local Units	530,463	-	0.00%	-
Interlocal Agreement - Other	347,590	86,897	25.00%	28,966
Other Physical Environment Rev	12,000	3,000	25.00%	1,000
S/F Program Fees	40,000	-	0.00%	-
S/F Swimming Program Fees	3,000	-	0.00%	-
S/F Activity Fees	5,000	170	3.40%	-
S/F Other Revenues	1,750	578	33.03%	-
S/F Rental Fees	3,500	825	23.57%	-
S/F Snack Bar Revenue	3,000	328	10.93%	-
Tennis Merchandise Sales	15,000	4,882	32.55%	2,101
Tennis Special Events&Socials	1,000	-	0.00%	-
Tennis Lessons & Clinics	205,000	70,376	34.33%	23,010
Tennis Ball Machine Rental Fee	3,500	2,200	62.86%	2,200
Tennis Membership	40,000	21,173	52.93%	-
Special Assmnts- Tax Collector	3,477,421	1,439,522	41.40%	867,012
Special Assmnts- CDD Collected	13,448	13,327	99.10%	11,207
Special Assmnts- Discounts	(104,342)	(57,638)	55.24%	(34,499)
Other Miscellaneous Revenues	1,000	240	24.00%	62
Gate Bar Code/Remotes	4,400	1,208	27.45%	552
Impact Fee	30,000	10,578	35.26%	2,766
TOTAL REVENUES	4,644,730	1,611,351	34.69%	907,906

EXPENDITURES

Administration

P/R-Board of Supervisors	8,000	1,257	15.71%	101
ProfServ-Arbitrage Rebate	1,200	-	0.00%	-
ProfServ-Dissemination Agent	3,000	-	0.00%	-
ProfServ-Engineering	25,000	3,505	14.02%	1,318
ProfServ-Legal Services	75,000	8,291	11.05%	-
ProfServ-Mgmt Consulting Serv	62,700	15,675	25.00%	5,225
ProfServ-Special Assessment	15,000	15,000	100.00%	15,000
ProfServ-Trustee Fees	11,400	2,625	23.03%	-
Auditing Services	4,675	-	0.00%	-
Postage and Freight	5,600	901	16.09%	250
Insurance - General Liability	28,980	20,615	71.14%	6,872
Printing and Binding	4,000	715	17.88%	178

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
Legal Advertising	3,000	292	9.73%	85
Miscellaneous Services	6,000	2,729	45.48%	764
Misc-Assessmnt Collection Cost	69,548	27,638	39.74%	16,650
Shared Exp - Other Local Units	585,565	-	0.00%	-
Office Supplies	500	132	26.40%	44
Annual District Filing Fee	175	175	100.00%	-
Total Administration	909,343	99,550	10.95%	46,487
<u>Other Public Safety</u>				
Payroll-Benefits	13,387	1,689	12.62%	558
Payroll-Engineering	64,383	14,673	22.79%	6,710
Payroll-Gate Maintenance	2,496	429	17.19%	160
Contracts-Security Services	273,750	25,795	9.42%	11,367
Contracts-Roving Patrol	40,000	8,575	21.44%	3,605
R&M-Gate	20,000	2,401	12.01%	537
Misc-Bar Codes	4,100	1,024	24.98%	-
Total Other Public Safety	418,116	54,586	13.06%	22,937
<u>Field</u>				
Payroll-Benefits	10,283	1,354	13.17%	449
Payroll-Engineering	49,975	11,739	23.49%	5,368
Utility - Water & Sewer	2,000	-	0.00%	-
Lease - Land	2,000	-	0.00%	-
R&M-Bike Paths & Asphalt	4,000	-	0.00%	-
R&M-Boardwalks	7,720	3,078	39.87%	213
R&M-Buildings	15,000	5,422	36.15%	422
R&M-Electrical	12,500	320	2.56%	124
R&M-Fountain	41,000	48,112	117.35%	-
R&M-Mulch	5,600	-	0.00%	-
R&M-Roads & Alleyways	30,000	1,275	4.25%	163
R&M-Sidewalks	20,000	4,577	22.89%	72
R&M-Signage	6,000	2,727	45.45%	2,438
Cap Outlay-Machinery and Equip	-	5,149	0.00%	-
Reserve - Field	100,000	-	0.00%	-
Total Field	306,078	83,753	27.36%	9,249

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
<u>Landscape Services</u>				
Payroll-Salaries	204,095	40,062	19.63%	15,232
Payroll-Other	4,000	-	0.00%	-
Payroll-Administrative	7,058	1,120	15.87%	448
Payroll-Benefits	84,933	18,834	22.18%	6,630
Payroll-Shared Personnel	-	(796)	0.00%	(398)
Payroll-General Staff	129,574	28,580	22.06%	9,505
Payroll-Irrigation Staff	63,619	15,095	23.73%	5,404
Payroll-IPM Staff	84,979	13,283	15.63%	5,496
Payroll-Equipment Mechanic	27,409	6,817	24.87%	2,496
Payroll Taxes	38,990	8,154	20.91%	3,074
ProfServ-Info Technology	1,000	-	0.00%	-
Communication - Telephone	3,298	825	25.02%	275
Utility - Cable TV Billing	2,000	494	24.70%	165
Electricity - General	4,000	801	20.03%	262
Utility - Refuse Removal	13,500	2,977	22.05%	2,182
Utility - Water & Sewer	3,360	536	15.95%	-
Rentals - General	1,500	-	0.00%	-
R&M-Buildings	5,500	5,521	100.38%	65
R&M-Equipment	30,000	12,129	40.43%	2,353
R&M-Grounds	53,729	2,971	5.53%	415
R&M-Irrigation	21,000	2,551	12.15%	950
R&M-Mulch	79,360	51,101	64.39%	57
R&M-Pump Station	15,000	1,083	7.22%	543
R&M-Trees and Trimming	15,000	450	3.00%	-
Misc-Employee Meals	7,000	3,798	54.26%	3,733
Office Equipment	500	325	65.00%	325
Op Supplies - General	21,500	3,441	16.00%	1,509
Op Supplies - Uniforms	7,408	1,402	18.93%	487
Op Supplies - Fuel, Oil	12,500	3,142	25.14%	1,240
Impr - Landscape	57,452	14,953	26.03%	5,280
Cap Outlay-Machinery and Equip	36,000	7,184	19.96%	1,613
Total Landscape Services	1,035,264	246,833	23.84%	69,341

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
<u>Utilities</u>				
Electricity - Streetlighting	75,000	19,768	26.36%	6,857
Utility - Water & Sewer	2,500	1,836	73.44%	-
R&M-Lake	53,080	12,870	24.25%	4,290
Total Utilities	130,580	34,474	26.40%	11,147
<u>Operation & Maintenance</u>				
Payroll-Shared Personnel	347,590	71,420	20.55%	25,451
ProfServ-Field Management	277,229	61,091	22.04%	12,864
Travel and Per Diem	400	-	0.00%	-
Communication - Telephone	3,000	45	1.50%	45
Postage and Freight	200	-	0.00%	-
Rentals - General	1,905	1,905	100.00%	1,905
R&M-Vehicles	6,000	12	0.20%	-
Printing and Binding	4,500	940	20.89%	364
Misc-Connection Computer	3,000	2,294	76.47%	-
Billback Expenses Developer	-	(668)	0.00%	39
Office Supplies	1,750	938	53.60%	40
Op Supplies - General	8,900	141	1.58%	91
Total Operation & Maintenance	654,474	138,118	21.10%	40,799
<u>Parks and Recreation - General</u>				
ProfServ-Mgmt Consulting Serv	24,000	6,000	25.00%	2,000
Insurance -Property & Casualty	100,850	70,764	70.17%	23,588
Total Parks and Recreation - General	124,850	76,764	61.48%	25,588
<u>Clubhouse</u>				
Contracts-Misc Labor	5,500	428	7.78%	60
Contracts-Outside Fitness	17,720	2,506	14.14%	875
R&M-Buildings	10,000	916	9.16%	-
R&M-Equipment	3,000	-	0.00%	-
Misc-Special Events	25,000	5,390	21.56%	2,182
Cap Outlay-Machinery and Equip	2,500	-	0.00%	-
Total Clubhouse	63,720	9,240	14.50%	3,117

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
<u>Swimming Pool</u>				
Payroll-Salaries	57,706	18,215	31.57%	6,844
Payroll-Hourly	68,640	6,920	10.08%	3,783
Payroll-Lifeguards	37,000	897	2.42%	-
Payroll-Benefits	29,104	12,126	41.66%	5,637
Payroll-Engineering	51,175	11,039	21.57%	5,109
Payroll-Janitor	6,240	1,681	26.94%	474
Payroll Taxes	13,003	2,185	16.80%	896
ProfServ-Info Technology	2,500	120	4.80%	-
ProfServ-Swim Pool Commiss	3,000	153	5.10%	-
Contracts-Landscape	3,500	-	0.00%	-
Travel and Per Diem	400	47	11.75%	24
Communication - Telephone	4,925	1,294	26.27%	344
Utility - General	55,000	11,387	20.70%	2,768
Utility - Cable TV Billing	1,896	778	41.03%	162
Utility - Refuse Removal	2,050	774	37.76%	244
R&M-Buildings	20,000	1,048	5.24%	41
R&M-Pools	33,000	4,051	12.28%	1,114
R&M-Vehicles	500	-	0.00%	-
Advertising	1,500	330	22.00%	110
Miscellaneous Services	1,500	-	0.00%	-
Misc-Employee Meals	4,585	3,266	71.23%	3,235
Misc-Training	2,500	600	24.00%	600
Misc-Licenses & Permits	2,000	-	0.00%	-
Office Supplies	2,000	511	25.55%	202
Cleaning Supplies	2,250	6	0.27%	-
Office Equipment	1,250	-	0.00%	-
Snack-Bar Expenses	2,500	-	0.00%	-
Op Supplies - Spa & Paper	2,500	109	4.36%	109
Op Supplies - Uniforms	1,500	-	0.00%	-
Op Supplies - Summer Camp	14,000	-	0.00%	-
Subscriptions and Memberships	1,200	-	0.00%	-
Cap Outlay-Machinery and Equip	4,000	19,890	497.25%	19,795
Cap Outlay - Pool Furniture	7,500	-	0.00%	-
Total Swimming Pool	440,424	97,427	22.12%	51,491

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
<u>Tennis Court</u>				
Payroll-Salaries	126,000	23,967	19.02%	8,882
Payroll-Hourly	37,000	8,541	23.08%	2,918
Payroll-Benefits	38,182	8,812	23.08%	2,521
Payroll-Engineering	38,331	8,280	21.60%	3,832
Payroll-Commission	184,500	56,151	30.43%	19,387
Payroll-Janitor	-	-	0.00%	247
Payroll Taxes	26,465	4,535	17.14%	1,885
ProfServ-Administrative	500	-	0.00%	-
ProfServ-Info Technology	1,000	271	27.10%	-
Contracts-Janitorial Services	6,500	1,500	23.08%	500
Communication - Telephone	3,600	440	12.22%	-
Utility - Cable TV Billing	2,903	682	23.49%	243
Electricity - General	13,500	3,575	26.48%	1,228
Utility - Refuse Removal	1,500	520	34.67%	154
Utility - Water & Sewer	1,200	421	35.08%	150
Rental/Lease - Vehicle/Equip	1,700	396	23.29%	132
R&M-General	6,500	948	14.58%	446
R&M-Court Maintenance	10,000	4,045	40.45%	1,690
R&M-Vandalism	500	-	0.00%	-
Printing and Binding	1,000	-	0.00%	-
Advertising	1,500	330	22.00%	110
Misc-Employee Meals	2,200	1,485	67.50%	1,461
Misc-Special Events	1,000	363	36.30%	-
Misc-Training	500	-	0.00%	-
Office Supplies	3,800	401	10.55%	276
Office Equipment	1,000	-	0.00%	-
Teaching Supplies	3,500	764	21.83%	564
Op Supplies - Uniforms	500	-	0.00%	-
COS - Start Up Inventory	8,000	3,562	44.53%	1,388
Subscriptions and Memberships	800	35	4.38%	-
Cap Outlay-Machinery and Equip	38,200	34,688	90.81%	34,688
Total Tennis Court	561,881	164,712	29.31%	82,702
TOTAL EXPENDITURES	4,644,730	1,005,457	21.65%	362,858

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
Excess (deficiency) of revenues				
Over (under) expenditures	-	605,894	0.00%	545,048
Net change in fund balance	\$ -	\$ 605,894	0.00%	\$ 545,048
FUND BALANCE, BEGINNING (OCT 1, 2019)	2,019,402	2,019,402		
FUND BALANCE, ENDING	<u>\$ 2,019,402</u>	<u>\$ 2,625,296</u>		

Notes to the Financial Statements**Assets**

- ▶ Assessments Receivable represents amounts due for delinquent assessments FY2017 through FY2019, (See Assessment Collection Schedule).
- ▶ Allow-Doubtful Collections represents amounts due for delinquent assessments for FY2018, (See Assessment Collection Schedule).
- ▶ Deferred Revenue represents assessments for FY2019 not yet received for Parcel 072420-0493 and smaller unidentified parcel(s).
- ▶ District has one MMA and one T-Bill with General Fund monies which have various maturities. (See Cash & Investments Report for details.)
- ▶ Prepaid Items represents payment for security services and health insurance.

Liabilities

- ▶ Accounts Payable represents invoices received that will be paid in following month.
- ▶ Accrued Expenses represents monthly utilities, contracts, and expenses that will be paid in following month.
- ▶ Deferred Revenue represents assessments for FY2018 not yet received for Parcel 072420-0493.

Fund Balance

- ▶ In the General Fund, the District has assigned Reserves for various assets.

The notes are intended to provide additional information helpful when reviewing the financial statements.

Notes to the Financial Statements

Budget Analysis - Significant Variances

<u>Account Name</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>	<u>Explanation</u>
<u>Administrative</u>				
Insurance-General Liability	\$28,980	\$20,615	71%	Second installment Insurance Policy FY2020-Property
<u>Field</u>				
R&M-Buildings	\$15,000	\$5,422	36%	Software renewal from 11/01-10/31/2020
R&M-Fountain	\$41,000	\$48,112	117%	Village Green Railing replacement instead of repairing.
<u>Landscape Services</u>				
R&M-Buildings	\$5,500	\$5,521	100%	Re-insulate air handler, replace all duct work.
R&M Equipment	\$30,000	\$12,129	40%	Purchase of equipment.
R&M-Mulch	\$79,360	\$51,101	64%	Purchase 6 trailers of mulch and spreading.
<u>Operation & Maintenance</u>				
Misc-Connection Computers	\$3,000	\$2,294	76%	Purchase of Laptop, APC battery backup.
<u>Parks and Recreation-General</u>				
Insurance-Property & Casualty	\$100,850	\$70,764	70%	Second installment Insurance Policy FY2020-Property.
<u>Swimming Pool</u>				
Cap Outlay-Machinery and Equip	\$4,000	\$19,890	497%	Install 2-100 AMP SVC on Market Street and purchase of Les Mills audio & Visual Equipment.

The notes are intended to provide additional information helpful when reviewing the financial statements.

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ -	0.00%	\$ -
Special Assmnts- Tax Collector	51,149	21,174	41.40%	12,753
Special Assmnts- CDD Collected	1,668	1,668	100.00%	834
Special Assmnts- Discounts	(2,046)	(848)	41.45%	(507)
TOTAL REVENUES	50,771	21,994	43.32%	13,080
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	1,023	407	39.78%	245
Total Administration	1,023	407	39.78%	245
TOTAL EXPENDITURES	1,023	407	39.78%	245
Excess (deficiency) of revenues Over (under) expenditures	49,748	21,587	43.39%	12,835
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	49,748	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	49,748	-	0.00%	-
Net change in fund balance	\$ 49,748	\$ 21,587	43.39%	\$ 12,835
FUND BALANCE, BEGINNING (OCT 1, 2019)	42,967	42,967		
FUND BALANCE, ENDING	\$ 92,715	\$ 64,554		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
REVENUES				
Interest - Investments	\$ 250	\$ 1,279	511.60%	\$ 193
Special Assmnts- Tax Collector	1,168,674	483,787	41.40%	291,380
Special Assmnts- Prepayment	-	343,189	0.00%	343,189
Special Assmnts- CDD Collected	38,056	38,056	100.00%	19,028
Special Assmnts- Discounts	(46,747)	(19,371)	41.44%	(11,594)
TOTAL REVENUES	1,160,233	846,940	73.00%	642,196
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	23,373	9,288	39.74%	5,596
Total Administration	23,373	9,288	39.74%	5,596
Debt Service				
Principal Debt Retirement	540,000	25,000	4.63%	-
Interest Expense	540,750	270,375	50.00%	-
Total Debt Service	1,080,750	295,375	27.33%	-
TOTAL EXPENDITURES	1,104,123	304,663	27.59%	5,596
Excess (deficiency) of revenues Over (under) expenditures	56,110	542,277	0.00%	636,600
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	56,110	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	56,110	-	0.00%	-
Net change in fund balance	\$ 56,110	\$ 542,277	0.00%	\$ 636,600
FUND BALANCE, BEGINNING (OCT 1, 2019)	437,804	437,804		
FUND BALANCE, ENDING	\$ 493,914	\$ 980,081		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
REVENUES				
Interest - Investments	\$ 600	\$ 2,351	391.83%	\$ 526
Special Assmnts- Tax Collector	1,026,794	423,068	41.20%	254,810
Special Assmnts- Prepayment	-	9,693	0.00%	-
Special Assmnts- Discounts	(41,072)	(16,940)	41.24%	(10,139)
TOTAL REVENUES	986,322	418,172	42.40%	245,197
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	20,536	8,123	39.55%	4,893
Total Administration	20,536	8,123	39.55%	4,893
Debt Service				
Principal Debt Retirement	520,000	45,000	8.65%	-
Interest Expense	452,700	226,350	50.00%	-
Total Debt Service	972,700	271,350	27.90%	-
TOTAL EXPENDITURES	993,236	279,473	28.14%	4,893
Excess (deficiency) of revenues				
Over (under) expenditures	(6,914)	138,699	0.00%	240,304
OTHER FINANCING SOURCES (USES)				
Operating Transfers-Out	-	(1,577)	0.00%	(464)
Contribution to (Use of) Fund Balance	(6,914)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(6,914)	(1,577)	22.81%	(464)
Net change in fund balance	\$ (6,914)	\$ 137,122	0.00%	\$ 239,840
FUND BALANCE, BEGINNING (OCT 1, 2019)	835,393	835,393		
FUND BALANCE, ENDING	\$ 828,479	\$ 972,515		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
REVENUES				
Interest - Investments	\$ 400	\$ 296	74.00%	\$ 52
Special Assmnts- Tax Collector	65,650	26,758	40.76%	16,116
Special Assmnts- Discounts	(2,626)	(1,071)	40.78%	(641)
TOTAL REVENUES	63,424	25,983	40.97%	15,527
EXPENDITURES				
<u>Administration</u>				
Misc-Assessmnt Collection Cost	1,313	514	39.15%	310
Total Administration	1,313	514	39.15%	310
<u>Debt Service</u>				
Principal Debt Retirement	10,000	15,000	150.00%	-
Interest Expense	48,032	24,016	50.00%	-
Total Debt Service	58,032	39,016	67.23%	-
TOTAL EXPENDITURES	59,345	39,530	66.61%	310
Excess (deficiency) of revenues Over (under) expenditures	4,079	(13,547)	0.00%	15,217
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	4,079	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	4,079	-	0.00%	-
Net change in fund balance	\$ 4,079	\$ (13,547)	0.00%	\$ 15,217
FUND BALANCE, BEGINNING (OCT 1, 2019)	80,534	80,534		
FUND BALANCE, ENDING	\$ 84,613	\$ 66,987		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-19 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 2	0.00%	\$ 2
TOTAL REVENUES	-	2	0.00%	2
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	0.00%	-
Excess (deficiency) of revenues Over (under) expenditures	-	2	0.00%	2
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	1,577	0.00%	464
TOTAL FINANCING SOURCES (USES)	-	1,577	0.00%	464
Net change in fund balance	\$ -	\$ 1,579	0.00%	\$ 466
FUND BALANCE, BEGINNING (OCT 1, 2019)	-	721		
FUND BALANCE, ENDING	\$ -	\$ 2,300		

MARSHALL CREEK
Community Development District

Supporting Schedules

December 31, 2019

**Non-Ad Valorem Special Assessments - St Johns County Tax Collector
(Monthly Assessment Collection Distributions)
For the Fiscal Year Ending September 30, 2020**

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount	Allocation by Funds		
					General Fund	2002 Area Capital Reserves Fund	Debt Service (1) Funds
Assessments Levied FY 2020				\$ 5,783,878	\$ 3,477,421	\$ 51,149	\$ 2,255,308
Allocation%				100%	60%	1%	39%
11/20/19	336,553	14,309	6,868	357,730	215,077	3,164	139,490
11/26/19	5,284	225	108	5,616	3,377	50	2,190
11/26/19	41,107	2,162	839	44,108	26,519	390	17,199
11/26/19	512,532	21,792	10,460	544,783	327,538	4,818	212,427
12/18/19	612,715	26,051	12,504	651,270	391,561	5,759	253,950
12/20/19	744,283	31,330	15,189	790,802	475,451	6,993	308,357
					-	-	-
TOTAL	\$ 2,252,473	\$ 95,868	\$ 45,969	\$ 2,394,310	\$ 1,439,523	\$ 21,174	\$ 933,613

TOTAL OUTSTANDING	\$ 3,389,569	\$ 2,037,898	\$ 29,975	\$ 1,321,695
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% COLLECTED TO DATE	41.40%	41.40%	41.40%	41.40%
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(1) Debt Services Funds - Series 2002 and 2015A and 2016.

Prior Year Delinquent Assessments

Tax Year/FY	Outstanding Parcel	Total Amount	General Fund	Cap Reserve 004	Debt Service
2018/2019	072420-0493	66,468	15,290	2,149	49,030
2018/2019	Unidentified Parcel	2,824	2,174	-	650
2016/2017	072420-0493	76,098	24,920	0	51,178
2017/2018	072420-0493	66,985	15,806	2,149	49,030
	Total O/S	\$ 212,375	\$ 58,190	\$ 4,297	\$ 149,887

Non-Ad Valorem Special Assessments - District Collected
(Monthly Assessment Collection Distributions)
For the Fiscal Year Ending September 30, 2020

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount	Allocation by Funds		
					General Fund	2002 Area Capital Reserves Fund	Series 2002 Debt Service Fund
District Collected Assessments FY 2020				\$ 53,172	\$ 13,448	\$ 1,668	\$ 38,056
Allocation%				100%	25%	3%	72%
10/18/2018 (1)	1,999			1,999	1,999	-	-
11/26/19	19,983			19,983	121	834	19,028
12/20/19	20,982			20,982	11,207	\$ 834	\$ 19,028
TOTAL	\$ 42,964	\$ -	\$ -	\$ 42,964	\$ 13,327	\$ 1,668	\$ 38,056
% COLLECTED TO DATE				81%	99%	100%	100%

(1) District collected for October and November

Construction Report
Series 2015A Bonds

Recap of Capital Project Fund Activity Through December 31, 2019

	<u>Amount</u>
Source of Funds:	
Opening Balance in Construction Account	\$ 1,508,037
Opening Balance in Cost of Issuance account	159,750
Interest Earned	
Construction Account	\$ 7,780
Cost of Issuance Account	4
Reserve Account (transferred)	3,752
	<u>\$ 11,537</u>
Total Source of Funds:	<u>\$ 1,679,324</u>
Use of Funds:	
Disbursements:	
Cost of Issuance	\$ 157,875
Stormwater System	-
General Infrastructure-Roadway Renewal and Reconstruction	102,239
Swim/Fitness Facility	71,278
Tennis Center	158,374
Landscape Maintenance Storage Building	1,187,258
Tolomato Boardwalk Golf Cart Parking	-
Retainage	-
Total Use of Funds:	<u>\$ 1,677,024</u>
Net Available Amount to Spend in Construction Account at December 31, 2019	<u>\$ 2,300</u>

Cash and Investment Report

December 31, 2019

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND					
Checking Account - Operating	BB&T	Checking Account	n/a	0.00%	\$1,956,904
BB&T MMA	BB&T	Money Market	n/a	1.42%	\$617,823
Capital Markets	BB&T	Goldman Sachs MMA		2.08%	\$1,300,000 (1)
				Subtotal	<u>\$3,874,727</u>
DEBT SERVICE FUNDS					
Series 2002 Prepayment Fund	US Bank	Government Obligation Fund	n/a	1.21	\$24 (2)
Series 2002 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.21	\$203,419 (2)
Series 2002 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.21	\$1 (2)
Series 2015A Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.21	\$9,747 (2)
Series 2015A Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.21	\$483,938 (2)
Series 2015A Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.21	\$59,428 (2)
Series 2016 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.21	\$20 (2)
Series 2016 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.21	\$31,330 (2)
Series 2016 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.21	\$9,848 (2)
Series 2015A Acquisition and Construction	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.21	\$2,300 (2)
				Subtotal	<u>\$800,055</u>
				Total	<u>\$4,674,781</u>

(1) Investment in T-Bills, \$ 1.75 million is invested on 12/05/19.

(2) Commercial paper yield is stated in basis points and changes frequently.

Payroll Invoice Approval Listing

December 31, 2019

Week	Date	Amount
Week # 49	12/01/19	\$58,367.08
Week # 51	12/15/19	\$68,554.37
Total		\$126,921.45

Statistical Summary

Company:49Z - Marshal Creek Cor Service Center:0030 SEMA Status:Under Review
 Week#:49 Pay Date:12/06/2019 P/E Date:12/01/2019
 Qtr/Year:4/2019 Run Time/Date:15:28:59 PM EST 12/02/2019

Taxes Debited	Federal Income Tax	3,960.59			
	Earned Income Credit Advances	0.00			
	Social Security - EE	3,364.54			
	Social Security - ER	3,364.49			
	Social Security Adj - EE	0.00			
	Medicare - EE	786.86			
	Medicare - ER	786.86			
	Medicare Adj - EE	0.00			
	Medicare Surtax - EE	0.00			
	Medicare Surtax Adj - EE	0.00			
	COBRA Premium Assistance Payments	0.00			
	Federal Unemployment Tax	0.00			
	State Income Tax	0.00			
	Non Resident State Income Tax	0.00			
	State Unemployment Insurance - EE	0.00			
	State Unemployment Insurance Adj - EE	0.00			
	State Disability Insurance - EE	0.00			
	State Disability Insurance Adj - EE	0.00			
	State Unemployment/Disability Ins - ER	0.00			
	State Family Leave Insurance - EE	0.00			
	State Family Leave Insurance - ER	0.00			
	State Medical Leave Insurance - EE	0.00			
	State Medical Leave Insurance - ER	0.00			
	Transit Tax - EE	0.00			
	Workers' Benefit Fund Assessment - EE	0.00			
	Workers' Benefit Fund Assessment - ER	0.00			
	Local Income Tax	0.00			
	School District Tax	0.00			
		Total Taxes Debited	12,263.34		
	Other Transfers	ADP Check Acct. No.0000241662195Tran/ABA263191387	11,449.41		
Full Service Direct Deposit Acct. No.0000241662195Tran/ABA263191387		34,654.33			
Total Amount Debited From Your Account			58,367.08	Total Liability	
Bank Debits & Other Liability	Adjustments/Prepay/Voids	0.00		58,367.08	
Taxes- Your Responsibility	None this payroll			58,367.08	
				58,367.08	

X. Udojio
12/06/19

Statistical Summary

Company: 49Z - Marshal Creek Cor Service Center: 0030 SEMA
 Week#: 51 Pay Date: 12/20/2019
 Qtr/Year: 4/2019 Run Time/Date: 17:54:46 PM EST 12/16/2019

Status: Under Review
 P/E Date: 12/15/2019

Taxes Debited	Federal Income Tax	4,726.21	
	Earned Income Credit Advances	0.00	
	Social Security - EE	3,951.16	
	Social Security - EF	3,951.21	
	Social Security Adj - EE	0.00	
	Medicare - EE	924.09	
	Medicare - ER	924.07	
	Medicare Adj - EE	0.00	
	Medicare Surtax - EE	0.00	
	Medicare Surtax Adj - EE	0.00	
	COBRA Premium / Assistance Payments	0.00	
	Federal Unemployment Tax	0.00	
	State Income Tax	0.00	
	Non Resident State Income Tax	0.00	
	State Unemployment Insurance - EE	0.00	
	State Unemployment Insurance Adj - EE	0.00	
	State Disability Insurance - EE	0.00	
	State Disability Insurance Adj - EE	0.00	
	State Unemployment/Disability Ins - ER	0.00	
	State Family Leave Insurance - EE	0.00	
	State Family Leave Insurance - ER	0.00	
	State Medical Leave Insurance - EE	0.00	
	State Medical Leave Insurance - ER	0.00	
	Transit Tax - EE	0.00	
	Workers' Benefit Fund Assessment - EE	0.00	
	Workers' Benefit Fund Assessment - ER	0.00	
	Local Income Tax	0.00	
	School District Tax	0.00	
Total Taxes Debited	14,476.74		
Other Transfers	ADP Check Acct. No. 0000241662195Tran/ABA263191387	15,208.16	
	Full Service Direct Deposit Acct. No. 0000241662195Tran/ABA263191387	38,869.47	
Total Amount Debited From Your Account		68,554.37	
Bank Debits & Other Liability	Adjustments/Prep/Voids	0.00	
Taxes- Your Responsibility	None this payroll		68,554.37

K. D. Wells
 12/19/19

Marshall Creek CDD

Bank Reconciliation

Bank Account No. 2195 BB&T - GF NEW
Statement No. 12-19
Statement Date 12/31/2019

G/L Balance (LCY)	1,956,903.70	Statement Balance	2,005,192.44
G/L Balance	1,956,903.70	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	2,005,192.44
Subtotal	1,956,903.70	Outstanding Checks	48,288.74
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	1,956,903.70	Ending Balance	1,956,903.70
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
4/9/2019	Payment	11972	VILLAGE KEY & ALARM, INC.	98.75	0.00	98.75
7/8/2019	Payment	12580	ST. AUGUSTINE POWER HOUSE	255.98	0.00	255.98
8/30/2019	Payment	12907	INTERSTATE BATTERIES	85.95	0.00	85.95
9/16/2019	Payment	12997	MADELIN LEPRI	70.00	0.00	70.00
10/2/2019	Payment	13095	PARTRIDGE WELL DRILLING CO., I	106.52	0.00	106.52
10/17/2019	Payment	13139	DOWNEY'S JANITORIAL SUPPLIES	93.80	0.00	93.80
10/17/2019	Payment	13150	LYNDSIE CURTISS	105.00	0.00	105.00
10/23/2019	Payment	13201	OLD CITY IRON WORKS	10,000.00	0.00	10,000.00
10/25/2019	Payment	13235	MARY ROBINSON	255.00	0.00	255.00
10/25/2019	Payment	13237	OLD CITY IRON WORKS	10,000.00	0.00	10,000.00
11/4/2019	Payment	13300	JOANNE L CATOGGIO	140.00	0.00	140.00
11/12/2019	Payment	13340	REBECCA STEPHENSON	70.00	0.00	70.00
11/12/2019	Payment	13354	NOELANI TAYLOR	35.00	0.00	35.00
11/25/2019	Payment	13412	CATHERINE NOELANI TAYLOR	70.00	0.00	70.00
11/25/2019	Payment	13418	JOSIE LYNN CARLETON	70.00	0.00	70.00
11/25/2019	Payment	13423	MIRANDA G BULGER	280.00	0.00	280.00
11/25/2019	Payment	13424	MONICA FOURMAN	210.00	0.00	210.00
12/10/2019	Payment	13503	KRISTY SIEBERT	70.00	0.00	70.00
12/10/2019	Payment	13511	REBECCA STEPHENSON	35.00	0.00	35.00
12/10/2019	Payment	13513	RONALD C. CULLUM	35.00	0.00	35.00
12/10/2019	Payment	13534	MONICA FOURMAN	105.00	0.00	105.00
12/10/2019	Payment	13536	NOELANI TAYLOR	35.00	0.00	35.00
12/19/2019	Payment	13541	AT&T	200.62	0.00	200.62
12/19/2019	Payment	13545	GALINA BOLES	906.75	0.00	906.75
12/19/2019	Payment	13547	L. WERNINCK & SONS, INC.	673.90	0.00	673.90
12/19/2019	Payment	13548	MICKLER, SIDNEY	280.00	0.00	280.00
12/19/2019	Payment	13549	SAMUEL HALL	175.00	0.00	175.00
12/20/2019	Payment	13552	TAYLOR SIGN & DESIGN, IMC	2,238.00	0.00	2,238.00
12/23/2019	Payment	13555	BEEMER & ASSOCIATES XXVII, LLC	1,905.00	0.00	1,905.00
12/23/2019	Payment	13557	CATHERINE NOELANI TAYLOR	35.00	0.00	35.00
12/23/2019	Payment	13558	CHAD EUGENE HALLMAN	245.00	0.00	245.00
12/23/2019	Payment	13561	ELIANA N ROQUE	140.00	0.00	140.00
12/23/2019	Payment	13562	ERIN GUNIA	23.65	0.00	23.65
12/23/2019	Payment	13563	EVANS, THOMAS	105.00	0.00	105.00
12/23/2019	Payment	13566	GABE BAGBY	420.00	0.00	420.00

Marshall Creek CDD

Bank Reconciliation

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
12/23/2019	Payment	13567	GALINA BOLES	507.75	0.00	507.75
12/23/2019	Payment	13568	GARY PERNA	560.00	0.00	560.00
12/23/2019	Payment	13569	GLENDA MALEWICKI	70.00	0.00	70.00
12/23/2019	Payment	13572	HSBC BUS SOLUTIONS- COSTCO	473.66	0.00	473.66
12/23/2019	Payment	13574	JERMAINE SOLOMON	564.50	0.00	564.50
12/23/2019	Payment	13575	JOSIE LYNN CARLETON	70.00	0.00	70.00
12/23/2019	Payment	13576	KRISTY SIEBERT	70.00	0.00	70.00
12/23/2019	Payment	13577	L. WERNINCK & SONS, INC.	86.80	0.00	86.80
12/23/2019	Payment	13579	LAURA CORREA	140.00	0.00	140.00
12/23/2019	Payment	13580	MADELIN LEPRI	70.00	0.00	70.00
12/23/2019	Payment	13582	MICHAEL KYPRISS	3,595.50	0.00	3,595.50
12/23/2019	Payment	13583	MIRANDA G BULGER	280.00	0.00	280.00
12/23/2019	Payment	13584	MONICA FOURMAN	210.00	0.00	210.00
12/23/2019	Payment	13586	PAUL MASTERS	60.00	0.00	60.00
12/23/2019	Payment	13587	PROSSER	1,317.87	0.00	1,317.87
12/23/2019	Payment	13589	REBECCA STEPHENSON	70.00	0.00	70.00
12/23/2019	Payment	13590	REPUBLIC SERVICES OF FL, L.P	109.28	0.00	109.28
12/23/2019	Payment	13591	RONALD C. CULLUM	70.00	0.00	70.00
12/23/2019	Payment	13595	SUPREME AUDIO INC	9,044.99	0.00	9,044.99
12/23/2019	Payment	13596	TURNER ACE ST. AUGUSTINE, INC	174.06	0.00	174.06
12/23/2019	Payment	13600	VINELLE MILLER	45.00	0.00	45.00
12/23/2019	Payment	13603	ZUZANA PADUANO	223.65	0.00	223.65
12/27/2019	Payment	13605	ST. AUGUSTINE RECORD	85.27	0.00	85.27
12/31/2019	Payment	13606	FEDEX	109.54	0.00	109.54
12/31/2019	Payment	13607	GRAINGER	148.75	0.00	148.75
12/31/2019	Payment	13608	WELCH TENNIS COURTS, INC.	558.20	0.00	558.20
Total Outstanding Checks.....				48,288.74		48,288.74

MARSHALL CREEK
Community Development District

Check Register

December 1 - 31, 2019

**MARSHALL CREEK
Community Development District**

**Payment Register by Fund
For the Period from 12/1/2019 to 12/31/2019
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	13431	12/02/19	ALAN MATTHEW DANIELS	AD11192019	SECURITY FOR W/E 11/09/19	w/e 11/09/2019	534099-52901	\$140.00
001	13432	12/02/19	BUILDERS STAINLESS INC	19097	BUCKET OF STAR SCREWS, HEX HEAD TAPCONS	bucket of star screws, hex head tapcon	546009-53901	\$208.65
001	13433	12/02/19	CARRIER CORPORATION	8002717245	PROBLEM W/THERMOSTAT	R&M-Buildings	546012-57202	\$585.00
001	13434	12/02/19	CHAD EUGENE HALLMAN	CH11192019	SECURITY W/E 11/16/19	w/e 11/16/2019	534099-52901	\$140.00
001	13435	12/02/19	CINTAS CORP	8404391165	STOCK CABINET	Office Supplies	551002-57205	\$96.68
001	13436	12/02/19	COMCAST	91515647	ACCT# 963185024 11/15-12/14/19	11/15/19-12/14/19	541003-53902	\$274.90
001	13436	12/02/19	COMCAST	91529545	ACCT# 963179979 11/15-12/14/19	11/15/19-12/14/19	541003-57205	\$130.14
001	13436	12/02/19	COMCAST	91529545	ACCT# 963179979 11/15-12/14/19	11/15/19-12/14/19	541003-57206	\$219.98
001	13436	12/02/19	COMCAST	91529545	ACCT# 963179979 11/15-12/14/19	11/15/19-12/14/19	541003-52901	\$197.32
001	13436	12/02/19	COMCAST	91529545	ACCT# 963179979 11/15-12/14/19	11/15/19-12/14/19	549921-53901	\$194.09
001	13437	12/02/19	FEDEX	6-843-03432	SERVICE FOR 11/8-11/13/19	Postage and Freight	541006-51301	\$107.02
001	13438	12/02/19	FIRSTSERVICE RESIDENTIAL	10593071	ONSITE STAFF FEE 10/26-11/08/19	ProfServ-Field Management	531016-53910	\$7,446.80
001	13450	12/02/19	LWT SPECIALTY TIRE LLC	5992	TIRES	R&M-Equipment	546022-53902	\$1,750.00
001	13450	12/02/19	LWT SPECIALTY TIRE LLC	5992	TIRES	R&M-Court Maintenance	546017-57205	\$200.00
001	13451	12/02/19	MICHAEL KYPRISS	112519	TENNIS LESSONS W/E 11/24/19	w/e 11/24/2019	512040-57206	\$555.75
001	13452	12/02/19	MUNICIPAL CAPITAL CORP	9000111119	CONTRACT PMT# 34 OF 36	34 of 36	564001-53902	\$1,613.39
001	13453	12/02/19	PUBLIX SUPER MARKETS, INC.	1745580985	COFFEE	Office Supplies	551002-53910	\$54.15
001	13453	12/02/19	PUBLIX SUPER MARKETS, INC.	1735738929	HAND SOAP	Cleaning Supplies	551003-57205	\$5.96
001	13454	12/02/19	ROMULO PINE STRAW, INC	112119	1 TRAILER OF PINE STRAW & INSTALL	R&M-Mulch	546059-53902	\$6,375.60
001	13455	12/02/19	SANFORD & SON AUTO PARTS INC	620068	BEARING, BRAKE	R&M-Equipment	546022-53902	\$22.18
001	13455	12/02/19	SANFORD & SON AUTO PARTS INC	612404	1 QT PRE-MIX	Op Supplies - Fuel, Oil	552030-53902	\$7.49
001	13456	12/02/19	ST. AUGUSTINE POWER HOUSE	194018	SCAG BLADE	R&M-Equipment	546022-53902	\$116.91
001	13457	12/02/19	ST. AUGUSTINE RECORD	0003233163-01	NOTICE OF MEETING 11/13/19	Legal Advertising	548002-51301	\$89.75
001	13457	12/02/19	ST. AUGUSTINE RECORD	0003233021-01	NOTICE OF INFORMATION 11/12/19	Legal Advertising	548002-51301	\$31.42
001	13458	12/02/19	ST. JOHNS COUNTY UTILITY DEPT.	111919-133660	ACCT# 514213-133660 10/19-11/19/19	11/19/19-12/18/19	543021-53902	\$170.62
001	13458	12/02/19	ST. JOHNS COUNTY UTILITY DEPT.	111919-104785	ACCT# 514213-104785 10/19-11/18/19	11/19/19-12/18/19	543001-57205	\$485.17
001	13458	12/02/19	ST. JOHNS COUNTY UTILITY DEPT.	111919-114653	ACCT# 514211-114653 10/19-11/19/19	11/19/19-12/18/19	543021-53903	\$564.68
001	13458	12/02/19	ST. JOHNS COUNTY UTILITY DEPT.	111919-128261	ACCT# 532033-126261 10/19-11/19/19	11/19/19-12/18/19	543004-52901	\$30.75
001	13458	12/02/19	ST. JOHNS COUNTY UTILITY DEPT.	111919-114659	ACCT# 514215-114659 10/19-11/18/19	11/19/19-12/18/19	543001-57205	\$762.80
001	13458	12/02/19	ST. JOHNS COUNTY UTILITY DEPT.	111919-101723	ACCT# 514213-101723 10/19-11/19/19	11/19/19-12/18/19	546034-52901	\$30.73
001	13458	12/02/19	ST. JOHNS COUNTY UTILITY DEPT.	111919-121119	ACCT# 514214-121119 10/19-11/18/19	11/19/19-12/18/19	512010-57206	\$150.99
001	13459	12/02/19	SUN LIFE FINANCIAL	111219-6864	BILLING PERIOD 12/1-12/31/19	12/01/2019-12/31/2019	512010-53902	\$374.70
001	13459	12/02/19	SUN LIFE FINANCIAL	111219-6864	BILLING PERIOD 12/1-12/31/19	12/01/2019-12/31/2019	512010-57205	\$234.96
001	13459	12/02/19	SUN LIFE FINANCIAL	111219-6864	BILLING PERIOD 12/1-12/31/19	12/01/2019-12/31/2019	512010-57206	\$154.59
001	13459	12/02/19	SUN LIFE FINANCIAL	111219-6864	BILLING PERIOD 12/1-12/31/19	12/01/2019-12/31/2019	512010-52901	\$70.18
001	13459	12/02/19	SUN LIFE FINANCIAL	111219-6864	BILLING PERIOD 12/1-12/31/19	12/01/2019-12/31/2019	512010-53901	\$56.14
001	13460	12/02/19	TURNER ACE ST. AUGUSTINE, INC	5629/3	EXTENSION CORDS FOR XMAS TREE	extension cords for Xmas tree	563023-53902	\$34.28
001	13460	12/02/19	TURNER ACE ST. AUGUSTINE, INC	5616/3	RTN-WREATH HANGER, SCREW/NUT DRVR SQR	R&M-General	546001-57206	\$5.81
001	13461	12/02/19	TURNER PEST CONTROL LLC	6207046	11/19 MONTHLY PEST CONTROL	November	546034-52901	\$46.00
001	13461	12/02/19	TURNER PEST CONTROL LLC	6207046	11/19 MONTHLY PEST CONTROL	November	546001-57206	\$23.00
001	13461	12/02/19	TURNER PEST CONTROL LLC	6207046	11/19 MONTHLY PEST CONTROL	November	534025-57202	\$106.00
001	13462	12/02/19	UNITED HEALTHCARE SERVICES, INC	064934769881	COVERAGE PERIOD FOR 12/1-12/31/19	12/1/19-12/31/19	512010-53902	\$4,278.88
001	13462	12/02/19	UNITED HEALTHCARE SERVICES, INC	064934769881	COVERAGE PERIOD FOR 12/1-12/31/19	12/1/19-12/31/19	512010-57205	\$3,010.64
001	13462	12/02/19	UNITED HEALTHCARE SERVICES, INC	064934769881	COVERAGE PERIOD FOR 12/1-12/31/19	12/1/19-12/31/19	512010-57206	\$1,793.03
001	13462	12/02/19	UNITED HEALTHCARE SERVICES, INC	064934769881	COVERAGE PERIOD FOR 12/1-12/31/19	12/1/19-12/31/19	512010-52901	\$547.66
001	13462	12/02/19	UNITED HEALTHCARE SERVICES, INC	064934769881	COVERAGE PERIOD FOR 12/1-12/31/19	12/1/19-12/31/19	512010-53901	\$438.13
001	13463	12/02/19	WESCO TURF SUPPLY INC.	40922652-1	ORIGINAL INVOICE SHORT PAID	R&M-Equipment	546022-53902	\$16.24
001	13463	12/02/19	WESCO TURF SUPPLY INC.	40922448-1	ORIGINAL INVOICE WAS SHORT PAID	original invoice short paid	546022-53902	\$5.39
001	13463	12/02/19	WESCO TURF SUPPLY INC.	033208SC	OVERDUE INVOICES	Op Supplies - General	552001-53902	\$23.98
001	13464	12/02/19	ZENITH INSURANCE COMPANY	FP071669608010	BILLING PERIOD 9/16-9/26/19	9/16/18-9/26/19 Audit	512010-53902	\$719.97
001	13464	12/02/19	ZENITH INSURANCE COMPANY	FP071669608010	BILLING PERIOD 9/16-9/26/19	9/16/18-9/26/19 Audit	512010-57205	\$941.16
001	13464	12/02/19	ZENITH INSURANCE COMPANY	FP071669608010	BILLING PERIOD 9/16-9/26/19	9/16/18-9/26/19 Audit	512010-57206	\$254.96
001	13464	12/02/19	ZENITH INSURANCE COMPANY	FP071669608010	BILLING PERIOD 9/16-9/26/19	9/16/18-9/26/19 Audit	512010-52901	\$58.84
001	13464	12/02/19	ZENITH INSURANCE COMPANY	FP071669608010	BILLING PERIOD 9/16-9/26/19	9/16/18-9/26/19 Audit	512010-53901	\$47.07
001	13465	12/02/19	FLORIDA JANITOR & PAPER SUPPLY	320767	FLOOR SCRUBBER	Cap Outlay-Machinery and Equip	546001-53901	\$5,148.71
001	13466	12/02/19	FOSTER & COMPANY INC	119862	COIL BLAST	R&M-Buildings	546012-57202	\$114.68
001	13467	12/02/19	GABE BAGBY	GB11192019	SECURITY W/E 11/16/19	w/e 11/16/19	534099-52901	\$140.00
001	13468	12/02/19	GALINA BOLES	112519	TENNIS LESSONS W/E 11/24/19	w/e 11/24/2019	512040-57206	\$646.50
001	13469	12/02/19	GARY PERNA	GP11192019	SECURITY W/E 11/16/19	w/e 11/16/19	534099-52901	\$175.00
001	13470	12/02/19	GLENDA MALEWICKI	111819	SENIOR YOGA W/E 11/17/19	w/e 11/17/2019	534111-57202	\$35.00
001	13471	12/02/19	HOME DEPOT CREDIT SERVICES	5114251	WREATHS FOR MONUMENTS	R&M-Signage	546085-53901	\$279.28
001	13472	12/02/19	INFRAMARK, LLC	46493	MANAGEMENT FEES NOV 2019	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,225.00
001	13472	12/02/19	INFRAMARK, LLC	46493	MANAGEMENT FEES NOV 2019	ProfServ-Mgmt Consulting Serv	531027-57201	\$2,000.00
001	13472	12/02/19	INFRAMARK, LLC	46493	MANAGEMENT FEES NOV 2019	Postage and Freight	541006-51301	\$51.00
001	13472	12/02/19	INFRAMARK, LLC	46493	MANAGEMENT FEES NOV 2019	Printing and Binding	547001-51301	\$238.80
001	13472	12/02/19	INFRAMARK, LLC	46493	MANAGEMENT FEES NOV 2019	Office Supplies	551002-51301	\$44.00
001	13473	12/02/19	INTERSTATE BATTERIES	127222	BATTERIES	R&M-Equipment	546022-53902	\$1,157.03
001	13474	12/02/19	JACKSONVILLE CARRIAGE COMPANY LLC	112119	12/6/19 HOLIDAY EVENT	Misc-Special Events	549052-57202	\$2,100.00
001	13475	12/02/19	JACOB MANNING	JM11192019	SECURITY W/E 11/16/19	w/e 11/16/2019	534099-52901	\$140.00
001	13476	12/04/19	BOATWRIGHT LAND SURVEYORS, INC	2019-1334	GAUGE ELEVATION	R&M-Pump Station	546075-53902	\$375.00
001	13477	12/04/19	CHAD EUGENE HALLMAN	CH11262019	SECURITY WEEK OF 11/23/19	w/e 11/23/2019	534099-52901	\$105.00
001	13478	12/04/19	EVANS, THOMAS	TE11262019	SECURITY W/E 11/23/19	w/e 11/23/2019	534099-52901	\$105.00
001	13479	12/04/19	GARY PERNA	GP11262019	SECURITY W/E 11/23/19	w/e 11/23/19	534099-52901	\$630.00
001	13480	12/04/19	HOPPING, GREEN & SAMS	111445	MONTHLY MEETING OCT 2019	ProfServ-Legal Services	531023-51401	\$1,593.41
001	13480	12/04/19	HOPPING, GREEN & SAMS	111444	GENERAL COUNSEL OCT 2019	ProfServ-Legal Services	531023-51401	\$1,877.50
001	13481	12/04/19	NEUVENTURE OF JACKSONVILLE, INC	180647	JANITORIAL SERVICE 12/19	December 2019	534026-57206	\$500.00
001	13482	12/04/19	POOLSURE	131295590000	12/19 WATER MANAGEMENT	December	546074-57205	\$1,114.29
001	13483	12/04/19	PRINTING & PROMOTIONAL PARTNERS	507942	NAME BADGE	A Mancuso	551002-57205	\$24.00
001	13483	12/04/19	PRINTING & PROMOTIONAL PARTNERS	507942	NAME BADGE	Board	551002-53910	\$60.00
001	13484	12/04/19	UNUM LIFE INSURANCE	E0383430-NOV	COVERAGE PERIOD 11/1-11/30/19	Payroll-Benefits	512010-53902	\$200.32
001	13484	12/04/19	UNUM LIFE INSURANCE	E0383430-NOV	COVERAGE PERIOD 11/1-11/30/19	Payroll-Benefits	512010-57205	\$114.44
001	13484	12/04/19	UNUM LIFE INSURANCE	E0383430-NOV	COVERAGE PERIOD 11/1-11/30/19	Payroll-Benefits	512010-57206	\$74.01
001	13484	12/04/19	UNUM LIFE INSURANCE	E0383430-NOV	COVERAGE PERIOD 11/1-11/30/19	Payroll-Benefits	512010-52901	\$24.91
001	13484	12/04/19	UNUM LIFE INSURANCE	E0383430-NOV	COVERAGE PERIOD 11/1-11/30/19	Payroll-Benefits	512010-53901	\$19.93
001	13485	12/09/19	FEDEX	6-849-27510	SERVICE FOR 11/14-11/19/19	Postage and Freight	541006-51301	\$49.80
001	13486	12/10/19	ADKINS ELECTRIC INC	G20643-01	INSTALL 2-100 AMP SVC ON MARKET ST	Install 2-100 amp svc on Market St.	564001-57205	\$10,750.00
001	13486	12/10/19	ADKINS ELECTRIC INC	G20645-01	GENERATOR CONNECTION TO NS OF MARKET ST	Misc-Special Events	549052-57202	\$1,200.00
001	13487	12/10/19	AFLAC	545196	BILLING PERIOD 11/19	November	512010-53902	\$56.76
001	13487	12/10/19	AFLAC	545196	BILLING PERIOD 11/19	November	512010-57205	\$71.26
001	13487	12/10/19	AFLAC	545196	BILLING PERIOD 11/19	November	512010-57206	\$99.96

**MARSHALL CREEK
Community Development District**

**Payment Register by Fund
For the Period from 12/1/2019 to 12/31/2019
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	13488	12/10/19	CANON SOLUTIONS AMERICA, INC	4031102615	COPIER 10/22-11/21/19	10/22/19-11/21/19	552001-53902	\$35.54
001	13489	12/10/19	CHAD EUGENE HALLMAN	CH12042019	SECURITY W/E 11/30/19	w/e 11/30/19	534099-52901	\$140.00
001	13490	12/10/19	CLEAR WATERS INC.	101463	TREAT LAKES	R&M-Lake	546042-53903	\$4,290.00
001	13491	12/10/19	DEBOW'S APPLIANCE SERVICE	120519	ICE MACHINE RENTAL 12/19	December	544003-57206	\$132.08
001	13492	12/10/19	ELIANA N ROQUE	CREEK-120219	SENIOR STRENGTH W/E 12/1/19	Sr Strength-w/e 12/01/19	534111-57202	\$70.00
001	13493	12/10/19	FIRSTSERVICE RESIDENTIAL	10596629	BASE MANAGEMENT FEE DEC 2019	ProfServ-Field Management	531016-53910	\$5,417.00
001	13493	12/10/19	FIRSTSERVICE RESIDENTIAL	10598740	ON SITE STAFF FEE 11/09-11/22/19	ProfServ-Field Management	531016-53910	\$7,446.80
001	13494	12/10/19	GABE BAGBY	GB12042019	SECURITY FOR W/E 11/30/19	w/e 11/30/19	534099-52901	\$175.00
001	13495	12/10/19	GALINA BOLES	CREEK-120219	TENNIS LESSONS W/E 12/1/19	w/e 12/01/19	512040-57206	\$400.50
001	13496	12/10/19	GARY PERNA	GP12042019	SECURITY W/E 11/30/19	w/e 11/30/19	534099-52901	\$140.00
001	13497	12/10/19	GLENDA MALEWICKI	CREEK-120219	SENIOR YOGA W/E 12/1/19	Sr Yoga- w/e 12/01/2019	534111-57202	\$105.00
001	13498	12/10/19	GOLF CARTS OF ST. AUGUSTINE	6330	RED HAWK CC CHARGER	Red Hawk CC Charger	546017-57206	\$492.70
001	13498	12/10/19	GOLF CARTS OF ST. AUGUSTINE	3823	TESTED CHARGER AND BATTERIES	R&M-Court Maintenance	546017-57206	\$60.00
001	13499	12/10/19	HEAD PENN/ RACQUET SPORTS	5193035925	TEACHING BALLS, PRO PENN MARATHON	Teaching balls	551009-57206	\$564.48
001	13499	12/10/19	HEAD PENN/ RACQUET SPORTS	5193035925	TEACHING BALLS, PRO PENN MARATHON	Pro Penn Marathon	552143-57206	\$262.08
001	13500	12/10/19	HOME DEPOT CREDIT SERVICES	4909813	BOOKCASES	2-open bookcases	551005-53902	\$325.30
001	13500	12/10/19	HOME DEPOT CREDIT SERVICES	4669844	GRINDING DISC	R&M-Equipment	546022-53902	\$130.30
001	13500	12/10/19	HOME DEPOT CREDIT SERVICES	4890327	OXIDE DRILL BIT SET	Op Supplies - General	552001-53910	\$49.97
001	13500	12/10/19	HOME DEPOT CREDIT SERVICES	1911928	40FT & 20FT EXT CORDS	Impr - Landscape	563023-53902	\$50.16
001	13500	12/10/19	HOME DEPOT CREDIT SERVICES	4770447	BIT SET, 40FT EXT CORD, 15FT EXT CORD	Spade bit set	552001-53910	\$24.88
001	13500	12/10/19	HOME DEPOT CREDIT SERVICES	4770447	BIT SET, 40FT EXT CORD, 15FT EXT CORD	40ft ext cord	563023-53902	\$18.87
001	13500	12/10/19	HOME DEPOT CREDIT SERVICES	4770447	BIT SET, 40FT EXT CORD, 15FT EXT CORD	15ft ext cord	563023-53902	\$9.98
001	13501	12/10/19	HOWARD FERTILIZER &	CIN-000306113	MOJAVE 70 EG	R&M-Grounds	546037-53902	\$85.00
001	13502	12/10/19	JERMAINE SOLOMON	120219	PERSONAL TRAINING W/E 12/1/19	w/e 12/01/2019	512011-53910	\$243.00
001	13503	12/10/19	KRISTY SIEBERT	120219	TABATA W/E 12/1/19	Tabata-w/e 12/01/19	512011-53910	\$70.00
001	13504	12/10/19	MEDICAL EXPRESS CORPORATION	201914141	DRUG SCREENING 10/9-10/17/19	Fauberbach	512010-53902	\$27.00
001	13504	12/10/19	MEDICAL EXPRESS CORPORATION	201914141	DRUG SCREENING 10/9-10/17/19	Calliez	512010-57205	\$27.00
001	13504	12/10/19	MEDICAL EXPRESS CORPORATION	201914141	DRUG SCREENING 10/9-10/17/19	Morgan	512010-52901	\$13.50
001	13504	12/10/19	MEDICAL EXPRESS CORPORATION	201914141	DRUG SCREENING 10/9-10/17/19	Morgan	512010-53901	\$13.50
001	13505	12/10/19	MIRANDA G BULGER	120219	HIT, SPIN, EXTREME BURN W/E 12/1/19	HIT, Spin, Extreme burn w/e 12/01/19	512011-53910	\$315.00
001	13506	12/10/19	MSC 7511	INV3411517	SERVICE FOR 11/3-12/2/19	11/03/19-12/02/19	547001-53910	\$143.53
001	13506	12/10/19	MSC 7511	INV3411517	SERVICE FOR 11/3-12/2/19	11/03/19-12/02/19	551002-57205	\$47.84
001	13506	12/10/19	MSC 7511	INV3411517	SERVICE FOR 11/3-12/2/19	11/03/19-12/02/19	551002-57206	\$47.84
001	13506	12/10/19	MSC 7511	INV3411517	SERVICE FOR 11/3-12/2/19	11/03/19-12/02/19	552001-53902	\$47.85
001	13507	12/10/19	OFFICE DEPOT	405268882001	LAMINATING SHEET, PRINTER CARTRIDGE	Office Supplies	551002-57206	\$119.32
001	13508	12/10/19	PARTRIDGE WELL DRILLING CO., I	93550	REPAIRED PUMP WELL #1	Repaired pump-well #1	546075-53902	\$542.70
001	13509	12/10/19	PUBLIC RISK INSURANCE AGENCY	64238	PK2FL1 0064954 19-11 10/1/19-10/1/21	Insurance - General Liability	545002-51301	\$444.50
001	13509	12/10/19	PUBLIC RISK INSURANCE AGENCY	64238	PK2FL1 0064954 19-11 10/1/19-10/1/21	Insurance - General Liability	545002-51301	\$3,679.00
001	13509	12/10/19	PUBLIC RISK INSURANCE AGENCY	64238	PK2FL1 0064954 19-11 10/1/19-10/1/21	Insurance - General Liability	545002-51301	\$125.00
001	13509	12/10/19	PUBLIC RISK INSURANCE AGENCY	64238	PK2FL1 0064954 19-11 10/1/19-10/1/21	Insurance - Property & Casualty	545009-57201	\$351.00
001	13509	12/10/19	PUBLIC RISK INSURANCE AGENCY	64238	PK2FL1 0064954 19-11 10/1/19-10/1/21	Insurance - Property & Casualty	545009-57201	\$23,237.00
001	13509	12/10/19	PUBLIC RISK INSURANCE AGENCY	64238	PK2FL1 0064954 19-11 10/1/19-10/1/21	Insurance - General Liability	545002-57201	\$2,623.00
001	13510	12/10/19	PUBLIX SUPER MARKETS, INC.	1754634513	THANKSGIVING LUNCHEON FOR LAND & ENG	Misc-Employee Meals	549015-53902	\$55.12
001	13511	12/10/19	REBECCA STEPHENSON	CREEK-120219	SENIOR YOGA W/E 12/1/19	Sr Yoga-w/e 12/01/19	534111-57202	\$35.00
001	13512	12/10/19	REPUBLIC SERVICES OF FL, L.P	0687-001021033	SERVICE FOR 12/1-12/31/19	December	543020-57205	\$244.29
001	13512	12/10/19	REPUBLIC SERVICES OF FL, L.P	0687-001021033	SERVICE FOR 12/1-12/31/19	December	543020-57206	\$153.82
001	13512	12/10/19	REPUBLIC SERVICES OF FL, L.P	0687-001018333	SERVICE FOR 12/1-12/31/19	December	543020-53902	\$295.62
001	13513	12/10/19	RONALD C. CULLUM	120219	TAI CHI W/E 12/1/19	Tai Chi-w/e 12/01/2019	512011-53910	\$35.00
001	13514	12/10/19	SITEONE LANDSCAPE	96183381-001	PINE STRAW	R&M-Mulch	546059-53902	\$188.30
001	13514	12/10/19	SITEONE LANDSCAPE	96180243-001	4-VALVE BOXES, PINE STRAW	4-Valve boxes	546059-53902	\$32.15
001	13514	12/10/19	SITEONE LANDSCAPE	96180243-001	4-VALVE BOXES, PINE STRAW	Pine Straw	546081-53901	\$163.30
001	13514	12/10/19	SITEONE LANDSCAPE	96627607-001	MOJAVE 70 EG	R&M-Grounds	546037-53902	\$128.62
001	13515	12/10/19	THOMAS C COWARD	TC12042019	SECURITY W/E 11/30/19	w/e 11/30/2019	534099-52901	\$140.00
001	13516	12/10/19	TURNER ACE ST. AUGUSTINE, INC	5665 /3	VALVE BALL	R&M-Equipment	546022-53902	\$25.98
001	13517	12/10/19	VINELLE MILLER	120419	GIFT CARDS FOR STAFF APPRECIATION	GC for Staff Appreciation	549015-53902	\$1,142.79
001	13517	12/10/19	VINELLE MILLER	120419	GIFT CARDS FOR STAFF APPRECIATION	GC for Staff Appreciation	549015-57205	\$1,737.29
001	13517	12/10/19	VINELLE MILLER	120419	GIFT CARDS FOR STAFF APPRECIATION	GC for Staff Appreciation	549015-57206	\$548.04
001	13517	12/10/19	VINELLE MILLER	120419	GIFT CARDS FOR STAFF APPRECIATION	GC for Staff Appreciation	549015-53902	\$366.28
001	13518	12/10/19	WESCO TURF SUPPLY INC.	40929214	WHEEL HUB	R&M-Equipment	546022-53902	\$403.17
001	13518	12/10/19	WESCO TURF SUPPLY INC.	40929304	BEARING	R&M-Equipment	546022-53902	\$84.55
001	13519	12/10/19	ZENITH INSURANCE COMPANY	ST071669609003	POLICY FOR 12/19	December	512010-53902	\$1,347.90
001	13519	12/10/19	ZENITH INSURANCE COMPANY	ST071669609003	POLICY FOR 12/19	December	512010-57205	\$1,901.72
001	13519	12/10/19	ZENITH INSURANCE COMPANY	ST071669609003	POLICY FOR 12/19	December	512010-57206	\$525.87
001	13519	12/10/19	ZENITH INSURANCE COMPANY	ST071669609003	POLICY FOR 12/19	December	512010-52901	\$108.06
001	13519	12/10/19	ZENITH INSURANCE COMPANY	ST071669609003	POLICY FOR 12/19	December	512010-53901	\$86.45
001	13520	12/10/19	ZUZANA PADUANO	CREEK-120519	W/E 12/1/19	w/e 12/01/2019	512011-53910	\$163.00
001	13521	12/10/19	CANON SOLUTIONS AMERICA, INC	4031103426	SERVICE FOR 11/22-12/21/19	11/22/19-12/21/19	552001-53902	\$19.20
001	13522	12/10/19	CHAD EUGENE HALLMAN	CH10222019	SECURITY FOR W/E 10/19/19	w/e 10/19/19	534099-52901	\$140.00
001	13523	12/10/19	D.A. SCHOOGIN, INC	342968	LED RETRO FIT 32 LIGHTS	Cap Outlay-Machinery and Equip	564001-57206	\$34,688.00
001	13524	12/10/19	ELIANA N ROQUE	120219	PILATES W/E 12/1/19	w/e 12/01/2019	512011-53910	\$35.00
001	13525	12/10/19	ERIN GUNIA	112519	MILEAGE REIMB TO/FROM COSTCO	to/from Costco-	540001-57205	\$23.65
001	13526	12/10/19	FIRSTSERVICE RESIDENTIAL	10592169	ONSITE STAFF FEE 10/12-10/25/19	ProfServ-Field Management	531016-53910	\$7,446.80
001	13527	12/10/19	GARY PERNA	GP10232019	SECURITY FOR W/E 10/19/19	w/e 10/19/19	534099-52901	\$385.00
001	13528	12/10/19	HOME DEPOT CREDIT SERVICES	4033929	SAND & 5 GAL AIRPORT GRADE PAINT BYPASS LOPPER	sand and 5 gal Airport grade paint	546084-53901	\$33.65
001	13528	12/10/19	HOME DEPOT CREDIT SERVICES	4033929	SAND & 5 GAL AIRPORT GRADE PAINT BYPASS LOPPER	bypass lopper	552001-53902	\$39.94
001	13529	12/10/19	JERMAINE SOLOMON	120219-KIDS	KIDS FITNESS W/E 12/1/19	w/e 12/01/2019	512011-53910	\$150.00
001	13530	12/10/19	JOSIE LYNN CARLETON	120219	PILATES W/E 12/1/19	Pilates w/e 12/01/2019	512011-53910	\$35.00
001	13531	12/10/19	LAURA CORREA	120219	ZUMBA W/E 12/1/19	Zumba-w/e 12/01/2019	512011-53910	\$105.00
001	13532	12/10/19	MADELIN LEPRI	120219	YOGA W/E 12/1/19	Yoga-w/e 12/01/2019	512011-53910	\$70.00
001	13533	12/10/19	MICHAEL KYPRISS	120219	TENNIS LESSONS W/E 12/1/19	w/e 12/01/2019	512040-57206	\$406.50
001	13534	12/10/19	MONICA FOURMAN	120219	EXTREME BURN 12/1/19	Extreme burn w/e 12/01/2019	512011-53910	\$105.00
001	13535	12/10/19	NEIGHBORHOOD PUBLICATIONS	MCDD0610	11/19 WEBSITE MAINT	November	547001-53910	\$220.00
001	13535	12/10/19	NEIGHBORHOOD PUBLICATIONS	MCDD0610	11/19 WEBSITE MAINT	November	548001-57205	\$110.00
001	13535	12/10/19	NEIGHBORHOOD PUBLICATIONS	MCDD0610	11/19 WEBSITE MAINT	November	548001-57206	\$110.00
001	13536	12/10/19	NOELANI TAYLOR	120219	SPIN W/E 12/1/19	Spin-w/e 12/01/2019	512011-53910	\$35.00
001	13537	12/12/19	BB&T	112119-0011	PURCHASES FOR 11/6-11/13/19	Monthly planners	552001-53902	\$199.00
001	13537	12/12/19	BB&T	112119-0011	PURCHASES FOR 11/6-11/13/19	drafting stool	552001-53902	\$90.63
001	13537	12/12/19	BB&T	112119-0011	PURCHASES FOR 11/6-11/13/19	return wheel assembly	552001-53902	(\$67.98)
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Landfill 10/21, 10/23	543020-53902	\$88.44
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	4'x6" aluminum black rail	552001-53902	\$50.60
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	chain saw gloves	552028-53902	\$49.96
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Landfill 10/24	543020-53902	\$49.22

**MARSHALL CREEK
Community Development District**

**Payment Register by Fund
For the Period from 12/1/2019 to 12/31/2019
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Chainsaw jackets	552001-53902	\$127.33
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Brass numbers for building	546012-57205	\$22.96
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Chainsaw boots and aprons	552028-53902	\$437.52
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Brass numbers for building	546012-57205	\$17.90
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	New mailbox	546012-57205	\$428.02
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	new trailer	546022-53902	\$1,482.00
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Landfill 10/30,10/31, 11/01	543020-53902	\$248.39
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Return mailbox	546012-57205	(\$428.02)
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Tag for new trailer	552001-53902	\$44.98
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Landfill 11/04,11/05, 11/05, 11/05,11/06	543020-53902	\$256.44
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Landfill 11/06, 11/06, 11/06,11/08	543020-53902	\$218.53
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Landfill 11/08, 11/08, 11/08,11/08	543020-53902	\$196.88
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Paper, steno pads, legal pads	552001-53902	\$46.22
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Tire pressure monitoring system	546022-53902	\$49.88
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Landfill 11/14	543020-53902	\$246.10
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Landfill 11/19-11/20	543020-53902	\$280.98
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Flat top Post Guard	546081-53902	\$74.87
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Landfill 11/20, 11/20, 11/20	543020-53902	\$182.06
001	13538	12/12/19	BB&T- 2056	112119-2056	PURCHASES FOR 10/21-11/8/19	Staff training 12/18/19	552001-53902	\$253.44
001	13539	12/12/19	BB&T-2031	112119-2031	PURCHASES FOR 10/25-11/20/19	Face painter-Fall Festival	549052-57202	\$255.00
001	13539	12/12/19	BB&T-2031	112119-2031	PURCHASES FOR 10/25-11/20/19	NE FI Inflatables	549052-57202	\$225.00
001	13539	12/12/19	BB&T-2031	112119-2031	PURCHASES FOR 10/25-11/20/19	Glitter Tattoos-FTF	549052-57202	\$100.00
001	13539	12/12/19	BB&T-2031	112119-2031	PURCHASES FOR 10/25-11/20/19	Rolling hamper	551002-57205	\$33.24
001	13539	12/12/19	BB&T-2031	112119-2031	PURCHASES FOR 10/25-11/20/19	Mailing labels	551002-53910	\$40.46
001	13539	12/12/19	BB&T-2031	112119-2031	PURCHASES FOR 10/25-11/20/19	CPR Training	549059-57205	\$600.00
001	13539	12/12/19	BB&T-2031	112119-2031	PURCHASES FOR 10/25-11/20/19	Theraband Resistance bands	551002-57205	\$37.11
001	13540	12/16/19	FPL	12.05.19 CHECK	SERVICE FOR 1/15-12/5/19	11/05/19-12/05/19	541303-53903	\$173.33
001	13541	12/19/19	AT&T	120219-9023	904 599 9023 021 0566 12/2-11/19	12/02/19-1/1/20	541003-57205	\$200.62
001	13542	12/19/19	BRAD'S BEDDING PLANTS INC	262367	PANSY MIX	Impr - Landscape	563023-53902	\$1,222.00
001	13543	12/19/19	DOWNEY'S JANITORIAL SUPPLIES	41-18242	HAND TOWELS, SOAP, TRASH BAGS	R&M-General	546001-57206	\$240.28
001	13544	12/19/19	FEDEX	6-862-31937	SERVICE FOR 11/25-12/2/19	Postage and Freight	541006-51301	\$71.54
001	13545	12/19/19	GALINA BOLES	120919	TENNIS LESSONS W/E 12/8/19	w/e 12/08/2019	512040-57206	\$906.75
001	13546	12/19/19	GOLF CARTS OF ST. AUGUSTINE	3845	INSTALL CHARGER PORT	R&M-Court Maintenance	546017-57206	\$140.00
001	13547	12/19/19	L. WERNINCK & SONS, INC.	537590	2x6, 4x6, 2x4	R&M-Buildings	546012-53901	\$422.20
001	13547	12/19/19	L. WERNINCK & SONS, INC.	537758	1x4	R&M-Sidewalks	546084-53901	\$38.24
001	13547	12/19/19	L. WERNINCK & SONS, INC.	537663	2x4, 4x4, concrete	R&M-Boardwalks	546009-53901	\$213.46
001	13548	12/19/19	MICKLER, SIDNEY	SM12122019	SECURITY W/E 12/7/19	w/e 12/07/19	534099-52901	\$280.00
001	13549	12/19/19	SAMUEL HALL	SH12122019	SECURITY W/E 11/30/19	w/e 11/30/19	534099-52901	\$175.00
001	13550	12/19/19	TURNER ACE ST. AUGUSTINE, INC	5691/3	HASP, COAXL, EXTENSION CORDS, SLIMPLUGS	hasp, coaxl	552001-53910	\$16.17
001	13550	12/19/19	TURNER ACE ST. AUGUSTINE, INC	5691/3	HASP, COAXL, EXTENSION CORDS, SLIMPLUGS	extension cords, slimplugs	563023-53902	\$115.88
001	13551	12/20/19	FPL	120919-80384 CHECK	ACCT# 68287-80384117-12/9/19	11/07/19-12/09/19	543006-53902	\$198.48
001	13551	12/20/19	FPL	120919-95436 CHECK	ACCT# 62472-95436 11/22-12/9/19	new svc-11/22/19-12/09/19	543001-57206	\$31.12
001	13552	12/20/19	TAYLOR SIGN & DESIGN, IMC	10029	REPLACE MONUMENT SIGN ON PALENCIA VILLAGE DR	R&M-Signage	546085-53901	\$2,238.00
001	13553	12/23/19	ADP, INC.	547635026	PERIODS ENDING 11/17 & 12/1/19	11/17/19 & 12/01/19	512010-53902	\$186.12
001	13553	12/23/19	ADP, INC.	547635026	PERIODS ENDING 11/17 & 12/1/19	11/17/19 & 12/01/19	512010-57205	\$374.79
001	13553	12/23/19	ADP, INC.	547635026	PERIODS ENDING 11/17 & 12/1/19	11/17/19 & 12/01/19	512010-57206	\$98.20
001	13553	12/23/19	ADP, INC.	547635026	PERIODS ENDING 11/17 & 12/1/19	11/17/19 & 12/01/19	512010-52901	\$22.56
001	13553	12/23/19	ADP, INC.	547635026	PERIODS ENDING 11/17 & 12/1/19	11/17/19 & 12/01/19	512010-53901	\$18.05
001	13553	12/23/19	ADP, INC.	547635026	PERIODS ENDING 11/17 & 12/1/19	11/17/19 & 12/01/19	511001-51101	\$28.20
001	13553	12/23/19	ADP, INC.	547635634	12/19 ACA & TIME/ATTEND	December ACA & TIME/ATTEND	512010-53902	\$213.73
001	13553	12/23/19	ADP, INC.	547635634	12/19 ACA & TIME/ATTEND	December ACA & TIME/ATTEND	512010-57205	\$493.02
001	13553	12/23/19	ADP, INC.	547635634	12/19 ACA & TIME/ATTEND	December ACA & TIME/ATTEND	512010-57206	\$115.44
001	13553	12/23/19	ADP, INC.	547635634	12/19 ACA & TIME/ATTEND	December ACA & TIME/ATTEND	512010-52901	\$23.73
001	13553	12/23/19	ADP, INC.	547635634	12/19 ACA & TIME/ATTEND	December ACA & TIME/ATTEND	512010-53901	\$18.98
001	13553	12/23/19	ADP, INC.	547635634	12/19 ACA & TIME/ATTEND	December ACA & TIME/ATTEND	511001-51101	\$73.25
001	13554	12/23/19	BEBOLAT VS NORTH AMERICA INC	2669967	VARIOUS RAQUETS	COS - Start Up Inventory	552143-57206	\$794.03
001	13555	12/23/19	BAMER & ASSOCIATES XXVII, LLC	121819	STORAGE 1/14/20-2/14/21	Storage-Jan. 14, 20-Feb.14, 21	544001-53910	\$1,905.00
001	13556	12/23/19	BRAD'S BEDDING PLANTS INC	268623	15 TRAYS EACH PANSY MIX	Impr - Landscape	563023-53902	\$381.00
001	13557	12/23/19	CATHERINE NOELANI TAYLOR	121619	SPIN W/E 12/15/19	Payroll-Shared Personnel	512011-53910	\$35.00
001	13558	12/23/19	CHAD EUGENE HALLMAN	CH12122019	SECURITY W/E 12/7/19	w/e 12/07/2019	534099-52901	\$245.00
001	13559	12/23/19	COMCAST	93111422	ACCT# 963185024 12/15-11/4/20	12/15/19-01/14/20	541003-53902	\$274.90
001	13560	12/23/19	DOWNEY'S JANITORIAL SUPPLIES	41-18206	HAND TOWELS, TOILET TISSUE	Op Supplies - Spa & Paper	552012-57205	\$108.55
001	13561	12/23/19	ELIANA N ROQUE	121619	SENIOR STRENGTH W/E 12/15/19	w/e 12/15/19-Sr Stretch	534111-57202	\$140.00
001	13562	12/23/19	ERIN GUNIA	12052019	TO/FROM COSTCO 12/5/19	Travel and Per Diem	540001-57205	\$23.65
001	13563	12/23/19	EVANS, THOMAS	TE12182019	SECURITY FOR W/E 12/14/19	w/e 12/14/2019	534099-52901	\$105.00
001	13564	12/23/19	FLORIDA JANITOR & PAPER SUPPLY	321810	DISPENSER FOR SPANISH MARSH	Op Supplies - General	552001-53902	\$314.00
001	13564	12/23/19	FLORIDA JANITOR & PAPER SUPPLY	321802	DOG-I POT LITTER BAGS, GARBAGE BAGS	Op Supplies - General	552001-53902	\$247.79
001	13565	12/23/19	FPL	121319-24267 CHECK	ACCT# 95196-24267 SERVICE FOR 12/4-12/9/19	new svc 12/04/19-12/09/19	543001-57206	\$26.90
001	13566	12/23/19	GABE BAGBY	GB12122019	SECURITY W/E 12/7/19	w/e 12/07/19	534099-52901	\$140.00
001	13566	12/23/19	GABE BAGBY	GB12182019	SECURITY FOR W/E 12/14/19	w/e 12/14/19	534099-52901	\$280.00
001	13567	12/23/19	GALINA BOLES	121619	TENNIS LESSONS W/E 12/15/19	w/e 12/15/19	512040-57206	\$507.75
001	13568	12/23/19	GARY PERNA	GP12122019	SECURITY FOR 12/4 AND 12/7/19	w/e 12/07/19	534099-52901	\$210.00
001	13568	12/23/19	GARY PERNA	GP12182019	SECURITY FOR W/E 12/14/19	w/e 12/14/19	534099-52901	\$350.00
001	13569	12/23/19	GLENDIA MALEWICKI	121619-MCCDD	SENIOR YOGA W/E 12/15/19 SR YOGA	w/e 12/15/19-Sr Yoga	534111-57202	\$70.00
001	13570	12/23/19	HEAD PENN/ RAQUET SPORTS	5193038277	VELOCITY MLT	COS - Start Up Inventory	552143-57206	\$331.56
001	13571	12/23/19	HOME DEPOT CREDIT SERVICES	2061641	PIILER, BEHR PAINT	Plier, Behr paint	546001-57206	\$105.40
001	13571	12/23/19	HOME DEPOT CREDIT SERVICES	4010004	5-100 LIGHT LED LIGHTS	Impr - Landscape	563023-53902	\$149.90
001	13572	12/23/19	HSCB BUS SOLUTIONS- COSTCO	933900006194	POINTSETTIAS	Impr - Landscape	563023-53902	\$139.90
001	13572	12/23/19	HSCB BUS SOLUTIONS- COSTCO	933900006194	POINTSETTIAS	Office Supplies	551002-57205	\$83.94
001	13572	12/23/19	HSCB BUS SOLUTIONS- COSTCO	933900006194	POINTSETTIAS	Pointsettias-Sweetwater	549921-53910	\$83.94
001	13572	12/23/19	HSCB BUS SOLUTIONS- COSTCO	933900006194	POINTSETTIAS	Office Supplies	551002-57206	\$55.96
001	13572	12/23/19	HSCB BUS SOLUTIONS- COSTCO	933900006194	POINTSETTIAS	Candy for G. bags	549015-53902	\$38.49
001	13572	12/23/19	HSCB BUS SOLUTIONS- COSTCO	933900006194	POINTSETTIAS	Candy for G bags	549015-57205	\$58.05
001	13572	12/23/19	HSCB BUS SOLUTIONS- COSTCO	933900006194	POINTSETTIAS	Candy for G. Bags	549015-57206	\$13.38
001	13573	12/23/19	HUNTER INDUSTRIES INCORPORATED	2845630 RI	RENEWAL S LOOP EXT, COSTA DEL SOL	renewal-S Loop Ext, Costa del Sol	546041-53902	\$240.00
001	13574	12/23/19	JERMAINE SOLOMON	121619	PERSONAL TRAINING W/E 12/15/19	w/e 12/15/19	512011-53910	\$364.50
001	13574	12/23/19	JERMAINE SOLOMON	121619-KIDS	KIDS FITNESS W/E 12/15/19	w/e 12/15/19-Kids	512011-53910	\$200.00
001	13575	12/23/19	JOSIE LYNN CARLETON	121619	YOGA W/E 12/15/19	Payroll-Shared Personnel	512011-53910	\$70.00
001	13576	12/23/19	KRISTY SIEBERT	121619	TBAATA W/E 12/15/19	Tabata-w/e 12/15/19	512011-53910	\$70.00
001	13577	12/23/19	L. WERNINCK & SONS, INC.	537448	REPLACEMENT SHUTTERS	R&M-General	546001-57206	\$86.80
001	13578	12/23/19	LAMP SALES UNLIMITED, INC.	195411	LIGHT BULBS	R&M-Court Maintenance	546017-57206	\$418.40
001	13579	12/23/19	LAURA CORREA	121619	ZUMBA W/E 12/15/19	Payroll-Shared Personnel	512011-53910	\$140.00

**MARSHALL CREEK
Community Development District**

**Payment Register by Fund
For the Period from 12/1/2019 to 12/31/2019
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	13580	12/23/19	MADELIN LEPRI	121619	YOGA W/E 12/15/19	Yoga-w/e 12/15/2019	512011-53910	\$70.00
001	13582	12/23/19	MICHAEL KYPRISS	120919	TENNIS LESSONS W/E 12/8/19	w/e 12/08/19	512040-57206	\$2,208.00
001	13582	12/23/19	MICHAEL KYPRISS	121619	TENNIS LESSONS W/E 12/15/19	w/e 12/15/19	512040-57206	\$1,387.50
001	13583	12/23/19	MIRANDA G BULGER	121619	SENIOR STRETCH W/E 12/15/19	w/e 12/15/19-Sr Stretch	534111-57202	\$35.00
001	13583	12/23/19	MIRANDA G BULGER	121619-HITT	HITT, SPIN W/E 12/15/19	w/e 12/15/19	512011-53910	\$245.00
001	13584	12/23/19	MONICA FOURMAN	121619	EXTREME BURN W/E 12/15/19	Extreme Burn - w/e 12/15/19	512011-53910	\$210.00
001	13585	12/23/19	OFFICE DEPOT	412151496001	PAPER, BATTERIES	Office Supplies	551002-57206	\$52.38
001	13586	12/23/19	PAUL MASTERS	10/1/19	REIMB FOR 9/24-10/23/19	09/24/19-10/23/19	552001-53902	\$30.00
001	13586	12/23/19	PAUL MASTERS	110119	REIMB FOR 10/24-11/23/19	10/24/19-11/23/19	552001-53902	\$30.00
001	13587	12/23/19	PROSSER	43095	Gen Engineering Services November 2019	ProfServ-Engineering	531013-51501	\$1,317.87
001	13588	12/23/19	PUBLIX SUPER MARKETS, INC.	1763375883	TREE LIGHTING EVENT SUPPLIES	Tree Lighting event	549052-57202	\$191.77
001	13588	12/23/19	PUBLIX SUPER MARKETS, INC.	1747031528	SUPPLIES FOR TREE LIGHTING EVENT	Tree Lighting	549052-57202	\$210.62
001	13589	12/23/19	REBECCA STEPHENSON	CREEK-121619-MCCDD	SENIOR YOGA W/E 12/15/19 SR YOGA	w/e 12/15/19-Sr Yoga	534111-57202	\$70.00
001	13590	12/23/19	REPUBLIC SERVICES OF FL, L.P	0687-001021682	11/26/19 OVERAGE	Utility - Refuse Removal	543020-53902	\$109.28
001	13591	12/23/19	RONALD C. CULLUM	121619	TAI CHI FOR W/E 12/15/19	w/e 12/15/19-Tai Chi	512011-53910	\$70.00
001	13592	12/23/19	SANFORD & SON AUTO PARTS INC	633859	BB WIPER C SMITH	BB_Wiper- C Smith	552001-53902	\$18.99
001	13593	12/23/19	SITEONE LANDSCAPE	96329295-001	SCH 40 PVC PIPE, ADAPTERS, COUPLINGS	R&M-Irrigation	546041-53902	\$524.78
001	13593	12/23/19	SITEONE LANDSCAPE	96336685-001	DEER SCRAM	R&M-Grounds	546037-53902	\$201.74
001	13593	12/23/19	SITEONE LANDSCAPE	96390602-001	RAIN BIRD PGA PVC	R&M-Irrigation	546041-53902	\$185.67
001	13594	12/23/19	SUN LIFE FINANCIAL	16864-121319	BILLING PERIOD 1/1/20-1/31/20	01/01/2020-01/31/2020	155000-53902	\$418.76
001	13594	12/23/19	SUN LIFE FINANCIAL	16864-121319	BILLING PERIOD 1/1/20-1/31/20	01/01/2020-01/31/2020	155000-57205	\$252.58
001	13594	12/23/19	SUN LIFE FINANCIAL	16864-121319	BILLING PERIOD 1/1/20-1/31/20	01/01/2020-01/31/2020	155000-57206	\$161.20
001	13594	12/23/19	SUN LIFE FINANCIAL	16864-121319	BILLING PERIOD 1/1/20-1/31/20	01/01/2020-01/31/2020	155000-52901	\$81.19
001	13594	12/23/19	SUN LIFE FINANCIAL	16864-121319	BILLING PERIOD 1/1/20-1/31/20	01/01/2020-01/31/2020	155000-53901	\$64.95
001	13595	12/23/19	SUPREME AUDIO INC	121119	LES MILS AUDIO & VISUAL EQUIP	Les Mils Audio & Visual Equip.	564001-57205	\$9,044.99
001	13596	12/23/19	TURNER ACE ST. AUGUSTINE, INC	5569/3	ST STEEL CLR, S HOOK, WREATH HANGER	STL STEEL CLR, S Hook, wreath hanger	546017-57206	\$20.76
001	13596	12/23/19	TURNER ACE ST. AUGUSTINE, INC	5702/3	TANK REFILL, MISC SUPPLIES	GFI Receipt, LP Tank refill	546020-53901	\$123.95
001	13596	12/23/19	TURNER ACE ST. AUGUSTINE, INC	5702/3	TANK REFILL, MISC SUPPLIES	Windshield washer, Ext cord, LP tank refill	563023-53902	\$29.35
001	13597	12/23/19	UNITED HEALTHCARE SERVICES, INC	064990470381	COVERAGE PERIOD 1/1-1/31/20	01/01/2020-01/31/2020	155000-53902	\$4,982.72
001	13597	12/23/19	UNITED HEALTHCARE SERVICES, INC	064990470381	COVERAGE PERIOD 1/1-1/31/20	01/01/2020-01/31/2020	155000-57205	\$3,573.72
001	13597	12/23/19	UNITED HEALTHCARE SERVICES, INC	064990470381	COVERAGE PERIOD 1/1-1/31/20	01/01/2020-01/31/2020	155000-57206	\$2,004.18
001	13597	12/23/19	UNITED HEALTHCARE SERVICES, INC	064990470381	COVERAGE PERIOD 1/1-1/31/20	01/01/2020-01/31/2020	155000-52901	\$899.58
001	13597	12/23/19	UNITED HEALTHCARE SERVICES, INC	064990470381	COVERAGE PERIOD 1/1-1/31/20	01/01/2020-01/31/2020	155000-53901	\$719.66
001	13598	12/23/19	UNUM LIFE INSURANCE	CREEK-120119	COVERAGE PERIOD 12/1-12/31/19	12/01/2019-12/31/2019	512010-53902	\$200.32
001	13598	12/23/19	UNUM LIFE INSURANCE	CREEK-120119	COVERAGE PERIOD 12/1-12/31/19	12/01/2019-12/31/2019	512010-57205	\$115.62
001	13598	12/23/19	UNUM LIFE INSURANCE	CREEK-120119	COVERAGE PERIOD 12/1-12/31/19	12/01/2019-12/31/2019	512010-57206	\$74.01
001	13598	12/23/19	UNUM LIFE INSURANCE	CREEK-120119	COVERAGE PERIOD 12/1-12/31/19	12/01/2019-12/31/2019	512010-52901	\$24.91
001	13598	12/23/19	UNUM LIFE INSURANCE	CREEK-120119	COVERAGE PERIOD 12/1-12/31/19	12/01/2019-12/31/2019	512010-53901	\$19.95
001	13599	12/23/19	VILLAGE KEY & ALARM, INC.	327338	INTRUSION MONITORING VIA PHONE LINES 10/1-12/31/19	10/01/19-12/31/19	534025-57202	\$60.00
001	13600	12/23/19	VINELLE MILLER	121419	REIMB CELL PHONE 11/27-12/26/19	cell phone 11/27/19-12/26/19	541003-53910	\$45.00
001	13601	12/23/19	WESCO TURF SUPPLY INC.	40930877	2- CALIPER- PARK BRAKE	2-Caliper-Park Brake	546022-53902	\$221.91
001	13602	12/23/19	WILLIAMS' PLANT NURSERY	97972	550-MUHLV GRASS	Impr - Landscape	963023-53902	\$3,162.50
001	13603	12/23/19	ZUZANA PADUANO	121619	PERSONAL TRAINING W/E 12/15/19	w/e 12/15/19	512011-53910	\$223.65
001	13604	12/23/19	MATTHEW BROADUS ADVERTISING, I	27848	NO SOLICITING	R&M-Signage	546085-53901	\$200.00
001	13605	12/27/19	ST. AUGUSTINE RECORD	0003242687-01	NOTICE OF MEETING 12/11/19	Legal Advertising	548002-51301	\$85.27
001	13606	12/31/19	FEDEX	6-870-84862	SERVICE FOR 12/10-12/11/19	Postage and Freight	541006-51301	\$109.54
001	13607	12/31/19	GRAINER	9332979302	BB-SCDD	Billback Expenses Developer	549921-53910	\$148.75
001	13608	12/31/19	WELCH TENNIS COURTS, INC.	55156	COURT RAKE PANELS, FILTERS, LINE MASTER	R&M-Court Maintenance	546017-57206	\$558.20
001	DD398	12/16/19	COMCAST -ACH	73316-112519 ACH	ACCT# 8495 74 310 1273316 11/29-12/28/19	11/19/19-12/28/19	541003-57205	\$143.75
001	DD398	12/16/19	COMCAST -ACH	73316-112519 ACH	ACCT# 8495 74 310 1273316 11/29-12/28/19	11/19/19-12/28/19	543003-57205	\$196.04
001	DD399	12/18/19	COMCAST -ACH	59406-112719 ACH	ACCT# 8495 74 310 1259406 12/1-12/30/19	12/01/2019-12/30/2019	543003-53902	\$164.57
001	DD400	12/16/19	GATE FUEL SERVICE-ACH	4828293 ACH	FUEL 12/5/19	12/05/2019	552030-53902	\$1,239.85
001	DD401	12/16/19	FPL	12.05.19 ACH	SERVICE FOR 11/5-12/5/19	11/05/19-12/05/19	546034-52901	\$47.64
001	DD401	12/16/19	FPL	12.05.19 ACH	SERVICE FOR 11/5-12/5/19	11/05/19-12/05/19	543013-53903	\$6,184.08
001	DD402	12/20/19	FPL	120919-ACH	SERVICE FOR 11/7-12/9/19	11/07/19-12/09/19	543013-53903	\$683.11
001	DD402	12/20/19	FPL	120919-ACH	SERVICE FOR 11/7-12/9/19	11/07/19-12/09/19	543001-57205	\$2,709.93
001	DD402	12/20/19	FPL	120919-ACH	SERVICE FOR 11/7-12/9/19	11/07/19-12/09/19	543006-57206	\$1,228.36
001	DD402	12/20/19	FPL	120919-ACH	SERVICE FOR 11/7-12/9/19	11/07/19-12/09/19	546034-52901	\$65.08
001	DD403	12/24/19	COMCAST -ACH	120319-1433 ACH	ACCT# 8495 74 310 1291433 12/7-1/6/20	12/07/19-01/06/20	543003-57205	\$88.00
001	DD404	12/22/19	COMCAST -ACH	120119-4033 ACH	ACCT# 8495 74 310 1274033 12/5-1/4/20	12/05/19-01/04/20	543003-57206	\$243.20
001	DD405	12/23/19	COMCAST -ACH	120219-2201 ACH	ACCT# 8495 74 310 1272201 12/6-1/5/19	12/06/19-01/05/20	546034-52901	\$155.41

Fund Total \$249,928.33

Total Checks Paid \$249,928.33