

**MARSHALL CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

MARCH 18, 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

March 11, 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, March 18, 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. Insurance Discussion with Michelle Martin – VP, Brown & Brown – PRIA**
- 4. Approval of the Minutes of the February 19, 2020 Meeting**
 - A. Discussion of Open Items
- 5. Public Hearing – Rules of Procedure**
 - A. Resolution 2020-4 – Adopting the Rules of Procedure
- 6. Engineer’s Report**
- 7. General Manager’s Operations Report**
 - A. Traffic Reports & SJCSO Roving Patrol Violation Log
 - B. FEMA Update
- 8. District Manager’s Report**
- 9. Attorney’s Report**
 - A. Discussion and Consideration of Resolution 2020-5 Adopting an Internal Controls Policy
- 10. Supervisors’ Requests**
 - A. Sidewalk Maintenance (Supervisor Hoffman)
- 11. Acceptance of the February 2020 Financial Statements and Approval of the February 2020 Check Register and Invoices**
- 12. Adjournment**

For the third order of business we have invited Michelle Martin to speak to you about the District’s insurance. Please let me know any topics you’d like her to address in addition to the coverage on the Boardwalk.

Enclosed for your review is a copy of the draft minutes of the February 19, 2020 meeting and the February 2020 financials, check register, and invoices.

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The fifth order of business is the public hearing to consider Rules of Procedure for the District. Enclosed is a copy of Resolution 2020-4 which adopts the Rules of Procedure.

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.

Under the Attorney's Report enclosed for your consideration is Resolution 2020-5 regarding adopting an Internal Controls Policy.

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: Katie Buchanan
Gabriel McKee
Gordon Mobley
Emma Gregory

Ryan Stilwell, P.E.
Jennifer Gillis
Brett Sealy
Jonathan Johnson

Katie Hollis
Warren Bloom
Hank Fishkind

Fourth 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, February 19, 2020 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
Jeff Riley	Assistant Secretary

Also present were:

Janice Eggleton Davis	District Manager
Katie Buchanan	District Counsel
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 February 19, 2020 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. Kemmish addressed the RaceTrac and inquired what the plans are to screen it. In addition, he noticed a comment on a community blog about riding dirt bikes on CDD property.
 - Mr. Hoffman noted he did not think the person about the dirt bike was from Palencia.
 - Dr. Entman addressed the RaceTrac noting the contractor removed the natural vegetation that was there which was against the agreement the architectural review

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group, the DRI, SJRWMD, and other organizations had with RaceTrac. They are in contact with RaceTrac to determine what their plans are for remediation.

- Ms. Hollis further addressed the original plan noting it included a plan to replace removed vegetation. The removal of the DOT area was unexpected, and Mr. O’Shea is putting pressure on them for the replacement in that area and to the buffer that is to be replaced.
- Discussion continued on the replacement of the vegetation.

THIRD ORDER OF BUSINESS

Approval of Minutes of the January 15, 2020 Meeting

On MOTION by Mr. Hoffman seconded by Mr. Raybuck, with all in favor, the minutes of the January 15, 2020 meeting were approved.

A. Discussion of Open Items

There being no discussion, the next item followed.

FOURTH ORDER OF BUSINESS

Engineer’s Report

- Mr. Stilwell noted he has nothing to report but would answer any questions.
- Mr. Riley inquired if they have anything pending with the crosswalks.
 - Ms. Hollis noted there is a scope of work being compiled for Preferred Materials for the striping at the front of the community. Included is an extra exhibit for all the crosswalks throughout the community to be quoted for striping.
- Ms. Hollis addressed the lack of opportunity to cross the road from the roundabout to the south gate. There is no crosswalk and the closest crosswalk is Oak Common. She will ask Mr. Stilwell to look at it and give his best suggestion on where a crosswalk could be added.
- Dr. Entman inquired about Trails Edge.
 - Ms. Hollis noted the group who communicated the issues have come back to say there is progress with people not blocking driveways.
- Ms. Hollis addressed an area at Sophia Terrace coming off of Boardwalk #4 noting between a home on North River and this boardwalk, there is no sidewalk. They have included a sidewalk for this gap with other concrete work that is being done.

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FIFTH ORDER OF BUSINESS**General Manager's Operations Report**

- Ms. Hollis reported:
 - The Parking Agreement has been signed and they have 36 spaces at Hampton Golf.
 - Ms. Davis and the group at Inframark did a great job finding someone to write an insurance policy for the area. The Board approved up to \$5,000 and the policy was \$1,000.
 - The 36 spaces have been striped with caution yellow. A “CDD” stencil has been ordered and will be painted in the middle of each spot once it arrives.
 - Communication to residents regarding the parking was addressed with it being noted the Market Street business owners have communicated with their employees also.
 - LED lights have been received for the four additional tennis courts [7,8,9 & 10] and installed.
 - In-house engineering has removed the cedar fence around the pool and replaced and painted it.
 - Board member photos have been included on the website.
 - Electronic tennis reservations are going well.
 - New signage will be installed at the fitness center, the pool is on schedule, great room doors have been replaced, and pergolas are being replaced.
 - On target for the fitness center landscaping to be done March 1st.
- Ms. Moss inquired if the camera quotes are done and ready to present.
 - Ms. Hollis noted they have them and the quotes are expensive. They need to determine where they want to start with it.
 - Discussion ensued on whether the cameras would be monitored and in what areas.
- Ms. Hollis reviewed recommendations:
 - Currently they have Clear Waters for lake management at approximately \$55,000 per year. She addressed a request made for Triploid Grass Carp at a cost of \$13,500 noting the fish have yet to be installed.
 - Ms. Hollis reached out to Lake and Pond Remediation who provided a quote of \$48,000. Lake and Pond Remediation would be responsible for the fish barriers to contain the Triploid Grass Carp for compliance.

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- The recommendation is to provide notice to Clear Waters and contract with Lake and Pond Remediation for \$48,000 which includes the Triploid Grass Carp.
- Discussion ensued on the difference in contract pricing.

On MOTION by Mr. Hoffman seconded by Ms. Moss, with all in favor, to provide notice of termination to Clear Waters and contract with Lake and Pond Remediation for \$48,000 was approved.

- Mr. Hoffman addressed the revisions to the building noting it looks fantastic. There will be a nice seating area around Kokomo's for next summer.
- Ms. Moss inquired if there will be a grand opening.
 - Ms. Hollis noted she believes Ms. Gunia is looking into doing an adult event on the pool deck. She outlined the changes to the food and beverage seating area.

B. FEMA Update

- Dr. Entman outlined the FEMA update provided by Ms. Heath noting of the \$1 Million spent they are lacking \$12,000 from the State. The cost to the CDD for the project will be about \$100,000.
- Mr. Kemmish addressed the insurance for the Boardwalk and inquired as to how much they are insured for.
 - Ms. Davis noted she does not know the coverage levels off the top of her head, but she knows they added the coverage for the Boardwalk. There were certain mitigation measures taken, which were required to receive FEMA monies to make it less likely it would be damaged by the next storm. Additionally, FEMA required the Boardwalk be insured after the repair.
 - Ms. Davis noted the insurance carrier would like to come do a presentation to the Board. She can arrange it for next month and they can have this question answered then.

A. Traffic Report & SJCSO Roving Patrol Violation Log

- Mr. Riley reviewed the Traffic Report noting the speeders have slowed down greatly, though some are still traveling at 61 mph. There were five citations for stop sign violations this month.

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SIXTH ORDER OF BUSINESS**District Manager's Report**

- Ms. Davis noted she has nothing to report but would be happy to take questions.
- Dr. Entman addressed the BB&T fees/charges discussed at the last meeting.
 - Ms. Davis noted BB&T did call “in a flurry” and have been working with Mr. Baldwin and Ms. Lenzen at Inframark to look at what they offer. They are still reviewing comparisons.
- Ms. Hollis noted they always mention how helpful Ms. Heath has been with regard to FEMA but she wanted to address from management's point of view how amazing it has been working with Inframark. They have enjoyed being partners with them, especially for their response times and their resources and she wanted this to be on the record.
 - Dr. Entman noted he is sure they all second this.

SEVENTH ORDER OF BUSINESS**Attorney's Report****A. Discussion and Consideration of Bonus and Compensation Policy**

- Ms. Buchanan noted the policy was included in the agenda package and addressed the District's standing policy regarding the awarding of bonuses. The Florida Legislature has adopted a statute which requires local governments to put in place a bonus policy before awarding bonuses. She briefly outlined the policy provided.
- Mr. Hoffman noted they have always given a bonus at holidays of \$25 per year of service. This policy would say they had to have a satisfactory performance review prior to receiving it. It is too bureaucratic, and this part of the bonus process should be automatic for everybody.
- Discussion continued on the bonus and compensation policy, and performance reviews.
- Ms. Moss addressed the second bullet of General Guidelines, inquiring if it can include management and/or Board discretion.
 - Ms. Buchanan noted the Board is management.

Mr. Hoffman MOVED to approve the Bonus and Compensation Policy and Mr. Raybuck seconded the motion. Mr. Hoffman, Mr. Raybuck, Dr. Entman and Mr. Riley voted aye.

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- Ms. Moss inquired if she can defer voting on the matter as she would like to do it this time and revisit it a year from now since there were so many questions and concerns.
 - It was noted she must vote or file a conflict form.

Ms. Moss then voted aye. Therefore, the motion was approved unanimously.

**** Promenade Pointe**

- Ms. Buchanan addressed a resident's request to have a meeting between representatives from the Promenade Pointe homeowners, the POA and the CDD.
- Ms. Buchanan summarized the Promenade Pointe issue, noting there is a 25-foot easement on the back of the property adjacent to the golf course. The District had been maintaining it for the Developer but in the summer of 2018, the owners were advised that the District was going to discontinue all maintenance at that point. The easement is granted to the District but is very abbreviated, meaning it includes the word "landscaping" but it does not actually identify the standard of maintenance required. There is no specific requirement that they upkeep it to a particular level of aesthetics. She is looking for direction from the Board on whether they would like to participate in such a meeting and if there is an interest in participating, who would they like to attend.
 - Mr. Riley noted he personally does not see a reason for a meeting, mediation, or for public funds to be spent on private property.
 - Mr. Hoffman agreed.
 - Ms. Moss agreed.
- Mr. Raybuck noted his confusion is about whether the concern is funding and/or management/upkeep of the landscaping.
 - It was noted it is both.
- Mr. Hoffman noted there is no way one Board member can go to a meeting to negotiate for the Board. If there is a middle ground, it should be presented at this meeting.
- Ms. Buchanan noted she does not believe they have articulated solutions in any of the correspondence. She thinks the goal may be, if they have a person from each entity, that perhaps they would be able to work out some sort of compromise.

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- Discussion continued on the Promenade Pointe easement, the landscape maintenance of the same and options for holding a meeting on the matter.
 - The CDD does provide the irrigation for the easement.
 - It was noted the POA continues to provide a stay on issuing violations.
- Mr. Hoffman suggested making Ms. Buchanan available for a phone call should someone want to call her on the matter, but he sees no reason for a meeting.
- After further discussion, the consensus of the Board is Ms. Buchanan will send a letter on behalf of the Board declining a meeting and articulating that they do not feel it is fruitful given their position that they are not going to maintain the private property.

EIGHTH ORDER OF BUSINESS**Supervisors' Requests****A. Sidewalk Maintenance (Supervisor Hoffman)**

- Mr. Hoffman addressed sidewalk maintenance noting there are approximately 20 miles of sidewalks some of which are on CDD property. He further addressed the homeowner's responsibility to maintain the sidewalks in front of the homes, noting they may or may not know they have a crack in the sidewalk or be quick to address it. There is the potential for an unsafe sidewalk for months. The CDD has the capability to grind sidewalks or replace if necessary, they do not want to take on the liability of all the sidewalks, but it would be nice if there were some way that they could address issues, maybe in cooperation with the POA, to minimize safety issues while the POA is sending letters.
- Mr. Kemmish addressed his sidewalk buckling noting he planted trees as part of the request of the ARC to landscape his property.
 - Discussion followed on Architectural Review Guidelines of the POA.
- Dr. Entman, speaking as a resident, noted the POA should be responsible for the sidewalks as the whole community is vested in the sidewalks.
- An unidentified speaker inquired if the CDD can charge a nominal fee for grinding a private property sidewalk.
 - Dr. Entman noted he presumes the POA and CDD could work something out.
- Mr. Kemmish noted the CDD has to decide what they are or are not going to do.
- Discussion continued on the CDD doing common areas only.

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On MOTION by Mr. Hoffman seconded by Mr. Riley, with all in favor, to stop District employees from repairing sidewalks on private property was approved.

- An unidentified speaker requested the POA be notified in writing of the CDD's decision.
- An unidentified speaker addressed the CDD power washing all sidewalks, but this is not happening, and no notice has gone to the residents that they are responsible for cleaning their own sidewalks.
- An unidentified speaker inquired if their roads were county-owned would the county be responsible for the sidewalks.
 - Ms. Hollis noted that in Nocatee, the county is responsible for the road but not the sidewalks.
 - Ms. Buchanan noted it is common the way it is setup here.
- An unidentified speaker noted in reality, liability-wise, it is the responsibility of the homeowner.
 - Ms. Buchanan noted her understanding is the Declarations and Covenants requires the homeowners to maintain the sidewalks in front of their homes.
- Discussion followed on indemnification of the CDD should they do work on a private property sidewalk, and the risks of opening itself up for liability should the CDD interject itself into the maintenance chain.
- Ms. Hollis addressed the fact that up until a year ago the CDD and POA were managed out of one office as part of the developer. Now, those things that were always combined together are being clarified.

NINTH ORDER OF BUSINESS

Acceptance of the January 2020 Financial Statements and Approval of the January 2020 Check Register and Invoices

- Ms. Davis noted the financials are included in the agenda package along with the check register.

On MOTION by Mr. Raybuck seconded by Mr. Hoffman, with all in favor, the January 2020 financial statements were accepted, and the January check register and invoices were approved.

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** Summer Camp

- Ms. Hollis reported Ms. Gunia is working with Village Extended Day on Market Street to run the summer camp at the Marshall Creek facility. They will run the camp, hold the insurance and at the end of the camp provide 10% of any profit made to the CDD.
 - There is \$14,000 budgeted for summer camp that they would not use.
 - Last year there was a loss of \$1,600 to the District for summer camp.
 - They would like to recommend Ms. Buchanan draft a one- or two-page agreement for Village Extended Day to use the facility for summer camp.
 - All of the checks from campers would be made payable to Marshall Creek CDD who would then cut a check to Village Extended Day.
- Mr. Riley addressed a comment made about deriving a benefit from the CDD.
 - Ms. Buchanan noted there are a lot of Federal tax implications behind the way they use the facilities, because the money that paid for the facilities is tax-exempt bonds. The CDD has an obligation to preserve that status, meaning they do not let the public facilities be used by private parties for private profit. What Ms. Hollis is proposing is they hire this company for the service. They are providing a service that is related to the core function of the CDD and the CDD is paying for that service.

On MOTION by Mr. Hoffman seconded by Ms. Moss, with Mr. Hoffman, Ms. Moss, Dr. Entman and Mr. Raybuck voting aye and Mr. Riley voting nay, authorizing the Chairman to execute an agreement with Village Extended Day to operate the summer camp for the CDD was approved.

- At Mr. Hoffman's request Mr. Riley addressed his nay vote.
- Ms. Buchanan outlined the two options proposed noting one was to have the company use the CDD facility to provide a summer camp under their name or Marshall Creek to hire the company to provide the Marshall Creek Summer Camp. Bond Counsel prefers Marshall Creek hire the company to provide the service for Marshall Creek as opposed to having the private company use public facilities for private profit. So as not to jeopardize the

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obligations under the Trust Indenture, she called Bond Counsel and his recommendation was for the CDD to pay the company for a service they provide to the District and that service will operating and managing summer camp.

- An unidentified speaker further addressed the Promenade Pointe situation and inquired if any of the owners are restricted access and would by default would they have to trespass to get access to their property.
 - Dr. Entman noted there are not.
 - Ms. Buchanan noted they have the same access they had when they bought the property; the CDD is in no way restricting access.

TENTH ORDER OF BUSINESS

Adjournment

There being no further business,

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

Janice Eggleton Davis
Secretary

Howard Entman
Chairman

Fifth Order of Business

5A

RESOLUTION 2020-4

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; 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, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

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

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

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

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

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

PASSED AND ADOPTED this 18th day of March, 2020.

ATTEST:

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

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

EFFECTIVE AS OF _____, 2020

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (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 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, 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 an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. 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 attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

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

- (14) Security and 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.
- (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 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 two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

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

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

- (i) “Invitation to Bid” is a written 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 Consultants' Competitive Negotiations Act.

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

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

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

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

(4) Competitive Selection.

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

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

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

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

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

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

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

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed 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 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. 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 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 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 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 proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. 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 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 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) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, 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. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, 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 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) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, 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 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 proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Rule 3.10 Contractual Services.

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

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

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

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

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

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

(1) Filing.

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

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (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 _____, 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.

Seventh Order of Business

Marshall Creek CDD
Operations Report for March CDD Meeting

Action Items from Meetings:

1. None

Administration:

- FirstService will be completing a Quality Assurance Inspection throughout all the amenities on March 10th.
- As directed by Supervisors, I have requested for the CDD Engineering Department to no longer pressure wash or repair any sidewalks in front of owner's homes as a result of ARB guidelines communicating that this is an owner responsibility.
- Clearwater Lake Management was provided 30-day notice for contract termination. Lake and Pond Remediation will begin services on April 1st. With grass carp included, total cost savings will be \$16,980.00.
- Effective, February 14, 2020, the district has a new General Liability policy for the Hampton Golf parking lot spaces.
- Personal Trainer Contract process has been implemented at the Sweetwater Fitness Center.
- Neighborhood Publications is assisting management by creating a room reservation process on the website. This is currently in the demo stage. The rooms we currently have for rent are as follows: large meeting room, small meeting room and outside pavilion by the family pool.
- Katie B has created the contract between the district and Village Extended Day Care for the operation of the Palencia Summer Camp. The contract is in final review by Village Extended Day. It is my hope that this will be finalized within the next few days.
- Speed signage has been moved to its new location on Palencia Village Drive.
- SJSO schedule created and communicated to our scheduler for the month of March.
- SJSO Violation log and back-up reports have been completed
- Radar sign speed data has been completed for the month of February.

Amenities report from Erin:

- Summer Camp meetings to secure Palencia Village Day as the camp manager continued. A contract was created, and the final drafts are finished and awaiting signatures.
- Lifeguard certifications and recertifications were scheduled. We are hosting at least one class here on property. The hiring process has begun as well.
- Continued with Les Mills regarding the process of installation of equipment, scheduling of classes and hiring of instructors.
- Continued evaluation of Aerobics instructors continued with great feedback and evaluations.
- We had one Food Truck Friday this month and it was met with poor weather. People still attended.
- Scheduled room reservations for the Amenity Center. There is increased request for room use.

- Nutrition, Lifestyle and Mediation seminars continued and were successful to the point of requests for continued programs.
- Attended the Sweetwater CDD meeting per their request.

- Helped prepare and to set up for the Saturday Stroll on Market Street. It was well received with the desire for more businesses to participate.

Sweetwater:

- Sweetwater fitness center report for February was sent to their Supervisors on 3/9/2020.
- More requests for repairs and parts for strength and cardio equipment were made.
- Rescheduling of Aerobic classes began. Techniques from Les Mills were applied to better serve a broader scope of residents.
- We continued the Personal Training special and it generated quite a response from the residents. All of the personal trainers worked with many new clients.
- Child Watch policies were reviewed with staff.
- I had meetings with board members regarding potential changes for the facilities.
- I began gathering data for the Fitness Center and programs within.
- Walked the pool deck to locate areas needing repair. A contractor will be coming out to give us an estimate.
- Spin bike repairs and maintenance occurred
- I had several meetings with residents and extensive communication with the swim team.
- Communicated payroll changes to contractors and aided them in finding liability insurance.

Claims:

- None

Charity Request:

- None

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

- General Information and Reminders from General Operations Manager (Las Calinas light, overflow parking, Vale Park, etc).

Gates:

- Current signage, Arm will come down between each vehicle was re-located from the passenger side of the entry to the driver side of the entry for better visibility.
- Monthly conference call with account manager to ensure all post orders are being followed and any misc. items are addressed if needed.
- Note: the move to Envera has continued to be a positive move.

Engineering report from Shane:

- Continued: Pressure washing of curbs and sidewalks.
- Continued: Grinding, scarifying and replacement of sidewalks throughout the community common area sidewalks.
- All neighborhood signage has been straightened.
- The next batch of 32 Tennis LED lights have been installed.
- Striped 36 parking spots in the golf parking lot yellow.
- We had multiple repairs on boardwalks 3 & 4 due to vandalism.
- Refurbished pump room and surrounding area at Sweetwater pool area.
- A new slide was installed at Oak Common park due to age, wear and tear.
- Painting of exterior of pump rooms and walls around the Amenity center have begun.
- The refurbishment project at Vale Park has begun. We anticipate the park will be closed for the next 4-6 weeks.
- The concrete projects at the Roundabout (broken curb) , South End St (sunk-in utility box) and Sophia Terrace (addition of sidewalk to Boardwalk #6) have been completed.
- Completed 34 FMX requests and 7 planned maintenance tasks.

Landscape report from Jim:

- Planted 215 three-gallon wax myrtles Village Lakes West.
- Cut back all lantana beds.
- Added more plumbago and blue daze to the Amenity Center.
- Installed wax myrtles to Sebastian Lake and emergency access off of Vale Dr.
- Plant protectant applied to areas showing signs of disease.
- Spraying turf and bed weeds.
- Spanish Marsh islands (grass) are being killed so new turf can go into these areas.
- Felled one pine tree along cart path before roundabout.
- Felled two pine trees and raised oaks and magnolias at Calle Norte Park.
- Cleaned all outflows and drains.
- Replace 25 irrigation rotors on the main entry.
- Repaired a 3" irrigation main line break on Vale Dr.
- Replaced 15 6" sprays on North Loop Pkwy.
- Complete irrigation rebuild of zone 24 on South Loop Pkwy. Transitioning from ornamental grass to St Augustine grass.
- Complete irrigation rebuild of zone 9 on Promenade.
- Capped 6 irrigation sprays at the Amenities center.
- Repaired 4 zone lines at VC1.
- Serviced irrigation pump at Riley Park.
- Repaired a 1 ¼" irrigation zone line break at Parkside Park.
- Repaired damaged ACC irrigation controller.
- Trouble shoot three broken zone wires on Vale that were damaged by AT&T.
- Replaced two 2" Hunter irrigation valves on North Loop Pkwy.
- Edged all pine straw off all curbs, gutters, and multi-use paths.

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. Follow-up with resident has taken place. The resident does not have their original sales agreement but does have the warranty paperwork. Will communicate with Katie B from here on our next steps.

Notable Issues:

- **ONGOING:** Race Trac gas station has removed the DOT buffer between US1 and the front of the new gas station. Walt O'Shea is working with their landscaping architect to have the buffer replaced.

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.
- 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.
- 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.
- Camera quotes from Envera.

Projects:

- **Completed:** Cedar fence around the family has been replaced and painted in house.
- **Completed:** Striping the golf course overflow parking spaces.
- **Completed:** Aerobics room refresh (paint, new fans, upper blinds removed, and windows cleaned).
- **Completed:** 36 LED lights at the Tennis Courts installed.
- **Completed:** Planting beds around the covered veranda have been filled with brick in an herringbone pattern. These beds were small and two in a covered area, these areas now look classy and clean.
- A new landscaping coming to our guard houses.
- Aztec grass fill in along the sidewalk of Promenade Pointe. This only goes to approximately lot 684, after lot 684 the planting beds next to the sidewalk are just maintained with pine straw. This is a result of the beds having concrete under them which makes it where plant material will not live.
- Phase 1 of the amenity remodel. Going great!
 - Food and Beverage Closet completed with shelving.
- **At powder coating, scheduled to be installed the week of 3/9:** 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:

- None

Tennis:

- Signups are going well for the Nease Tennis Fundraiser...We should have 35 to 40 of the residents playing with the boys & girls Tennis Teams from Nease.
- We are scheduling another youth "Tennis Pizza Tournament" to be held over spring break...The first one was a success and the parents were asking when we could do another one.
- Preparing for the upcoming Palencia Charity Tennis Tournament to benefit Camp Boggy Creek, April 3rd, 4th & 5th...Should be a great weekend of Tennis...
- Working on a maintenance plan for repairing fences and having two courts completely re-surfaced...late April early May.
- Thanks to Engineering our LED lights are installed. Between this year and last we now have 8 courts completed.

7A

SJSO Off-Duty Roving Patrol Violation Log

Date:	Parking / Roadway Obstruction	Suspicious Activity or Traffic Violation	Adult Golf Cart Infraction	Juvenile Golf Cart Infraction	Adult Mischief	Warning or Citation	Day of the Week	Officer	Notes
02/01/20		6				4 verbal, 1 written and 1 citation	Saturday	Gary Perna	1 verbal and 1 written warning for excessive speed, 3 verbal warnings and 1 citation for stop sign violations.
02/02/20		2				2 verbal warnings	Sunday	Shawn Emert	2 verbal warnings
02/03/20	1	4				1 verbal and 4 written warnings	Monday	Shawn Emert	1 verbal warning for parking violation, 3 written warnings for stop sign violations and 1 written warning for excessive speed.
02/04/20		4				1 verbal and 3 written warnings	Tuesday	Gary Perna	1 verbal and 3 written warnings for stop sign violations.
02/05/20		1				1 written warning	Wednesday	Loren Schneider	1 written warning for stop sign violation.
02/06/20		5				1 verbal and 4 written warnings	Thursday	Thomas Evans	1 verbal warning for excessive speed and 4 written warnings for stop sign violations.
02/07/20							Friday	Gary Perna	no violations
02/08/20		4				3 verbal and 1 written warnings	Saturday	Gary Perna	3 verbal and 1 written warning for excessive speed.
02/09/20		2				2 written warnings	Sunday	Loren Schneider	1 written warning for tag light out and 1 written warning for no proof of insurance.
02/10/20		6				4 verbal and 2 written warnings	Monday	Gary Perna	1 verbal warning for unleashed dog, 1 verbal warning for illegal front driver tint, 2 verbal and 2 written warnings for excessive speed.
02/11/20		2				2 written warnings	Tuesday	Thomas Evans	1 written warning for excessive speed and 1 written warning for stop sign violation.
02/16/20		2				2 written warnings	Sunday	Shawn Emert	1 written warning for excessive speed and 1 written warning for stop sign violation.
02/17/20		4				2 verbal, 1 written warning and 1 citation	Monday	Gary Perna	2 verbal warnings, 1 written warning and 1 citation for excessive speed.
02/18/20		4				4 written warnings	Tuesday	Gary Perna	2 written warnings for excessive speed and 2 written warnings for stop sign violations.
02/19/20		2				1 verbal and 1 written warning	Wednesday	Chad Hallman	1 verbal warning for bicycle for failure to stop at stop sign and 1 written warning for stop sign violation.
02/20/20		3				3 written warnings	Thursday	Thomas Evans	2 written warnings for stop sign violations and 1 written warning for excessive speed.
02/21/20							Friday	Gary Perna	no violations
02/22/20		2				2 written warnings	Saturday	Gary Perna	2 written warnings for excessive speed.
02/23/20		5				2 verbal and 3 written warnings	Sunday	Gary Perna	2 verbal and 3 written warnings for excessive speed.
02/24/20		2				2 verbal warnings	Monday	Aaron Holland	1 verbal warning for bicycle w/o lights after dark and 1 verbal for stop sign violation.
02/25/20							Tuesday	Aaron Holland	no violations
02/27/20		2				1 verbal and 1 written warning	Thursday	Gary Perna	1 verbal and 1 written warning for excessive speed.
02/28/20		1				1 written warning	Friday	Gabe Bagby	1 written warning for stop sign violation.
02/29/20		2		2		2 verbal and 2 written warnings	Saturday	Chad Hallman	2 verbal warning for golf cart violations and 2 written warnings for stop sign violations.
February 2020 Totals									
	1	65	0	2	0				
2020 YTD total									
	3	125	0	2	0				
Month to Month Comparison									
February 2019	4	32	0	0	0				
February 2020	1	65	0	2	0				

MCCDD Board Supervisors "SPEEDERS" Report

February 2020

Rank	MPH	Radar Sign Location	Date of MPH	Day of the Week	Time of Recorded Speeder	Yes/No SJSO
1	48	Southloop	11-Feb	Tuesday	2:30pm	yes
2	45	Southloop	10-Feb	Monday	4:00pm	yes
3	45	Southloop	1-Feb	Saturday	2:30pm	yes
4	45	Southloop	13-Feb	Thursday	11:30am	no
Rank	MPH	Radar Sign Location	Date of MPH	Day of the Week	Time of Recorded Speeder	Yes/No SJSO
1	0	Northloop	0-Jan	0	0:00	

**MCCDD Board Supervisors "SPEEDERS" Report: Southloop Parkway
February 2020**

Date	Vehicle Count	# of Violators	Top Speed	Day of the Week	Violators to Total Vehicles	SJSO Comments
2/1/2020	1369	118	45	Saturday	9%	1 verbal and 1 written warning for excessive speed, 3 verbal warnings and 1 citation for stop sign violations.
2/2/2020	1261	116	41	Sunday	9%	2 verbal warnings
2/3/2020	1570	99	41	Monday	6%	1 verbal warning for parking violation, 3 written warnings for stop sign violations and 1 written warning for excessive speed.
2/4/2020	1674	123	42	Tuesday	7%	1 verbal and 3 written warnings for stop sign violations.
2/5/2020	1643	118	41	Wednesday	7%	1 written warning for stop sign violation.
2/6/2020	1562	111	42	Thursday	7%	1 verbal warning for excessive speed and 4 written warnings for stop sign violations.
2/7/2020	1772	117	40	Friday	7%	no violations
2/8/2020	1427	110	43	Saturday	8%	3 verbal and 1 written warning for excessive speed.
2/9/2020	1271	117	39	Sunday	9%	1 written warning for tag light out and 1 written warning for no proof of insurance.
2/10/2020	1632	122	45	Monday	7%	1 verbal warning for unleashed dog, 1 verbal warning for illegal front driver tint, 2 verbal and 2 written warnings for excessive speed.
2/11/2020	1589	104	48	Tuesday	7%	1 written warning for excessive speed and 1 written warning for stop sign violation.
2/12/2020	1652	136	41	Wednesday	8%	N/A
2/13/2020	1711	104	45	Thursday	6%	N/A
2/14/2020	1667	127	41	Friday	8%	N/A
2/15/2020	1360	96	40	Saturday	7%	N/A
2/16/2020	1095	74	40	Sunday	7%	1 written warning for excessive speed and 1 written warning for faulty equipment.
2/17/2020	1426	106	39	Monday	7%	2 verbal warnings, 1 written warning and 1 citation for excessive speed.
2/18/2020	1613	103	42	Tuesday	6%	2 written warnings for excessive speed and 2 written warnings for stop sign violations.
2/19/2020	1632	104	39	Wednesday	6%	1 verbal warning for bicycle for failure to stop at stop sign and 1 written warning for stop sign violation.
2/20/2020	1621	97	43	Thursday	6%	2 written warnings for stop sign violations and 1 written warning for excessive speed.
2/21/2020	1591	95	44	Friday	6%	no violations
2/22/2020	1448	128	39	Saturday	9%	2 written warnings for excessive speed.
2/23/2020	1252	97	40	Sunday	8%	2 verbal and 3 written warnings for excessive speed.
2/24/2020	1582	99	39	Monday	6%	1 verbal warning for bicycle w/o lights after dark and 1 verbal for stop sign violation.
2/25/2020	1164	72	41	Tuesday	6%	no violations
2/26/2020	1209	80	41	Wednesday	7%	N/A
2/27/2020	1652	114	41	Thursday	7%	1 verbal and 1 written warning for excessive speed.
2/28/2020	469	46	39	Friday	10%	1 written warning for stop sign violation.
2/29/2020	N/A	N/A	N/A	Saturday	N/A	2 verbal warning for golf cart violations and 2 written warnings for stop sign violations.

**MCCDD Board Supervisors "SPEEDERS" Report: Northloop Parkway
February 2020**

Date	Vehicle Count	# of Violators	Top Speed	Day of the Week	% of Violators to Total Vehicles	SJSO Comments
2/1/2020	1056	13	40	Saturday	1%	1 verbal and 1 written warning for excessive speed, 3 verbal warnings and 1 citation for stop sign violations.
2/2/2020	844	14	38	Sunday	2%	2 verbal warnings
2/3/2020	1113	16	37	Monday	1%	1 verbal warning for parking violation, 3 written warnings for stop sign violations and 1 written warning for excessive speed.
2/4/2020	1122	8	37	Tuesday	1%	1 verbal and 3 written warnings for stop sign violations.
2/5/2020	1150	11	37	Wednesday	1%	1 written warning for stop sign violation.
2/6/2020	1106	20	37	Thursday	2%	1 verbal warning for excessive speed and 4 written warnings for stop sign violations.
2/7/2020	1213	17	40	Friday	1%	no violations
2/8/2020	995	11	38	Saturday	1%	3 verbal and 1 written warning for excessive speed.
2/9/2020	900	13	44	Sunday	1%	1 written warning for tag light out and 1 written warning for no proof of insurance.
2/10/2020	1131	8	40	Monday	1%	1 verbal warning for unleashed dog, 1 verbal warning for illegal front driver tint, 2 verbal and 2 written warnings for excessive speed.
2/11/2020	1225	16	40	Tuesday	1%	1 written warning for excessive speed and 1 written warning for stop sign violation.
2/12/2020	1201	13	38	Wednesday	1%	N/A
2/13/2020	1193	8	38	Thursday	1%	N/A
2/14/2020	1194	15	44	Friday	1%	N/A
2/15/2020	1014	12	38	Saturday	1%	N/A
2/16/2020	877	8	37	Sunday	1%	1 written warning for excessive speed and 1 written warning for faulty equipment.
2/17/2020	1070	13	38	Monday	1%	2 verbal warnings, 1 written warning and 1 citation for excessive speed.
2/18/2020	1125	7	38	Tuesday	1%	2 written warnings for excessive speed and 2 written warnings for stop sign violations.
2/19/2020	1244	11	37	Wednesday	1%	1 verbal warning for bicycle for failure to stop at stop sign and 1 written warning for stop sign violation.
2/20/2020	1108	11	42	Thursday	1%	2 written warnings for stop sign violations and 1 written warning for excessive speed.
2/21/2020	1188	18	40	Friday	2%	no violations
2/22/2020	1004	12	38	Saturday	1%	2 written warnings for excessive speed.
2/23/2020	871	16	41	Sunday	2%	2 verbal and 3 written warnings for excessive speed.
2/24/2020	1162	11	39	Monday	1%	1 verbal warning for bicycle w/o lights after dark and 1 verbal for stop sign violation.
2/25/2020	1093	14	38	Tuesday	1%	no violations
2/26/2020	1115	7	38	Wednesday	1%	N/A
2/27/2020	1206	13	40	Thursday	1%	1 verbal and 1 written warning for excessive speed.
2/28/2020	315	5	40	Friday	2%	1 written warning for stop sign violation.
2/29/2020	N/A	N/A	N/A	Saturday	N/A	2 verbal warning for golf cart violations and 2 written warnings for stop sign violations.

Ninth Order of Business

9A.

RESOLUTION 2020-5

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

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

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

PASSED AND ADOPTED THIS 18th DAY OF MARCH, 2020.

ATTEST:

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

EXHIBIT “A”**MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
INTERNAL CONTROLS POLICY****1. Purpose.**

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Marshall Creek Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. “Abuse” means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. “Assets” means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. “Auditor” means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. “Board” means the Board of Supervisors for the District.
- 2.5. “District Management” means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
 - 4.1.1. Identifying potential hazards.
 - 4.1.2. Evaluating the likelihood and extent of harm.
 - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

- 7.1. Internal Reviews. District Management shall internally review the District’s Internal Controls at least once per year. In connection with this internal review, District Management shall:
 - 7.1.1.1. Review its operational processes.
 - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
 - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
 - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), *Florida Statutes*

Effective date: [REDACTED], 2020

Eleventh 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: March 04, 2020****SUBJECT: February Financial Report**

Attached, please find the February 2020 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 81.42% of the annual budget. Annual Assessments via Tax Collector are approximately 85% collected. District Billed Assessments are at 99.10% and Tennis Membership Revenues are at 73.89% of the annual budget. Special Assessments-Discount was budgeted at 3% instead of 4% of Special Assessments-Tax Collector.
- For the current month, year-to-date expenditures should be approximately 41.7% of annual budget, and are currently at 50.98% of the budget.

Debt Service Funds:**Series 2002**

- Annual Assessments via Tax Collector are approximately 85% collected, and Direct Billed Assessments are 100% collected. \$25,000 prepayment was made on 11/01/2019. \$ 343,189 represents Series 2002 payoff and balance of 2019-2020 Assessments.

Series 2015

- Annual Assessments via Tax Collector are approximately 85% collected. \$45,000 prepayment was made on 11/01/2019.

Series 2016

- Annual Assessments via Tax Collector are approximately 85% collected. \$ 15,000 prepayment was made on 11/01/2019.

Construction Fund:

- Revenues recorded are interest earned on Investments.
- Interfund Transfer-In represents funds transfer from Capital Improvement and Refunding Special Assessment Bonds Series 2015A to construction fund.

MARSHALL CREEK
Community Development District

Financial Report

February 29, 2020

Prepared by



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MARSHALL CREEK
Community Development District

Financial Statements

(Unaudited)

February 29, 2020

Balance Sheet
February 29, 2020

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 CONSTRUCTION FUND	TOTAL
ASSETS							
Cash - Checking Account	\$ 639,167	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 639,167
Cash with Fiscal Agent	900,000	-	-	-	-	-	900,000
Assessments Receivable	58,190	4,298	149,887	-	-	-	212,375
Allow-Doubtful Collections	(40,726)	(2,149)	(100,208)	-	-	-	(143,083)
Due From Other Districts	86,897	-	-	-	-	-	86,897
Due From Other Funds	-	85,921	-	-	8,509	-	94,430
Investments:							
Money Market Account	1,971,905	-	-	-	-	-	1,971,905
Construction Fund A	-	-	-	-	-	3,264	3,264
Prepayment Account	-	-	343,213	-	20	-	343,233
Prepayment Account A	-	-	-	9,952	-	-	9,952
Reserve Fund	-	-	203,825	-	31,330	-	235,155
Reserve Fund A	-	-	-	483,938	-	-	483,938
Revenue Fund	-	-	1,264,837	-	62,743	-	1,327,580
Revenue Fund A	-	-	-	562,685	-	-	562,685
Prepaid Items	13,533	-	-	-	-	-	13,533
TOTAL ASSETS	\$ 3,628,966	\$ 88,070	\$ 1,861,554	\$ 1,056,575	\$ 102,602	\$ 3,264	\$ 6,741,031
LIABILITIES							
Accounts Payable	\$ 11,796	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,796
Accrued Expenses	16,433	-	-	-	-	-	16,433
Due To Other Districts	55,101	-	-	-	-	-	55,101
Deferred Revenue	17,464	2,149	49,679	-	-	-	69,292
Due To Other Funds	85,921	-	8,509	-	-	-	94,430
TOTAL LIABILITIES	186,715	2,149	58,188	-	-	-	247,052
FUND BALANCES							
Nonspendable:							
Prepaid Items	13,533	-	-	-	-	-	13,533
Restricted for:							
Debt Service	-	-	1,803,366	1,056,575	102,602	-	2,962,543
Capital Projects	-	-	-	-	-	3,264	3,264
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:	2,122,877	85,921	-	-	-	-	2,208,798
TOTAL FUND BALANCES	\$ 3,442,251	\$ 85,921	\$ 1,803,366	\$ 1,056,575	\$ 102,602	\$ 3,264	\$ 6,493,979
TOTAL LIABILITIES & FUND BALANCES	\$ 3,628,966	\$ 88,070	\$ 1,861,554	\$ 1,056,575	\$ 102,602	\$ 3,264	\$ 6,741,031

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>FEB-20 ACTUAL</u>
<u>REVENUES</u>				
Interest - Investments	\$ 12,000	\$ 9,278	77.32%	\$ 2,301
FEMA Grants	-	31,763	0.00%	23,275
Shared Rev - Other Local Units	530,463	530,463	100.00%	530,463
Interlocal Agreement - Other	347,590	144,829	41.67%	28,966
Other Physical Environment Rev	12,000	4,000	33.33%	-
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	1,433	81.89%	896
S/F Rental Fees	3,500	825	23.57%	-
S/F Snack Bar Revenue	3,000	328	10.93%	-
Tennis Merchandise Sales	15,000	9,582	63.88%	3,795
Tennis Special Events&Socials	1,000	-	0.00%	-
Tennis Lessons & Clinics	205,000	114,022	55.62%	19,519
Tennis Ball Machine Rental Fee	3,500	3,250	92.86%	250
Tennis Membership	40,000	29,555	73.89%	1,070
Interest - Tax Collector	-	5,434	0.00%	-
Special Assmnts- Tax Collector	3,477,421	2,981,688	85.74%	-
Special Assmnts- CDD Collected	13,448	13,327	99.10%	-
Special Assmnts- Discounts	(104,342)	(117,506)	112.62%	-
Other Miscellaneous Revenues	1,000	1,908	190.80%	136
Gate Bar Code/Remotes	4,400	1,880	42.73%	323
Impact Fee	30,000	15,423	51.41%	4,845
TOTAL REVENUES	4,644,730	3,781,652	81.42%	615,839

EXPENDITURES

Administration

P/R-Board of Supervisors	8,000	3,083	38.54%	663
ProfServ-Arbitrage Rebate	1,200	600	50.00%	600
ProfServ-Dissemination Agent	3,000	-	0.00%	-
ProfServ-Engineering	25,000	5,373	21.49%	860
ProfServ-Legal Services	75,000	13,799	18.40%	2,895
ProfServ-Mgmt Consulting Serv	62,700	26,125	41.67%	5,225
ProfServ-Special Assessment	15,000	15,000	100.00%	-
ProfServ-Trustee Fees	11,400	2,876	25.23%	251
Auditing Services	4,675	-	0.00%	-
Postage and Freight	5,600	1,856	33.14%	210
Insurance - General Liability	28,980	28,486	98.30%	7,872

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>FEB-20 ACTUAL</u>
Printing and Binding	4,000	841	21.03%	26
Legal Advertising	3,000	471	15.70%	180
Miscellaneous Services	6,000	4,561	76.02%	1,031
Misc-Assessmnt Collection Cost	69,548	57,284	82.37%	-
Shared Exp - Other Local Units	585,565	585,565	100.00%	585,565
Office Supplies	500	372	74.40%	120
Annual District Filing Fee	175	175	100.00%	-
Total Administration	909,343	746,467	82.09%	605,498
<u>Other Public Safety</u>				
Payroll-Benefits	13,387	3,196	23.87%	804
Payroll-Engineering	64,383	26,413	41.02%	4,510
Payroll-Gate Maintenance	2,496	775	31.05%	145
Contracts-Security Services	273,750	49,762	18.18%	11,541
Contracts-Roving Patrol	40,000	15,330	38.33%	3,080
R&M-Gate	20,000	5,106	25.53%	1,571
Misc-Bar Codes	4,100	2,400	58.54%	(671)
Total Other Public Safety	418,116	102,982	24.63%	20,980
<u>Field</u>				
Payroll-Benefits	10,283	2,559	24.89%	643
Payroll-Engineering	49,975	21,130	42.28%	3,608
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	3,612	46.79%	141
R&M-Buildings	15,000	5,437	36.25%	-
R&M-Electrical	12,500	2,331	18.65%	957
R&M-Fountain	41,000	48,112	117.35%	-
R&M-Mulch	5,600	-	0.00%	-
R&M-Roads & Alleyways	30,000	11,083	36.94%	412
R&M-Sidewalks	20,000	4,632	23.16%	40
R&M-Signage	6,000	2,971	49.52%	210
Cap Outlay-Machinery and Equip	-	5,149	0.00%	-
Reserve - Field	100,000	-	0.00%	-
Total Field	306,078	107,016	34.96%	6,011

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>FEB-20 ACTUAL</u>
<u>Landscape Services</u>				
Payroll-Salaries	204,095	74,264	36.39%	12,192
Payroll-Other	4,000	-	0.00%	-
Payroll-Administrative	7,058	2,240	31.74%	448
Payroll-Benefits	84,933	32,582	38.36%	6,863
Payroll-General Staff	129,574	53,042	40.94%	9,836
Payroll-Irrigation Staff	63,619	28,685	45.09%	5,457
Payroll-IPM Staff	84,979	29,622	34.86%	6,561
Payroll-Equipment Mechanic	27,409	12,890	47.03%	2,486
Payroll Taxes	38,990	15,356	39.38%	2,798
ProfServ-Info Technology	1,000	-	0.00%	-
Communication - Telephone	3,298	1,379	41.81%	277
Utility - Cable TV Billing	2,000	833	41.65%	170
Electricity - General	4,000	1,179	29.48%	197
Utility - Refuse Removal	13,500	4,372	32.39%	296
Utility - Water & Sewer	3,360	763	22.71%	(29)
Rentals - General	1,500	-	0.00%	-
R&M-Buildings	5,500	6,808	123.78%	135
R&M-Equipment	30,000	15,484	51.61%	722
R&M-Grounds	53,729	4,520	8.41%	(81)
R&M-Irrigation	21,000	8,303	39.54%	2,065
R&M-Mulch	79,360	51,917	65.42%	195
R&M-Pump Station	15,000	1,954	13.03%	729
R&M-Trees and Trimming	15,000	16,350	109.00%	900
Misc-Employee Meals	7,000	4,285	61.21%	88
Office Equipment	500	325	65.00%	-
Op Supplies - General	21,500	6,937	32.27%	1,309
Op Supplies - Uniforms	7,408	1,402	18.93%	-
Op Supplies - Fuel, Oil	12,500	5,487	43.90%	1,041
Impr - Landscape	57,452	17,185	29.91%	1,662
Cap Outlay-Machinery and Equip	36,000	24,861	69.06%	-
Total Landscape Services	1,035,264	423,025	40.86%	56,317
<u>Utilities</u>				
Electricity - Streetlighting	75,000	33,082	44.11%	6,670
Utility - Water & Sewer	2,500	2,627	105.08%	351
R&M-Lake	53,080	21,450	40.41%	4,290
Total Utilities	130,580	57,159	43.77%	11,311

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>FEB-20 ACTUAL</u>
<u>Operation & Maintenance</u>				
Payroll-Shared Personnel	347,590	137,756	39.63%	26,644
ProfServ-Field Management	277,229	130,553	47.09%	21,571
Travel and Per Diem	400	-	0.00%	-
Communication - Telephone	3,000	45	1.50%	-
Postage and Freight	200	101	50.50%	-
Rentals - General	1,905	1,905	100.00%	-
R&M-Vehicles	6,000	12	0.20%	-
Printing and Binding	4,500	1,672	37.16%	371
Misc-Connection Computer	3,000	1,937	64.57%	-
Billback Expenses Developer	-	(341)	0.00%	(658)
Office Supplies	1,750	1,479	84.51%	165
Op Supplies - General	8,900	923	10.37%	220
Total Operation & Maintenance	654,474	276,042	42.18%	48,313
<u>Parks and Recreation - General</u>				
ProfServ-Mgmt Consulting Serv	24,000	10,000	41.67%	2,000
Insurance -Property & Casualty	100,850	94,352	93.56%	23,588
Total Parks and Recreation - General	124,850	104,352	83.58%	25,588
<u>Clubhouse</u>				
Contracts-Misc Labor	5,500	3,085	56.09%	2,385
Contracts-Outside Fitness	17,720	4,746	26.78%	980
R&M-Buildings	10,000	9,204	92.04%	-
R&M-Equipment	3,000	957	31.90%	-
Misc-Special Events	25,000	10,526	42.10%	130
Cap Outlay-Machinery and Equip	2,500	-	0.00%	-
Cap Outlay-Clubhouse	-	83,139	0.00%	46,293
Total Clubhouse	63,720	111,657	175.23%	49,788
<u>Swimming Pool</u>				
Payroll-Salaries	57,706	34,909	60.49%	6,499
Payroll-Hourly	68,640	13,249	19.30%	2,694
Payroll-Lifeguards	37,000	897	2.42%	-
Payroll-Benefits	29,104	15,050	51.71%	3,176
Payroll-Engineering	51,175	19,973	39.03%	3,535
Payroll-Janitor	6,240	3,240	51.92%	654
Payroll Taxes	13,003	3,880	29.84%	673
ProfServ-Info Technology	2,500	120	4.80%	-
ProfServ-Swim Pool Commiss	3,000	153	5.10%	-
Contracts-Landscape	3,500	-	0.00%	(1,167)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-20 ACTUAL
Travel and Per Diem	400	47	11.75%	-
Communication - Telephone	4,925	2,389	48.51%	482
Utility - General	55,000	25,919	47.13%	(247)
Utility - Cable TV Billing	1,896	1,349	71.15%	285
Utility - Refuse Removal	2,050	1,328	64.78%	260
R&M-Buildings	20,000	11,153	55.77%	6,798
R&M-Pools	33,000	7,359	22.30%	1,645
R&M-Vehicles	500	-	0.00%	-
Advertising	1,500	550	36.67%	110
Miscellaneous Services	1,500	-	0.00%	-
Misc-Employee Meals	4,585	3,498	76.29%	-
Misc-Training	2,500	600	24.00%	-
Misc-Licenses & Permits	2,000	-	0.00%	-
Office Supplies	2,000	942	47.10%	114
Cleaning Supplies	2,250	147	6.53%	-
Office Equipment	1,250	703	56.24%	-
Snack-Bar Expenses	2,500	-	0.00%	-
Op Supplies - Spa & Paper	2,500	268	10.72%	159
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	15,771	394.28%	-
Cap Outlay - Pool Furniture	7,500	349	4.65%	-
Total Swimming Pool	440,424	163,843	37.20%	25,670
<u>Tennis Court</u>				
Payroll-Salaries	126,000	46,104	36.59%	8,816
Payroll-Hourly	37,000	15,885	42.93%	3,075
Payroll-Benefits	38,182	13,987	36.63%	2,716
Payroll-Engineering	38,331	14,979	39.08%	2,651
Payroll-Commission	184,500	100,271	54.35%	20,202
Payroll Taxes	26,465	9,206	34.79%	2,026
ProfServ-Administrative	500	-	0.00%	-
ProfServ-Info Technology	1,000	2,578	257.80%	-
Contracts-Janitorial Services	6,500	2,500	38.46%	500
Communication - Telephone	3,600	1,105	30.69%	223
Utility - Cable TV Billing	2,903	1,189	40.96%	253
Electricity - General	13,500	5,856	43.38%	1,127
Utility - Refuse Removal	1,500	986	65.73%	260
Utility - Water & Sewer	1,200	746	62.17%	111

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-20 ACTUAL
Rental/Lease - Vehicle/Equip	1,700	660	38.82%	132
R&M-General	6,500	2,416	37.17%	687
R&M-Court Maintenance	10,000	5,552	55.52%	1,037
R&M-Vandalism	500	-	0.00%	-
Printing and Binding	1,000	-	0.00%	-
Advertising	1,500	550	36.67%	110
Misc-Employee Meals	2,200	1,608	73.09%	-
Misc-Special Events	1,000	457	45.70%	-
Misc-Training	500	-	0.00%	-
Office Supplies	3,800	1,036	27.26%	531
Office Equipment	1,000	-	0.00%	-
Teaching Supplies	3,500	1,300	37.14%	537
Op Supplies - Uniforms	500	318	63.60%	-
COS - Start Up Inventory	8,000	5,210	65.13%	704
Subscriptions and Memberships	800	633	79.13%	-
Cap Outlay-Machinery and Equip	38,200	40,383	105.71%	-
Total Tennis Court	561,881	275,515	49.03%	45,698
TOTAL EXPENDITURES	4,644,730	2,368,058	50.98%	895,174
Excess (deficiency) of revenues Over (under) expenditures	-	1,413,594	0.00%	(279,335)
Net change in fund balance	\$ -	\$ 1,413,594	0.00%	\$ (279,335)
FUND BALANCE, BEGINNING (OCT 1, 2019)	2,028,657	2,028,657		
FUND BALANCE, ENDING	\$ 2,028,657	\$ 3,442,251		

Marshall CreekCommunity Development District

Notes to the Financial Statements**Assets**

- ▶ Cash with Fiscal Agent represents transfer from checking account to money market account.
- ▶ Assessments Receivable represents amounts due for delinquent assessments in FY2017, FY2018 and FY2019.
- ▶ Allow-Doubtful Collections represents amounts due for delinquent assessments for FY2017 and FY2018.
- ▶ Due From Other Districts represents payroll shared from Sweetwater Creek.
- ▶ District has two MMA with General Fund monies with BB&T and Bank United. (See Cash & Investments Report for details.)
- ▶ Prepaid Items represents payment for security 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.
- ▶ Due To Other Districts represents net shared expenditures due to Sweetwater after the true-up for FY2019.
- ▶ Deferred Revenue represents assessments for FY2019 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.

Marshall Creek

Statement of Revenues

Community Development District

Notes to the Financial Statements

Budget Analysis - Significant Variances

Account Name	Budget	YTD Actual	% of Budget	Explanation
<u>Administrative</u>				
ProfServ-Special Assessment	\$15,000	\$15,000	100%	Paid in full.
Insurance-General Liability	\$28,980	\$28,486	98%	Insurance Policy FY2020 paid in full.
Miscellaneous Services	\$6,000	\$4,561	76%	Bank services charges and stop payment charge.
<u>Other Public Safety</u>				
Misc-Bar Codes	\$4,100	\$2,400	59%	Sold more bar codes than budgeted increased rev.
<u>Field</u>				
R&M-Boardwalks	\$7,720	\$3,612	47%	Misc. small equipment purchases.
R&M-Buildings	\$15,000	\$5,437	36%	Software renewal from 11/01-10/31/2020.
R&M-Fountain	\$41,000	\$48,112	117%	Village Green Railing replmnt instead of repairing.
R&M-Roads & Alleyways	\$45,000	\$87,852	195%	Sewer repair, and repairs at 184 Spanish Marsh.
R&M Signage	\$6,000	\$2,971	50%	Misc. Purchase of various signs.
Cap Outlay-Machinery and Equip	\$0	\$5,149		Purchase of floor Scrubber.
<u>Landscape Services</u>				
R&M-Buildings	\$5,500	\$6,808	124%	Re-insulate air handler, replace all duct work.
R&M Equipment	\$30,000	\$15,484	52%	Tires, deck belt, deck pulley, batteries and idler arm.
R&M-Mulch	\$79,360	\$51,917	65%	Purchase 6 trailers of mulch.
R&M-Trees and Trimming	\$15,000	\$16,350	109%	Raise canopies on Palencia Village Dr at the main entrance.
Misc. Employees Meals	\$7,000	\$4,285	61%	Safety program FY2019 and Gifts cards for staff appreciation.
Op Supplies-Fuel, Oil	\$12,500	\$5,484	44%	This is higher due to the addition of vehicles.
Cap Outlay-Machinery and Equip	\$36,000	\$24,861	69%	Purchase of new club car.
<u>Utilities</u>				
Utility-Water & Sewer	\$2,500	\$2,627	105%	Utility thru Feb. 2020, consumption is higher than last year.
<u>Operation & Maintenance</u>				
Misc-Connection Computers	\$3,000	\$1,937	65%	Purchase of laptop, APC battery backup.
<u>Parks and Recreation-General</u>				
Insurance-Property & Casualty	\$100,850	\$94,352	94%	Insurance Policy FY2020-Property paid in full.
<u>Clubhouse</u>				
Contracts-Misc Labor	\$5,500	\$3,085	56%	Post terminate treatment.
R&M Buildings	\$10,000	\$9,204	92%	Replacement of thermostats, all dampers/control system.
Cap Outlay-Clubhouse	\$0	\$83,139		Phase 1 enclose & making storage area.

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

Marshall Creek

Statement of Revenues

Community Development District

Notes to the Financial Statements

Budget Analysis - Significant Variances

Account Name	Budget	YTD Actual	% of Budget	Explanation
<u>Swimming Pool</u>				
Payroll-Salaries	\$57,706	\$34,909	60%	Staff increases.
Payroll-Benefits	\$29,104	\$15,050	52%	Staff increases.
Payroll-Janitor	\$6,240	\$3,240	52%	Staff increases.
Communication-Telephone	\$4,925	\$2,389	49%	Services from Comcast and AT&T through current month.
Utility-General	\$55,000	\$25,919	47%	Services from FPL and St Johns Utility through current month.
Utility-Cable TV Billing	\$1,896	\$1,349	71%	Service from Comcast through current month.
Utility-Refuse Removal	\$2,050	\$1,328	65%	Service from Republic Services of FL through current month.
R&M Buildings	\$20,000	\$11,153	56%	Purchase of Cedar wood for fence.
Cap Outlay-Machinery and Equip	\$4,000	\$15,771	394%	Install 2-100 AMP SVC on Market St. and purchase of AV.
Misc. Employees Meals	\$4,585	\$3,498	76%	Safety program FY2019 and Gifts cards for staff appreciation.
<u>Tennis Court</u>				
Payroll Commission	\$184,500	\$100,271	54%	Tennis lessons thru Feb. 2020.
ProfServ-Info Technology	\$1,000	\$2,578	258%	Services from Clubsystems group for computers.
Utility-Refuse Removal	\$1,500	\$986	66%	Service from Rep. Services of FL through current month.
Utility-Water & sewer	\$1,200	\$746	62%	Service from St Johns Utility are higher than expected.
R&M- Court Maintenance	\$10,000	\$5,552	56%	Purchase of Hydroblend, course blend, rake panels and more.
Misc. Employees Meals	\$2,200	\$1,608	73%	Safety program FY2019/ Gifts cards for staff appreciation.
COS-Start Up Inventory	\$8,000	\$5,210	65%	Purchase of various racquets and teaching balls..
Cap-Outlay-Machinery and Equip	\$38,200	\$40,383	106%	LED retro fit 32 lights.

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 February 29, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-20 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ -	0.00%	\$ -
Special Assmnts- Tax Collector	51,149	43,858	85.75%	-
Special Assmnts- CDD Collected	1,668	1,668	100.00%	-
Special Assmnts- Discounts	(2,046)	(1,728)	84.46%	-
TOTAL REVENUES	50,771	43,798	86.27%	-
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	1,023	843	82.40%	-
Total Administration	1,023	843	82.40%	-
TOTAL EXPENDITURES	1,023	843	82.40%	-
Excess (deficiency) of revenues Over (under) expenditures	49,748	42,955	0.00%	-
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	\$ 42,955	0.00%	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2019)	42,966	42,966		
FUND BALANCE, ENDING	\$ 92,714	\$ 85,921		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-20 ACTUAL
REVENUES				
Interest - Investments	\$ 250	\$ 1,686	674.40%	\$ 205
Special Assmnts- Tax Collector	1,168,674	1,002,069	85.74%	-
Special Assmnts- Prepayment	-	343,189	0.00%	-
Special Assmnts- CDD Collected	38,056	38,056	100.00%	-
Special Assmnts- Discounts	(46,747)	(39,491)	84.48%	-
TOTAL REVENUES	1,160,233	1,345,509	115.97%	205
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	23,373	19,252	82.37%	-
Total Administration	23,373	19,252	82.37%	-
Debt Service				
Principal Debt Retirement	540,000	-	0.00%	-
Principal Prepayments	-	25,000	0.00%	-
Interest Expense	540,750	270,375	50.00%	-
Total Debt Service	1,080,750	295,375	27.33%	-
TOTAL EXPENDITURES	1,104,123	314,627	28.50%	-
Excess (deficiency) of revenues Over (under) expenditures	56,110	1,030,882	0.00%	205
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	343,189	0.00%	343,189
Operating Transfers-Out	-	(8,509)	0.00%	(8,509)
Contribution to (Use of) Fund Balance	56,110	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	56,110	334,680	0.00%	334,680
Net change in fund balance	\$ 56,110	\$ 1,365,562	0.00%	\$ 334,885
FUND BALANCE, BEGINNING (OCT 1, 2019)	437,804	437,804		
FUND BALANCE, ENDING	\$ 493,914	\$ 1,803,366		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-20 ACTUAL
REVENUES				
Interest - Investments	\$ 600	\$ 3,630	605.00%	\$ 734
Special Assmnts- Tax Collector	1,026,794	876,303	85.34%	-
Special Assmnts- Prepayment	-	9,693	0.00%	-
Special Assmnts- Discounts	(41,072)	(34,535)	84.08%	-
TOTAL REVENUES	986,322	855,091	86.69%	734
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	20,536	16,835	81.98%	-
Total Administration	20,536	16,835	81.98%	-
Debt Service				
Principal Debt Retirement	520,000	-	0.00%	-
Principal Prepayments	-	45,000	0.00%	-
Interest Expense	452,700	226,350	50.00%	-
Total Debt Service	972,700	271,350	27.90%	-
TOTAL EXPENDITURES	993,236	288,185	29.01%	-
Excess (deficiency) of revenues Over (under) expenditures	(6,914)	566,906	0.00%	734
OTHER FINANCING SOURCES (USES)				
Operating Transfers-Out	-	(345,724)	0.00%	(343,668)
Contribution to (Use of) Fund Balance	(6,914)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(6,914)	(345,724)	0.00%	(343,668)
Net change in fund balance	\$ (6,914)	\$ 221,182	0.00%	\$ (342,934)
FUND BALANCE, BEGINNING (OCT 1, 2019)	835,393	835,393		
FUND BALANCE, ENDING	\$ 828,479	\$ 1,056,575		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-20 ACTUAL
REVENUES				
Interest - Investments	\$ 400	\$ 399	99.75%	\$ 51
Special Assmnts- Tax Collector	65,650	55,425	84.42%	-
Special Assmnts- Discounts	(2,626)	(2,184)	83.17%	-
TOTAL REVENUES	63,424	53,640	84.57%	51
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	1,313	1,065	81.11%	-
Total Administration	1,313	1,065	81.11%	-
Debt Service				
Principal Debt Retirement	10,000	-	0.00%	-
Principal Prepayments	-	15,000	0.00%	-
Interest Expense	48,032	24,016	50.00%	-
Total Debt Service	58,032	39,016	67.23%	-
TOTAL EXPENDITURES	59,345	40,081	67.54%	-
Excess (deficiency) of revenues Over (under) expenditures	4,079	13,559	0.00%	51
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	8,509	0.00%	8,509
Contribution to (Use of) Fund Balance	4,079	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	4,079	8,509	0.00%	8,509
Net change in fund balance	\$ 4,079	\$ 22,068	0.00%	\$ 8,560
FUND BALANCE, BEGINNING (OCT 1, 2019)	80,534	80,534		
FUND BALANCE, ENDING	\$ 84,613	\$ 102,602		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-20 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 8	0.00%	\$ 3
TOTAL REVENUES	-	8	0.00%	3
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	0.00%	-
Excess (deficiency) of revenues Over (under) expenditures	-	8	0.00%	3
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	2,535	0.00%	479
TOTAL FINANCING SOURCES (USES)	-	2,535	0.00%	479
Net change in fund balance	\$ -	\$ 2,543	0.00%	\$ 482
FUND BALANCE, BEGINNING (OCT 1, 2019)	-	721		
FUND BALANCE, ENDING	\$ -	\$ 3,264		

MARSHALL CREEK
Community Development District

Supporting Schedules

February 29, 2020

**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
01/16/20	1,610,316	68,466	32,864	1,711,645	1,029,086	15,137	667,422
01/30/20	805,831	31,111	16,446	853,387	513,079	7,547	332,761
TOTAL				\$ 4,959,342	\$ 2,981,688	\$ 43,858	\$ 1,933,797
TOTAL OUTSTANDING				\$ 824,536	\$ 495,733	\$ 7,292	\$ 321,511
% COLLECTED TO DATE				85.74%	85.74%	85.74%	85.74%

(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
2016/2017	072420-0493	76,098	24,920	-	51,178
2017/2018	072420-0493	66,985	15,806	2,149	49,030
2018/2019	Unidentified Parcel	2,824	2,174	-	650
2018/2019	072420-0493	66,469	15,290	2,149	49,030
Total O/S		\$ 212,375	\$ 58,190	\$ 4,298	\$ 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%
10/18/18	1,999			1,999	1,999	-	-
11/26/19	19,983			19,983	121	834	19,028
12/20/19	31,069			31,069	11,207	\$ 834	\$ 19,028
		-			-	-	-
TOTAL	\$ 53,051	\$ -	\$ -	\$ 53,051	\$ 13,327	\$ 1,668	\$ 38,056
% COLLECTED TO DATE				100%	99%	100%	100%

MARSHALL CREEK
Community Development District

Construction Report
Series 2015A Bonds

Recap of Capital Project Fund Activity Through February 29, 2020

Source of Funds:	<u>Amount</u>
Opening Balance in Construction Account	\$ 1,508,037
Opening Balance in Cost of Issuance account	159,750
 Interest Earned	
Construction Account	\$ 8,744
Cost of Issuance Account	4
Reserve Account (transferred)	<u>3,752</u>
	<u>\$ 12,501</u>
 Total Source of Funds:	 <u>\$ 1,680,288</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	<u> </u>
Total Use of Funds:	 <u>\$ 1,677,024</u>
 Net Available Amount to Spend in Construction Account at February 29, 2020	 <u>\$ 3,264</u>

Cash and Investment Report

February 29, 2020

<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%	\$639,167
Cash with Fiscal Agent					\$900,000
BB&T MMA	BB&T	Money Market	n/a	1.42%	\$119,480
BU MMA	BU	BU MMA	n/a	1.50%	\$1,852,425
				Subtotal	\$3,511,072
DEBT SERVICE FUNDS					
Series 2002 Prepayment Fund	US Bank	Government Obligation Fund	n/a	1.30	\$343,213 (1)
Series 2002 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.30	\$203,825 (1)
Series 2002 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.30	\$1,264,837 (1)
Series 2015A Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.30	\$9,952 (1)
Series 2015A Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.30	\$483,938 (1)
Series 2015A Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.30	\$562,685 (1)
Series 2016 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.30	\$20 (1)
Series 2016 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.30	\$31,330 (1)
Series 2016 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.30	\$62,743 (1)
Series 2015A Construction Account	US Bank	US Bank Open-Ended Commercial Paper	n/a	1.30	\$3,264 (1)
				Subtotal	\$2,965,807
				Total	\$6,476,879

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

Payroll Invoice Approval Listing

February 29, 2020

Week	Date	Amount
Week # 7	02/14/20	\$58,556.12
Week # 9	02/28/20	\$55,390.71
Total		\$113,946.83

Statistical Summary

Company:49Z - Marshal Creek Cor Service Center:0030 SEMA
 Week#:7
 Qtr/Year:1/2020

Pay Date:02/14/2020
 Run Time/Date:16:45:32 PM EST 02/10/2020

Status:Under Review
 P/E Date:02/09/2020

Taxes Debited	Federal Income Tax	4,510.78	
	Earned Income Credit Advances	0.00	
	Social Security - EE	3,375.41	
	Social Security - ER	3,375.37	
	Social Security Adj - EE	0.00	
	Medicare - EE	789.47	
	Medicare - ER	789.40	
	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	12,840.43		
Other Transfers	ADP Check Acct. No.0000241662195Tran/ABA263191387	10,925.47	
	Full Service Direct Deposit Acct. No.0000241662195Tran/ABA263191387	34,790.22	
Total Amount Debited From Your Account		58,556.12	Total Liability
Bank Debits & Other Liability	Adjustments/Prepay/Voids	0.00	58,556.12
Taxes- Your Responsibility	None this payroll		58,556.12

Handwritten: 2/13/20
 K. Owens

Statistical Summary

Company:49Z - Marshal Creek Cor Service Center:0030 SEMA
 Week#:9
 Qtr/Year:1/2020

Pay Date:02/28/2020
 Run Time/Date:14:47:53 PM EST 02/24/2020

Status:Under Review
 P/E Date:02/23/2020

Taxes Debited	Federal Income Tax	3,863.11		
	Earned Income Credit Advances	0.00		
	Social Security - EE	3,193.00		
	Social Security - ER	3,193.07		
	Social Security Adj - EE	0.00		
	Medicare - EE	746.73		
	Medicare - ER	746.77		
	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	11,742.68		
Other Transfers	ADP Check Acct. No.0000241662195Tran/ABA263191387	11,723.31		
	Full Service Direct Deposit Acct. No.0000241662195Tran/ABA263191387	31,924.72		
	Total Amount Debited From Your Account		55,390.71	
Bank Debits & Other Liability	Adjustments/Prepay/Voids	0.00		
Taxes- Your Responsibility	None this payroll			
			Total Liability	55,390.71
				55,390.71
				55,390.71

X. Williams
 2/28/20

Marshall Creek CDD

Bank Reconciliation

Bank Account No. 2195 BB&T GF NEW
 Statement No. 02-20
 Statement Date 2/29/2020

G/L Balance (LCY)	639,167.14	Statement Balance	1,629,073.78
G/L Balance	639,167.14	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	1,629,073.78
Subtotal	639,167.14	Outstanding Checks	989,906.64
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	639,167.14	Ending Balance	639,167.14
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
12/20/2019	Payment	13552	TAYLOR SIGN & DESIGN, IMC	2,238.00	0.00	2,238.00
12/23/2019	Payment	13603	ZUZANA PADUANO	223.65	0.00	223.65
1/9/2020	Payment	13622	BRENDAN KOPAR	603.53	0.00	603.53
1/9/2020	Payment	13658	ZUZANA PADUANO	304.65	0.00	304.65
1/23/2020	Payment	13732	MONICA FOURMAN	105.00	0.00	105.00
1/23/2020	Payment	13743	ZUZANA PADUANO	40.50	0.00	40.50
1/31/2020	Payment	13787	BB&T-2049	379.00	0.00	379.00
1/31/2020	Payment	13806	MARY ELLEN SHAW	40.00	0.00	40.00
1/31/2020	Payment	13810	MONICA FOURMAN	210.00	0.00	210.00
1/31/2020	Payment	13811	NOELANI TAYLOR	70.00	0.00	70.00
2/10/2020	Payment	13840	NEIGHBORHOOD PUBLICATIONS	440.00	0.00	440.00
2/19/2020	Payment	13877	GLENDA MALEWICKI	35.00	0.00	35.00
2/19/2020	Payment	13879	JERMAINE SOLOMON	150.00	0.00	150.00
2/19/2020	Payment	13882	MONICA FOURMAN	157.50	0.00	157.50
2/19/2020	Payment	13883	NOELANI TAYLOR	70.00	0.00	70.00
2/19/2020	Payment	13889	TURNER ACE ST. AUGUSTINE, INC	9.35	0.00	9.35
2/19/2020	Payment	13894	CRONIN ACE HARDWARE	59.10	0.00	59.10
2/19/2020	Payment	13896	ELIANA N ROQUE	70.00	0.00	70.00
2/19/2020	Payment	13897	EVANS, THOMAS	140.00	0.00	140.00
2/19/2020	Payment	13901	JERMAINE SOLOMON	274.50	0.00	274.50
2/19/2020	Payment	13902	JOSIE LYNN CARLETON	70.00	0.00	70.00
2/19/2020	Payment	13903	KRISTY SIEBERT	70.00	0.00	70.00
2/19/2020	Payment	13904	LOREN SCHNEIDER	140.00	0.00	140.00
2/19/2020	Payment	13905	MADELIN LEPRI	70.00	0.00	70.00

Marshall Creek CDD

Bank Reconciliation

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
2/19/2020	Payment	13906	MIRANDA G BULGER	297.50	0.00	297.50
2/19/2020	Payment	13908	OLD CITY IRON WORKS	2,826.00	0.00	2,826.00
2/19/2020	Payment	13909	PINCH A PENNY 038	319.00	0.00	319.00
2/19/2020	Payment	13911	RONALD C. CULLUM	70.00	0.00	70.00
2/25/2020	Payment	13913	EMERT, SHAWN	245.00	0.00	245.00
2/25/2020	Payment	13914	FEDEX	19.14	0.00	19.14
2/25/2020	Payment	13915	MARSHALL CREEK CDD	900,000.00	0.00	900,000.00
2/25/2020	Payment	13916	INFRAMARK, LLC	7,371.10	0.00	7,371.10
2/26/2020	Payment	13917	ADP, INC.	740.30	0.00	740.30
2/26/2020	Payment	13918	AT&T	198.51	0.00	198.51
2/26/2020	Payment	13919	COASTAL CONSTRUCTION	210.39	0.00	210.39
2/26/2020	Payment	13920	COMCAST	276.94	0.00	276.94
2/26/2020	Payment	13921	DOWNEY'S JANITORIAL SUPPLIES	240.57	0.00	240.57
2/26/2020	Payment	13922	EVANS, THOMAS	140.00	0.00	140.00
2/26/2020	Payment	13923	FEDEX	116.26	0.00	116.26
2/26/2020	Payment	13924	FOSTER & COMPANY INC	164.19	0.00	164.19
2/26/2020	Payment	13925	GALINA BOLES	189.75	0.00	189.75
2/26/2020	Payment	13926	GARY PERNA	140.00	0.00	140.00
2/26/2020	Payment	13927	HEAD PENN/ RACQUET SPORTS	517.96	0.00	517.96
2/26/2020	Payment	13929	HOME DEPOT CREDIT SERVICES	740.55	0.00	740.55
2/26/2020	Payment	13930	INVISION CONSTRUCTION	21,800.50	0.00	21,800.50
2/26/2020	Payment	13931	JIM SMELAND	288.41	0.00	288.41
2/26/2020	Payment	13932	LENNAR HOMES	189.22	0.00	189.22
2/26/2020	Payment	13933	LOREN SCHNEIDER	140.00	0.00	140.00
2/26/2020	Payment	13934	MATTHEW BROADUS ADVERTISING, I	505.00	0.00	505.00
2/26/2020	Payment	13935	MICHAEL KYPRISS	878.25	0.00	878.25
2/26/2020	Payment	13936	PAUL MASTERS	30.00	0.00	30.00
2/26/2020	Payment	13937	PUBLIC RISK INSURANCE AGENCY	1,000.00	0.00	1,000.00
2/26/2020	Payment	13938	SITEONE LANDSCAPE	573.27	0.00	573.27
2/26/2020	Payment	13939	SUN LIFE FINANCIAL	464.27	0.00	464.27
2/26/2020	Payment	13940	SUNBELT GATED ACCESS	352.85	0.00	352.85
2/26/2020	Payment	13941	TASC	216.00	0.00	216.00
2/26/2020	Payment	13942	TURNER ACE ST. AUGUSTINE, INC	113.96	0.00	113.96
2/26/2020	Payment	13943	TURNER PEST CONTROL LLC	240.00	0.00	240.00
2/26/2020	Payment	13944	UNITED HEALTHCARE SERVICES, INC	8,617.68	0.00	8,617.68
2/26/2020	Payment	13945	UNUM LIFE INSURANCE	453.42	0.00	453.42
2/26/2020	Payment	13946	VINELLE MILLER	99.51	0.00	99.51
2/26/2020	Payment	13947	WESCO TURF SUPPLY INC.	47.80	0.00	47.80
2/26/2020	Payment	13948	WILLIAMS' PLANT NURSERY	230.50	0.00	230.50
2/28/2020	Payment	DD424	Payment of Invoice 046959	162.44	0.00	162.44
2/28/2020	Payment	13949	FIRSTSERVICE RESIDENTIAL	7,669.40	0.00	7,669.40
2/28/2020	Payment	13950	GABRIEL WONG	1,000.00	0.00	1,000.00
2/28/2020	Payment	13951	LORI A GARRISON	2,830.22	0.00	2,830.22
Total Outstanding Checks.....				989,906.64		989,906.64

MARSHALL CREEK
Community Development District

Check Register

February 1 - 29, 2020

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

**Payment Register by Fund
For the Period from 2/1/2020 to 2/29/2020
(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	13821	02/03/20	BB&T- 2056	01212020-2056	PURCHASES FOR 1/2-1/16/2020	01/02/2020	543020-53902	\$49.21
001	13821	02/03/20	BB&T- 2056	01212020-2056	PURCHASES FOR 1/2-1/16/2020	Spring Ext	546022-53902	\$23.75
001	13821	02/03/20	BB&T- 2056	01212020-2056	PURCHASES FOR 1/2-1/16/2020	01/03/2020, 01/06/2020	543020-53902	\$103.34
001	13821	02/03/20	BB&T- 2056	01212020-2056	PURCHASES FOR 1/2-1/16/2020	Carburetor	546022-53902	\$49.95
001	13821	02/03/20	BB&T- 2056	01212020-2056	PURCHASES FOR 1/2-1/16/2020	Blower Tube	546022-53902	\$27.61
001	13821	02/03/20	BB&T- 2056	01212020-2056	PURCHASES FOR 1/2-1/16/2020	01/08/20, 01/09/20,01/09/20, 01/13/20	543020-53902	\$221.15
001	13821	02/03/20	BB&T- 2056	01212020-2056	PURCHASES FOR 1/2-1/16/2020	12 Compression springs	546022-53902	\$68.55
001	13821	02/03/20	BB&T- 2056	01212020-2056	PURCHASES FOR 1/2-1/16/2020	IFAS books	552001-53902	\$105.00
001	13822	02/03/20	LORI A GARRISON	01222020	4 NEW CEILING FANS FOR OPEN AIR AREA	Cap Outlay-Clubhouse	564061-57202	\$957.44
001	13822	02/03/20	LORI A GARRISON	01222020	4 NEW CEILING FANS FOR OPEN AIR AREA	4 New ceiling fans for aerobics room	546022-57202	\$957.44
001	13823	02/03/20	NEWVENTURE OF JACKSONVILLE, INC	182877	2/2020 JANITORIAL SERVICE	February 2020	534026-57206	\$500.00
001	13824	02/03/20	POOLSURE	131295590846	2/2020 WATER MANAGEMENT	February	546074-57205	\$1,114.29
001	13825	02/04/20	FIRSTSERVICE RESIDENTIAL	10611295	ONSITE STAFF FEE 1/4-1/17/2020	ProfServ-Field Management	531016-53910	\$7,669.40
001	13826	02/04/20	INFRAMARK, LLC	48259	MANAGEMENT FEES JAN 2020	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,225.00
001	13826	02/04/20	INFRAMARK, LLC	48259	MANAGEMENT FEES JAN 2020	ProfServ-Mgmt Consulting Serv	531027-57201	\$2,000.00
001	13826	02/04/20	INFRAMARK, LLC	48259	MANAGEMENT FEES JAN 2020	Postage and Freight	541006-51301	\$47.50
001	13826	02/04/20	INFRAMARK, LLC	48259	MANAGEMENT FEES JAN 2020	Printing and Binding	547001-51301	\$99.60
001	13826	02/04/20	INFRAMARK, LLC	48259	MANAGEMENT FEES JAN 2020	Office Supplies	551002-51301	\$120.00
001	13827	02/04/20	BB&T-2031	2031-012120	PURCHASES FOR 12/23-1/17/2020	Dumbbell storage rack	551005-57205	\$24.99
001	13827	02/04/20	BB&T-2031	2031-012120	PURCHASES FOR 12/23-1/17/2020	Plastic table covers	551005-57205	\$60.00
001	13827	02/04/20	BB&T-2031	2031-012120	PURCHASES FOR 12/23-1/17/2020	Santa-holiday event	549052-57202	\$450.00
001	13827	02/04/20	BB&T-2031	2031-012120	PURCHASES FOR 12/23-1/17/2020	5 pound weights	551005-57205	\$57.48
001	13827	02/04/20	BB&T-2031	2031-012120	PURCHASES FOR 12/23-1/17/2020	3 pound weights	551005-57205	\$32.64
001	13827	02/04/20	BB&T-2031	2031-012120	PURCHASES FOR 12/23-1/17/2020	Inflatable	549052-57202	\$107.89
001	13827	02/04/20	BB&T-2031	2031-012120	PURCHASES FOR 12/23-1/17/2020	Table covers and hangers	549052-57202	\$75.87
001	13828	02/04/20	FEDEX	6-910-25944	SERVICE FOR 1/18/2020	Postage and Freight	541006-51301	\$17.79
001	13829	02/04/20	FOSTER & COMPANY INC	903139	10.9 METRIC	R&M-Equipment	546022-53902	\$61.30
001	13830	02/04/20	INVISION CONSTRUCTION	1078	PHASE 1 ENCLOSE & MAKE STORAGE AREA	Phase 1-Enclose and make storage area	564061-57202	\$19,915.00
001	13831	02/04/20	INVISION CONSTRUCTION	1086	RE- PLUMB MEN'S SHOWER	RE-plumb men's showers	546012-57205	\$1,651.00
001	13832	02/04/20	LORI A GARRISON	01312020	CHAIRS, TABLES, SOFA, CLUB CHAIRS	Cap Outlay-Clubhouse	564061-57202	\$15,973.47
001	13833	02/05/20	PROSSER	43248	Gen Engineering Services December 2019	ProfServ-Engineering	531013-51501	\$1,007.67
001	13834	02/10/20	DEBOW'S APPLIANCE SERVICE	CREEK-020620	ICE MACHINE RENTAL 2/2020	February	544003-57206	\$132.08
001	13835	02/10/20	EVANS, THOMAS	TE02052020	SECURITY W/E 2/1/2020	w/e 02/01/2020	534099-52901	\$175.00
001	13836	02/10/20	GABE BAGBY	GB02052020	SECURITY W/E 2/1/2020	w/e 02/01/2020	534099-52901	\$175.00
001	13837	02/10/20	GARY PERNA	GP02052020	SECURITY W/E 2/1/2020	w/e 02/01/2020	534099-52901	\$420.00
001	13838	02/10/20	MEDICAL EXPRESS CORPORATION	202000356	DRUG SCREENING FOR 1/6-1/28/2020	Scheiner C., Adams, L	512010-57206	\$54.00
001	13838	02/10/20	MEDICAL EXPRESS CORPORATION	202000356	DRUG SCREENING FOR 1/6-1/28/2020	Herbruck A.	512010-57205	\$27.00
001	13839	02/10/20	MSC 7511	INV3508369	SERVICE FOR 1/3-2/2/2020	01/03/2020 - 02/02/2020	547001-53910	\$150.93

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

**Payment Register by Fund
For the Period from 2/1/2020 to 2/29/2020
(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	13839	02/10/20	MSC 7511	INV3508369	SERVICE FOR 1/3-2/2/2020	01/03/2020 - 02/02/2020	551002-57205	\$50.31
001	13839	02/10/20	MSC 7511	INV3508369	SERVICE FOR 1/3-2/2/2020	01/03/2020 - 02/02/2020	551002-57206	\$50.30
001	13839	02/10/20	MSC 7511	INV3508369	SERVICE FOR 1/3-2/2/2020	01/03/2020 - 02/02/2020	552001-53902	\$50.31
001	13840	02/10/20	NEIGHBORHOOD PUBLICATIONS	MCCDD0612	2/2020 WEBSITE MAINTENANCE	February	547001-53910	\$220.00
001	13840	02/10/20	NEIGHBORHOOD PUBLICATIONS	MCCDD0612	2/2020 WEBSITE MAINTENANCE	February	548001-57205	\$110.00
001	13840	02/10/20	NEIGHBORHOOD PUBLICATIONS	MCCDD0612	2/2020 WEBSITE MAINTENANCE	February	548001-57206	\$110.00
001	13841	02/10/20	U.S. BANK	5628597	SERIES 2002 ADMIN FEES 1/1/2020-12/31/2020	ProfServ-Trustee Fees	531045-51301	\$250.87
001	13841	02/10/20	U.S. BANK	5628597	SERIES 2002 ADMIN FEES 1/1/2020-12/31/2020	Pre Paid Items	155000-51301	\$3,237.00
001	13842	02/12/20	AFLAC	331637	BILLING PERIOD FOR 1/2020	January 2020	512010-53902	\$85.14
001	13842	02/12/20	AFLAC	331637	BILLING PERIOD FOR 1/2020	January 2020	512010-57205	\$106.89
001	13842	02/12/20	AFLAC	331637	BILLING PERIOD FOR 1/2020	January 2020	512010-57206	\$149.94
001	13843	02/12/20	CHAD EUGENE HALLMAN	CH02052020	SECURITY W/E 2/1/2020	w/e 02/01/2020	534099-52901	\$140.00
001	13844	02/12/20	CLEAR WATERS INC.	103007	1/2020 TREATMENT OF LAKES	Treat lakes-January	546042-53903	\$4,290.00
001	13845	02/12/20	DOWLING DOUGLAS CO. INC.	064778	BLACK RIBBON, CLEANING SLEEVES	Office Supplies	551002-53910	\$53.95
001	13846	02/12/20	DOWNEY'S JANITORIAL SUPPLIES	41-18473	TP, TRASH BAGS, FEBREZE	R&M-General	546001-57206	\$162.35
001	13847	02/12/20	ENVERA SYSTEMS	00011891	LEVEL RES. BARRIER ARM-SOUTH GATE	R&M-Gate	546034-52901	\$203.00
001	13848	02/12/20	GALINA BOLES	020420	TENNIS LESSONS W/E 2/2/2020	w/e 02/02/2020	512040-57206	\$196.50
001	13849	02/12/20	HEAD PENN/ RACQUET SPORTS	5193063632	BALLS FOR SALE & TEACHING BALLS	Balls for sale	552143-57206	\$186.48
001	13849	02/12/20	HEAD PENN/ RACQUET SPORTS	5193063632	BALLS FOR SALE & TEACHING BALLS	Teaching balls	551009-57206	\$536.51
001	13850	02/12/20	HOME DEPOT CREDIT SERVICES	0094056	CPVC PARTS, COOPER PIPE, COVERS	CPVC parts, copper pipe, covers	546012-57205	\$156.68
001	13851	02/12/20	HOWARD FERTILIZER &	CIN-000318083	OSMOCOTE	R&M-Grounds	546037-53902	\$74.10
001	13852	02/12/20	JACK LEAKE	1851	FELLED A PINE TREE, TRIMMED OAK TREES ON S	R&M-Trees and Trimming	546099-53902	\$900.00
001	13853	02/12/20	L. WERNINCK & SONS, INC.	CM60811	RETURN PALLETS	R&M-Sidewalks	546084-53901	(\$45.00)
001	13853	02/12/20	L. WERNINCK & SONS, INC.	539747	SHEET OF PLYWOOD, 1-4X4	Op Supplies - General	552001-53902	\$53.70
001	13853	02/12/20	L. WERNINCK & SONS, INC.	539375	CEDAR WOOD FOR FENCE	R&M-Buildings	546012-57205	\$5,834.85
001	13853	02/12/20	L. WERNINCK & SONS, INC.	540004	2-4X4	R&M-Roads & Alleyways	546081-53901	\$22.42
001	13854	02/12/20	MICHAEL KYPRISS	020420	TENNIS LESSONS W/E 2/2/2020	w/e 02/02/2020	512040-57206	\$1,346.25
001	13855	02/12/20	OFFICE DEPOT	431757377001	INK CARTRIDGE, PAPER ROLL	Office Supplies	551002-57206	\$63.07
001	13855	02/12/20	OFFICE DEPOT	431517975001	THERMAL ROLL, FOLDERS, NOTE PADS, AIR DUS	Office Supplies	551002-57206	\$78.17
001	13856	02/12/20	SANFORD & SON AUTO PARTS INC	640025	10W30 QT	10W30 oil	552030-53902	\$63.48
001	13857	02/12/20	SITEONE LANDSCAPE	97021858-001	85 GAL STEEL TANK	R&M-Pump Station	546075-53902	\$402.00
001	13858	02/12/20	TURNER ACE ST. AUGUSTINE, INC	6003 /3	SAND	R&M-Roads & Alleyways	546081-53901	\$6.98
001	13858	02/12/20	TURNER ACE ST. AUGUSTINE, INC	5984 /3	REFLECTOR BRACKET, HEX BUSHING, 3/4 ADAPTI	reflector bracket	546081-53901	\$10.77
001	13858	02/12/20	TURNER ACE ST. AUGUSTINE, INC	5984 /3	REFLECTOR BRACKET, HEX BUSHING, 3/4 ADAPTI	hex bushing, 3/4 adapter	546012-57205	\$5.18
001	13859	02/12/20	TURNER PEST CONTROL LLC	6400477	POST TERMINATE TREATMENT	Contracts-Misc Labor	534025-57202	\$2,123.00
001	13860	02/12/20	VILLAGE KEY & ALARM, INC.	329123	MONITORING FOR 2/1-4/30/2020	02/01/2020-04/30/2020	534025-57202	\$156.00
001	13861	02/12/20	ZENITH INSURANCE COMPANY	ST071669609005	BILLING PERIOD 2/1-2/29/2020	February 2020	512010-53902	\$1,334.12
001	13861	02/12/20	ZENITH INSURANCE COMPANY	ST071669609005	BILLING PERIOD 2/1-2/29/2020	February 2020	512010-57205	\$1,921.32
001	13861	02/12/20	ZENITH INSURANCE COMPANY	ST071669609005	BILLING PERIOD 2/1-2/29/2020	February 2020	512010-57206	\$530.06
001	13861	02/12/20	ZENITH INSURANCE COMPANY	ST071669609005	BILLING PERIOD 2/1-2/29/2020	February 2020	512010-52901	\$102.50

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001	13861	02/12/20	ZENITH INSURANCE COMPANY	ST071669609005	BILLING PERIOD 2/1-2/29/2020	February 2020	512010-53901	\$82.00
001	13866	02/14/20	BOB'S BARRICADES, INC.	G841289	TREE LIGHTING EVENT	Misc-Special Events	549052-57202	\$65.00
001	13866	02/14/20	BOB'S BARRICADES, INC.	G840032	TREE LIGHTING EVENT	Misc-Special Events	549052-57202	\$65.00
001	13867	02/14/20	FEDEX	6-916-81518	SERVICE FOR 1/23-1/28/2020	Postage and Freight	541006-51301	\$45.09
001	13868	02/14/20	FIRSTSERVICE RESIDENTIAL	10613805	BASE MANAGEMENT FEE FEB 2020	ProfServ-Field Management	531016-53910	\$5,580.00
001	13868	02/14/20	FIRSTSERVICE RESIDENTIAL	10615137	ONSITE STAFF FEE 1/18-1/31/2020	ProfServ-Field Management	531016-53910	\$7,669.40
001	13869	02/14/20	HOME DEPOT CREDIT SERVICES	8644172	20 PIECE RECIO SET	20 pc Recio set	546081-53901	\$39.97
001	13869	02/14/20	HOME DEPOT CREDIT SERVICES	9153280	42 OZ PAINT BAGS	R&M-Roads & Alleyways	546081-53901	\$40.95
001	13869	02/14/20	HOME DEPOT CREDIT SERVICES	9723582	DIABLO DEMO DEMON	R&M-Roads & Alleyways	546081-53901	\$37.94
001	13869	02/14/20	HOME DEPOT CREDIT SERVICES	9143419	DIABLO 10PC HOLE SAW SET	R&M-Roads & Alleyways	546081-53901	\$37.00
001	13870	02/14/20	HOPPING, GREEN & SAMS	112615	GENERAL COUNSEL DEC 2019	ProfServ-Legal Services	531023-51401	\$1,395.00
001	13870	02/14/20	HOPPING, GREEN & SAMS	112616	MONTHLY MEETING 12/19	ProfServ-Legal Services	531023-51401	\$1,500.00
001	13871	02/14/20	INVISION CONSTRUCTION	1079	DEMO WALLS, STUCCO, REMOVE ELECTRICAL	Cap Outlay-Clubhouse	564061-57202	\$19,001.00
001	13872	02/14/20	TRENTON HAYNES	02102020	FRONT DESK CONTRACTOR	Payroll-Hourly	512002-57205	\$200.00
001	13873	02/22/20	PUBLIC RISK INSURANCE AGENCY	65514	POLICY RENEW PKFL1 0064954 19-11 FINAL INSTABUSINESS AUTO RENEW POLICY		545002-51301	\$444.50
001	13873	02/22/20	PUBLIC RISK INSURANCE AGENCY	65514	POLICY RENEW PKFL1 0064954 19-11 FINAL INSTA GENERAL LIABILITY RENEW POLICY		545002-51301	\$3,679.90
001	13873	02/22/20	PUBLIC RISK INSURANCE AGENCY	65514	POLICY RENEW PKFL1 0064954 19-11 FINAL INSTA CRIME- RENEW POLICY		545002-51301	\$125.00
001	13873	02/22/20	PUBLIC RISK INSURANCE AGENCY	65514	POLICY RENEW PKFL1 0064954 19-11 FINAL INSTA INLAND MARINE RENEW POLICY		545002-57201	\$351.00
001	13873	02/22/20	PUBLIC RISK INSURANCE AGENCY	65514	POLICY RENEW PKFL1 0064954 19-11 FINAL INSTA PUBLIC OFFICIALS LIAB		545002-51301	\$2,623.00
001	13873	02/22/20	PUBLIC RISK INSURANCE AGENCY	65514	POLICY RENEW PKFL1 0064954 19-11 FINAL INSTA COMMERCIAL PROPERTY RENEW POLICY		545002-57201	\$23,237.00
001	13874	02/19/20	ADP, INC.	551533844	PAYROLL W/E 1/12-1/26/2020	w/e 01/12/2020 & 01/26/2020	512010-53902	\$176.32
001	13874	02/19/20	ADP, INC.	551533844	PAYROLL W/E 1/12-1/26/2020	w/e 01/12/2020 & 01/26/2020	512010-57205	\$343.39
001	13874	02/19/20	ADP, INC.	551533844	PAYROLL W/E 1/12-1/26/2020	w/e 01/12/2020 & 01/26/2020	512010-57206	\$117.91
001	13874	02/19/20	ADP, INC.	551533844	PAYROLL W/E 1/12-1/26/2020	w/e 01/12/2020 & 01/26/2020	512010-52901	\$22.04
001	13874	02/19/20	ADP, INC.	551533844	PAYROLL W/E 1/12-1/26/2020	w/e 01/12/2020 & 01/26/2020	512010-53901	\$17.63
001	13874	02/19/20	ADP, INC.	551533844	PAYROLL W/E 1/12-1/26/2020	w/e 01/12/2020 & 01/26/2020	511001-51101	\$27.55
001	13874	02/19/20	ADP, INC.	551534581	P/E 1/13/2020	P/E 01/13/2020	512010-53902	\$202.40
001	13874	02/19/20	ADP, INC.	551534581	P/E 1/13/2020	P/E 01/13/2020	512010-57205	\$450.28
001	13874	02/19/20	ADP, INC.	551534581	P/E 1/13/2020	P/E 01/13/2020	512010-57206	\$129.03
001	13874	02/19/20	ADP, INC.	551534581	P/E 1/13/2020	P/E 01/13/2020	512010-52901	\$25.30
001	13874	02/19/20	ADP, INC.	551534581	P/E 1/13/2020	P/E 01/13/2020	512010-53901	\$20.24
001	13874	02/19/20	ADP, INC.	551534581	P/E 1/13/2020	P/E 01/13/2020	511001-51101	\$63.25
001	13875	02/19/20	ENVERA SYSTEMS	00013544	REPL DAMAGED ARM- SOUTH GATE	Repl damaged arm -south gate	546034-52901	\$378.27
001	13876	02/19/20	FLORIDA JANITOR & PAPER SUPPLY	323544-1	DOGI POT BAGS	Op Supplies - General	552001-53902	\$225.00
001	13876	02/19/20	FLORIDA JANITOR & PAPER SUPPLY	323544	LATEX GLOVES, DOGI POT BAGS, TRASH LINERS,	Latex gloves	546037-53902	\$36.45
001	13876	02/19/20	FLORIDA JANITOR & PAPER SUPPLY	323544	LATEX GLOVES, DOGI POT BAGS, TRASH LINERS,	Dogi pot bags, trash liners, hand towels	552001-53902	\$270.28
001	13877	02/19/20	GLENDA MALEWICKI	CREEK-021020	SR YOGA W/E 02/09/2020	Contracts-Outside Fitness	534111-57202	\$35.00
001	13878	02/19/20	HOME DEPOT CREDIT SERVICES	7621461	3-DIGGING SHOVELS	Op Supplies - General	552001-53902	\$89.94
001	13879	02/19/20	JERMAINE SOLOMON	02102020-KIDS	KIDS W/E 2/9/2020	Kids w/e 02/09/2020	512011-53910	\$150.00
001	13880	02/19/20	LAURA CORREA	CREEK-021020	ZUMBA W/E 2/9/2020	Zumba w/e 02/09/2020	512011-53910	\$140.00

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001	13881	02/19/20	MICHAEL KYPRISS	CREEK-021020	TENNIS LESSONS W/E 2/9/2020	w/e 02/09/2020	512040-57206	\$1,205.25
001	13882	02/19/20	MONICA FOURMAN	CREEK-021020	EXTREME BURN W/E 2/9/2020	Extreme burn w/e 02/09/2020	512011-53910	\$157.50
001	13883	02/19/20	NOELANI TAYLOR	CREEK-021020	SPIN W/E 02/09/2020	Payroll-Shared Personnel	512011-53910	\$70.00
001	13884	02/19/20	PARTRIDGE WELL DRILLING CO., I	94852	FIXED LEAK, INSTALLED 2 CK VALUE	R&M-Pump Station	546075-53902	\$327.00
001	13885	02/19/20	PUBLIX SUPER MARKETS, INC.	1850189633	DISTILLED WATER	R&M-Equipment	546022-53902	\$7.74
001	13886	02/19/20	REBECCA STEPHENSON	CREEK-021020	SR YOGA W/E 2/9/2020	Sr Yoga w/e 02/09/2020	534111-57202	\$105.00
001	13887	02/19/20	SANFORD & SON AUTO PARTS INC	641627	CHAIN OIL	Op Supplies - Fuel, Oil	552030-53902	\$75.48
001	13888	02/19/20	SITEONE LANDSCAPE	97114397-001	PINESTRAW, HUNTER ROTOR 4 IN RISER	Pinestraw	546059-53902	\$140.64
001	13888	02/19/20	SITEONE LANDSCAPE	97114397-001	PINESTRAW, HUNTER ROTOR 4 IN RISER	Hunter Rotor 4 in Riser	546041-53902	\$172.16
001	13888	02/19/20	SITEONE LANDSCAPE	97098509-001	SCH 40, OUTDOOR CONTROLLER	Sch 40 , outdoor controller	546041-53902	\$210.27
001	13888	02/19/20	SITEONE LANDSCAPE	96677531-001	PINESTRAW	R&M-Mulch	546059-53902	\$54.04
001	13889	02/19/20	TURNER ACE ST. AUGUSTINE, INC	6035 /3	CASTERS	R&M-Court Maintenance	546017-57206	\$9.35
001	13890	02/19/20	UNIFIRST FIRST AID CORP	3408627	SUPPLIES FOR FIRST AID CABINET	Op Supplies - General	552001-53902	\$75.27
001	13891	02/19/20	WELCH TENNIS COURTS, INC.	55834	8-BALL HOPPERS	8- Ball Hoppers	546017-57206	\$364.88
001	13891	02/19/20	WELCH TENNIS COURTS, INC.	55774	COOLER PRO	R&M-Court Maintenance	546017-57206	\$603.87
001	13892	02/19/20	WESCO TURF SUPPLY INC.	40938467	ROTOR DISC BRAKE	R&M-Equipment	546022-53902	\$96.62
001	13892	02/19/20	WESCO TURF SUPPLY INC.	40938900	REAR CALIPER, RUBBER CLIP	R&M-Equipment	546022-53902	\$268.07
001	13893	02/19/20	WILLIAMS' PLANT NURSERY	99791	200 WAX MYRTLES	Impr - Landscape	563023-53902	\$1,350.00
001	13894	02/19/20	CRONIN ACE HARDWARE	1656/2	SHOCK TREATMENT, FASTENERS	R&M-Court Maintenance	546017-57206	\$59.10
001	13895	02/19/20	DOWNEY'S JANITORIAL SUPPLIES	41-18515	CUPS, MOUTH WASH	Office Supplies	551002-57206	\$76.35
001	13895	02/19/20	DOWNEY'S JANITORIAL SUPPLIES	41-18481	TOILET TISSUE, HAND TOWELS	Op Supplies - Spa & Paper	552012-57205	\$159.18
001	13896	02/19/20	ELIANA N ROQUE	02102020	SR WELLNESS W/E 2/9/2020	Sr wellness w/e 02/09/2020	534111-57202	\$70.00
001	13897	02/19/20	EVANS, THOMAS	TE02112020	SECURITY W/E 2/8/2020	w/e 02/08/2020	534099-52901	\$140.00
001	13899	02/19/20	GARY PERNA	GP02112020	SECURITY W/E 2/8/2020	w/e 02/08/2020	534099-52901	\$385.00
001	13900	02/19/20	HINES PALENCIA PROPERTY	2020-5	IRMA 12/19-3/29/19	Irma-12/19/17-3/29/19	531016-53910	\$651.92
001	13901	02/19/20	JERMAINE SOLOMON	02102020-PERSONAL	PERSONAL TRAINING W/E 2/9/2020	personal training-w/e 02/09/2020	512011-53910	\$274.50
001	13902	02/19/20	JOSIE LYNN CARLETON	02102020	YOGA W/E 2/9/2020	Yoga w/e 02/09/2020	512011-53910	\$70.00
001	13903	02/19/20	KRISTY SIEBERT	02102020	TABATA W/E 2/9/2020	Tabata-w/e 02/09/2020	512011-53910	\$70.00
001	13904	02/19/20	LOREN SCHNEIDER	LSO2112020	SECURITY W/E 2/8/2020	W/E 02/08/2020	534099-52901	\$140.00
001	13905	02/19/20	MADELIN LEPRI	02102020	YOGA W/E 2/9/2020	Yoga w/e 02/09/2020	512011-53910	\$70.00
001	13906	02/19/20	MIRANDA G BULGER	02102020	HIIT, SPIN, W/E 2/9/2020	HIIT, Spin, w/e 02/09/2020	512011-53910	\$297.50
001	13907	02/19/20	OFFICE DEPOT	436144351001	MISC OFFICE SUPPLIES	Hanging folders	552001-53902	\$29.62
001	13907	02/19/20	OFFICE DEPOT	436144351001	MISC OFFICE SUPPLIES	sign holders, planners	551002-57205	\$63.41
001	13907	02/19/20	OFFICE DEPOT	436144351001	MISC OFFICE SUPPLIES	banker boxes	551002-57206	\$22.98
001	13907	02/19/20	OFFICE DEPOT	436144351001	MISC OFFICE SUPPLIES	banker boxes, candy	551002-53910	\$11.90
001	13908	02/19/20	OLD CITY IRON WORKS	389	FABRICATE FENCING FOR RENOVATION	Cap Outlay-Clubhouse	564061-57202	\$2,826.00
001	13909	02/19/20	PINCH A PENNY 038	330724	ZAPPIT	R&M-Pools	546074-57205	\$319.00
001	13910	02/19/20	PROSSER	43403	Gen Engineering Services January 2020	ProfServ-Engineering	531013-51501	\$860.12
001	13911	02/19/20	RONALD C. CULLUM	02102020	TAI CHI W/E 2/9/2020	Tai Chi w/e 02/09/2020	512011-53910	\$70.00
001	13912	02/19/20	FPL	95436-020720	ACCT# 62472-95436 1/9-2/7/2020	Jan. 09, 2020 - Feb. 07, 2020	543001-57205	\$10.81

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001	13912	02/19/20	FPL	53574-020520	ACCT# 13439-53574 1/7-2/5/2020	Jan. 7, 2020 - Feb 5, 2020	543021-53903	\$37.70
001	13912	02/19/20	FPL	80384-020720	ACCT# 68287-80384 1/9-2/7/2020	Jan. 09, 2020 - Feb. 07, 2020	543006-53902	\$196.50
001	13912	02/19/20	FPL	24267-020720	95196-24267 1/9-2/7/2020	Jan. 09, 2020 - Feb. 07, 2020	543001-57205	\$10.81
001	13913	02/25/20	EMERT, SHAWN	SE02112020	SECURITY FOR W/E 2/8/2020	w/e 02/08/2020	534099-52901	\$245.00
001	13914	02/25/20	FEDEX	6-924-07569	SERVICE FOR 2/4/2020	Postage and Freight	541006-51301	\$19.14
001	13915	02/25/20	MARSHALL CREEK CDD	02192020	TRANSFER FUNDS FROM GF #2195 TO MMA#9204	Cash with Fiscal Agent	103000	\$900,000.00
001	13916	02/25/20	INFRAMARK, LLC	48997	02/2020 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,225.00
001	13916	02/25/20	INFRAMARK, LLC	48997	02/2020 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-57201	\$2,000.00
001	13916	02/25/20	INFRAMARK, LLC	48997	02/2020 MANAGEMENT FEES	Printing and Binding	547001-51301	\$26.10
001	13916	02/25/20	INFRAMARK, LLC	48997	02/2020 MANAGEMENT FEES	Office Supplies	551002-51301	\$120.00
001	13917	02/26/20	ADP, INC.	552003396	2019 W-2'S	Payroll-Benefits	512010-53902	\$178.35
001	13917	02/26/20	ADP, INC.	552003396	2019 W-2'S	Payroll-Benefits	512010-57205	\$415.90
001	13917	02/26/20	ADP, INC.	552003396	2019 W-2'S	Payroll-Benefits	512010-57206	\$83.62
001	13917	02/26/20	ADP, INC.	552003396	2019 W-2'S	Payroll-Benefits	512010-52901	\$15.99
001	13917	02/26/20	ADP, INC.	552003396	2019 W-2'S	Payroll-Benefits	512010-53901	\$12.79
001	13917	02/26/20	ADP, INC.	552003396	2019 W-2'S	P/R-Board of Supervisors	511001-51101	\$33.65
001	13918	02/26/20	AT&T	5999023-020220	ACCT# 904 599-9023 021 0566 2/2-3/1/2020	Feb 2-Mar 1	541003-57205	\$198.51
001	13919	02/26/20	COASTAL CONSTRUCTION	INV-003007506	5 GAL EVERCLEAR & DUSTY ROSE	5 gal everclear and dusty rose	546085-53901	\$210.39
001	13920	02/26/20	COMCAST	96361236	ACCT# 963185024 2/15-3/14/2020	02/15/2020-03/14/2020	541003-53902	\$276.94
001	13921	02/26/20	DOWNEY'S JANITORIAL SUPPLIES	41-18555	16OZ CUPS, MULTIFOLD TOWELS	Office Supplies	551002-57206	\$240.57
001	13922	02/26/20	EVANS, THOMAS	TE02192020	SECURITY W/E 2/15/2020	w/e 02/15/2020	534099-52901	\$140.00
001	13923	02/26/20	FEDEX	6-932-17704	SERVICE FOR 2/12/2020	Postage and Freight	541006-51301	\$116.26
001	13924	02/26/20	FOSTER & COMPANY INC	903203	INDUSTRIAL WIPES	R&M-Equipment	546022-53902	\$56.72
001	13924	02/26/20	FOSTER & COMPANY INC	903204	INDUSTRIAL WIPES	R&M-Equipment	546022-53902	\$107.47
001	13925	02/26/20	GALINA BOLES	021620	TENNIS LESSONS W/E 2/16/2020	w/e 02/16/2020	512040-57206	\$189.75
001	13926	02/26/20	GARY PERNA	GP02192020	SECURITY W/E 2/15/2020	w/e 02/15/2020	534099-52901	\$140.00
001	13927	02/26/20	HEAD PENN/ RACQUET SPORTS	5193072979	STRINGS	COS - Start Up Inventory	552143-57206	\$517.96
001	13929	02/26/20	HOME DEPOT CREDIT SERVICES	8524754	DEWALT 18V BATTERY 2PK	Dewalt battery	546001-57206	\$169.00
001	13929	02/26/20	HOME DEPOT CREDIT SERVICES	CM2193491	DIABLO 10 PC HOLE SAW SET	R&M-General	546001-57206	(\$169.00)
001	13929	02/26/20	HOME DEPOT CREDIT SERVICES	7850570	POST HOLE DIGGER	Op Supplies - General	552001-53910	\$49.49
001	13929	02/26/20	HOME DEPOT CREDIT SERVICES	633124	SHELF BRACKETS, GRAY DECKING, DIABLO 20PC	shelf brackets, gray decking	546012-57205	\$85.84
001	13929	02/26/20	HOME DEPOT CREDIT SERVICES	633124	SHELF BRACKETS, GRAY DECKING, DIABLO 20PC	Diablo 20pc recip set	546084-53901	\$39.97
001	13929	02/26/20	HOME DEPOT CREDIT SERVICES	7296763	EXT CORD REEL	Op Supplies - General	552001-53902	\$8.77
001	13929	02/26/20	HOME DEPOT CREDIT SERVICES	225422	3 TON FLOOR JACK	Op Supplies - General	552001-53902	\$149.98
001	13929	02/26/20	HOME DEPOT CREDIT SERVICES	6030759	REPL TOILET AND PARTS	R&M-Buildings	546012-57205	\$181.44
001	13929	02/26/20	HOME DEPOT CREDIT SERVICES	4245979	12 X 8 IN SHELF BRACKET	R&M-Buildings	546012-57205	\$8.24
001	13929	02/26/20	HOME DEPOT CREDIT SERVICES	7471464	REPL WATER FILTER	R&M-Buildings	546012-53902	\$69.94
001	13929	02/26/20	HOME DEPOT CREDIT SERVICES	3031114	14-5/8X5 1/2X8 PINE, 2-4X4X8 #PT	14-5/8x5 1/2x8 pine , 2-4x4x8 # pt	546081-53901	\$53.18
001	13929	02/26/20	HOME DEPOT CREDIT SERVICES	2640325	PAINT, SUPPLY LINE, BRASS 90 ELBOW	R&M-Buildings	546012-57205	\$93.70
001	13930	02/26/20	INVISION CONSTRUCTION	1092	INSTALL FIRE BOX AND HEARTH	Cap Outlay-Clubhouse	564061-57205	\$4,723.50

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

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For the Period from 2/1/2020 to 2/29/2020
(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	13930	02/26/20	INVISION CONSTRUCTION	1098	INSTALL NEW DOOR CLOSER, WOMENS BATHRO	Adj hinge, install new door closer	564061-57205	\$2,500.00
001	13930	02/26/20	INVISION CONSTRUCTION	1098	INSTALL NEW DOOR CLOSER, WOMENS BATHRO	relocate women's bathroom door	546001-57206	\$165.00
001	13930	02/26/20	INVISION CONSTRUCTION	1099	FRAME OPENING, GRANITE TOPS, RED FIRE BRIC	Cap Outlay-Clubhouse	564061-57206	\$14,412.00
001	13931	02/26/20	JIM SMELAND	100119	REIMB FOR 9/29-10/28/19	Sept. 29, 2019-Oct. 28, 2019	552001-53902	\$50.00
001	13931	02/26/20	JIM SMELAND	010120	REIMB FOR 12/29-1/28/2020	Dec. 29, 2019-Jan. 28, 2020	552001-53902	\$50.00
001	13931	02/26/20	JIM SMELAND	110119	REIMB FOR 10/29-11/28/19, HAM FOR EMPLOYEE L	Oct. 29, 2019-Nov. 28, 2019	552001-53902	\$50.00
001	13931	02/26/20	JIM SMELAND	110119	REIMB FOR 10/29-11/28/19, HAM FOR EMPLOYEE L	Ham for Employee luncheon	549015-53902	\$88.41
001	13931	02/26/20	JIM SMELAND	120119	REIMB FOR 11/29-12/28/19	Nov. 29, 2019-Dec. 28, 2019	552001-53902	\$50.00
001	13932	02/26/20	LENNAR HOMES	CREEK-021020	REFUND OVERPAY 221 OLETA WAY	Impact Fee	369950	\$189.22
001	13933	02/26/20	LOREN SCHNEIDER	LS02192020	SECURITY W/E 2/15/2020	W/E 02/15/2020	534099-52901	\$140.00
001	13934	02/26/20	MATTHEW BROADUS ADVERTISING, I	26836	Matthew Broadus Ad Paid twice Invoice# 26836	Accounts Receivable	115000	\$280.00
001	13934	02/26/20	MATTHEW BROADUS ADVERTISING, I	28008	ONE VEHICLE AT A TIME SIGN, MAINT ONLY SIGN	2-One Vehicle at a time signs	546034-52901	\$150.00
001	13934	02/26/20	MATTHEW BROADUS ADVERTISING, I	28008	ONE VEHICLE AT A TIME SIGN, MAINT ONLY SIGN	Maintenance Entrance only sign	546001-57206	\$75.00
001	13935	02/26/20	MICHAEL KYPRISS	CREEK-021620	TENNIS LESSONS W/E 2/16/2020	w/e 02/16/2020	512040-57206	\$878.25
001	13936	02/26/20	PAUL MASTERS	010120	REIMB FOR 12/24-1/23/2020	Dec. 24, 2019-Jan. 23, 2020	552001-53902	\$30.00
001	13937	02/26/20	PUBLIC RISK INSURANCE AGENCY	65909	POLICY# CPS3336931 2/14-2/14/21	add Parking area-Liability coverage	545002-51301	\$1,000.00
001	13938	02/26/20	SITEONE LANDSCAPE	97190016-001	HUNTER FRONT PANEL, FACE PACK DOOR, CONTR	R&M-Irrigation	546041-53902	\$573.27
001	13939	02/26/20	SUN LIFE FINANCIAL	16864-021320	BILLING PERIOD 3/1-3/31/2020	03/01/2020-03/31/2020	155000-53902	\$161.55
001	13939	02/26/20	SUN LIFE FINANCIAL	16864-021320	BILLING PERIOD 3/1-3/31/2020	03/01/2020-03/31/2020	155000-57205	\$149.71
001	13939	02/26/20	SUN LIFE FINANCIAL	16864-021320	BILLING PERIOD 3/1-3/31/2020	03/01/2020-03/31/2020	155000-57206	\$122.61
001	13939	02/26/20	SUN LIFE FINANCIAL	16864-021320	BILLING PERIOD 3/1-3/31/2020	03/01/2020-03/31/2020	155000-52901	\$16.89
001	13939	02/26/20	SUN LIFE FINANCIAL	16864-021320	BILLING PERIOD 3/1-3/31/2020	03/01/2020-03/31/2020	155000-53901	\$13.51
001	13940	02/26/20	SUNBELT GATED ACCESS	71411	BLACK DECALS- 14500-14599	Black decals - 14500-14599	549008-52901	\$352.85
001	13941	02/26/20	TASC	IN1710779	2020 RENEWAL AND 1/2020	2020 Renewal and January	512010-53902	\$72.00
001	13941	02/26/20	TASC	IN1710779	2020 RENEWAL AND 1/2020	2020 Renewal and January	512010-57205	\$72.00
001	13941	02/26/20	TASC	IN1710779	2020 RENEWAL AND 1/2020	2020 Renewal and January	512010-57206	\$72.00
001	13942	02/26/20	TURNER ACE ST. AUGUSTINE, INC	6081 /3	STIHL GUIDE BAR, CHAIN	R&M-Equipment	546022-53902	\$113.96
001	13943	02/26/20	TURNER PEST CONTROL LLC	6412058	PEST CONTROL SERVICE 2/2020	February service	546012-53902	\$65.00
001	13943	02/26/20	TURNER PEST CONTROL LLC	6405053	PEST CONTROL SERVICE 2/2020	February 2020	546034-52901	\$46.00
001	13943	02/26/20	TURNER PEST CONTROL LLC	6405053	PEST CONTROL SERVICE 2/2020	February 2020	546001-57206	\$23.00
001	13943	02/26/20	TURNER PEST CONTROL LLC	6405053	PEST CONTROL SERVICE 2/2020	February 2020	534025-57202	\$106.00
001	13944	02/26/20	UNITED HEALTHCARE SERVICES, INC	064977374292	COVERAGE PERIOD 3/1-3/31/2020	03/01/2020-03/31/2020	155000-53902	\$3,553.54
001	13944	02/26/20	UNITED HEALTHCARE SERVICES, INC	064977374292	COVERAGE PERIOD 3/1-3/31/2020	03/01/2020-03/31/2020	155000-57205	\$2,720.52
001	13944	02/26/20	UNITED HEALTHCARE SERVICES, INC	064977374292	COVERAGE PERIOD 3/1-3/31/2020	03/01/2020-03/31/2020	155000-57206	\$1,684.23
001	13944	02/26/20	UNITED HEALTHCARE SERVICES, INC	064977374292	COVERAGE PERIOD 3/1-3/31/2020	03/01/2020-03/31/2020	155000-52901	\$366.33
001	13944	02/26/20	UNITED HEALTHCARE SERVICES, INC	064977374292	COVERAGE PERIOD 3/1-3/31/2020	03/01/2020-03/31/2020	155000-53901	\$293.06
001	13945	02/26/20	UNUM LIFE INSURANCE	02192020-3430	COVERAGE PERIOD 2/1-2/29/2020	02/01/2020-02/29/2020	512010-53902	\$214.55
001	13945	02/26/20	UNUM LIFE INSURANCE	02192020-3430	COVERAGE PERIOD 2/1-2/29/2020	02/01/2020 - 02/29/2020	512010-57205	\$117.39
001	13945	02/26/20	UNUM LIFE INSURANCE	02192020-3430	COVERAGE PERIOD 2/1-2/29/2020	02/01/2020 - 02/29/2020	512010-57206	\$74.66
001	13945	02/26/20	UNUM LIFE INSURANCE	02192020-3430	COVERAGE PERIOD 2/1-2/29/2020	02/01/2020 - 02/29/2020	512010-52901	\$26.01

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001	13945	02/26/20	UNUM LIFE INSURANCE	02192020-3430	COVERAGE PERIOD 2/1-2/29/2020	02/01/2020 - 02/29/2020	512010-53901	\$20.81
001	13946	02/26/20	VINELLE MILLER	02212020	REIMB FOR 2/13/2020	Office Supplies	551002-53910	\$99.51
001	13947	02/26/20	WESCO TURF SUPPLY INC.	40939519	SOLENOID	R&M-Equipment	546022-53902	\$47.80
001	13948	02/26/20	WILLIAMS' PLANT NURSERY	100096	13 BLUE MY MIND	13- Blue My mind	563023-53902	\$45.50
001	13948	02/26/20	WILLIAMS' PLANT NURSERY	100176	20-3 GAL WAX MYRTLES, 1/15 GAL	20- 3 gal Wax Myrtles, 1-15gal	563023-53902	\$185.00
001	13949	02/28/20	FIRSTSERVICE RESIDENTIAL	10618333	ONSITE STAFF 2/1-2/14/2020	ProfServ-Field Management	531016-53910	\$7,669.40
001	13950	02/28/20	GABRIEL WONG	02142020	TENNIS MEMBERSHIP REFUND	Refund NR membership-injured	348006	\$1,000.00
001	13951	02/28/20	LORI A GARRISON	022620	SEATING DECK AREA	Cap Outlay-Clubhouse	564061-57202	\$2,830.22
001	DD412	02/18/20	COMCAST -ACH	59406-012720 ACH	ACCT# 8495 74 310 1259406 1/31-2/29/2020	01/31/2020-02/29/2020	543003-53902	\$169.52
001	DD413	02/16/20	COMCAST -ACH	73316-012520 ACH	ACCT# 8495 74 310 12733116 1/29-2/28/2020	01/29/2020-02/208/2020	541003-57205	\$149.89
001	DD413	02/16/20	COMCAST -ACH	73316-012520 ACH	ACCT# 8495 74 310 12733116 1/29-2/28/2020	01/29/2020-02/208/2020	543003-57205	\$195.69
001	DD415	02/04/20	GATE FUEL SERVICE-ACH	4863332 ACH	FUEL 1/29/2020	Op Supplies - Fuel, Oil	552030-53902	\$319.65
001	DD419	02/22/20	COMCAST -ACH	74033-020120 ACH	ACCT# 8495 74 310 1274033 2/5-3/4/2020	02/05/2020-03/04/2020	543003-57206	\$253.35
001	DD420	02/18/20	FPL	02.07.2020 ACH		Jan. 9, 2020 - Feb. 7, 2020	543013-53903	\$585.16
001	DD420	02/18/20	FPL	02.07.2020 ACH		Jan. 9, 2020 - Feb. 7, 2020	543001-57205	\$2,307.53
001	DD420	02/18/20	FPL	02.07.2020 ACH		Jan. 9, 2020 - Feb. 7, 2020	543006-57206	\$1,127.38
001	DD420	02/18/20	FPL	02.07.2020 ACH		Jan. 9, 2020 - Feb. 7, 2020	546034-52901	\$10.81
001	DD421	02/16/20	FPL	02.16.2020 ACH	SERVICE FOR 1/7-2/5/2020	Jan 7, 2020 - Feb. 5, 2020	543013-53903	\$6,046.99
001	DD422	02/24/20	COMCAST -ACH	91433-020320 ACH	ACCT# 8495 74 310 1291433 2/7-3/6/2020	Feb 7, 2020 - Mar. 6, 2020	543003-57205	\$89.60
001	DD423	02/23/20	COMCAST -ACH	72201-020220 ACH	ACCT# 8495 74 310 1272201 2/6-3/5/2020	Feb. 6, 2020 - Mar. 5, 2020	546034-52901	\$162.44
001	DD424	02/28/20	COMCAST -ACH	59430-020720 ACH	ACCT# 8495 74 310 1259430 2/11-3/10/2020	Feb. 11, 2020 - Mar. 10, 2020	546034-52901	\$162.44
001	DD425	02/21/20	FPL	74439-020720 ACH	ACCT# 63477 -74439 1/9-2/7/2020	Jan. 9, 2020 - Feb. 7, 2020	546034-52901	\$39.50
001	DD426	02/17/20	FPL	02.17.2020 ACH	SERVICE FOR 1/7-2/5/2020	Jan. 7, 2020- Feb. 05, 2020	546034-52901	\$40.04
							Fund Total	\$1,137,302.12

SERIES 2002 DEBT SERVICE FUND - 202

202	13864	02/13/20	MARSHALL CREEK	02112020-B	TRANSFER ANNUAL DEBT SERVICE SERIES 2002	Due From Other Funds	131000	\$0.00
202	13865	02/13/20	MARSHALL CREEK	02112020-B	TRANSFER ANNUAL DEBT SERVICE SERIES 2002	Due From Other Funds	131000	\$1,254,316.90
							Fund Total	\$1,254,316.90

SERIES 2015 DEBT SERVICE FUND - 203

203	13863	02/13/20	MARSHALL CREEK	02112020-A	TRANSFER TAX COLLECTION SERIES 2015A	Due From Other Funds	131000	\$503,139.40
							Fund Total	\$503,139.40

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SERIES 2016 DEBT SERVICE FUND - 204

204	13862	02/13/20	MARSHALL CREEK	02112020-C	TRANSFER TAX COLLECTION SERIES 2016	Due From Other Funds	131000	\$44,282.50
							Fund Total	\$44,282.50

Total Checks Paid	\$2,939,040.92
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