

**MARSHALL CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**JUNE 14, 2023
AGENDA PACKAGE**

Call-in information 646-838-1601 and Conference ID: 857 497 025#



210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

Marshall Creek Community Development District

Board of Supervisors

Kathy Moss, Chair
Monique Perna, Vice Chair
Howard Entman, MD, Assistant Secretary
Rich Luciano, Assistant Secretary
Vacant

Janice Eggleton Davis, District Manager
Michael Eckert, Esq., District Counsel
Ryan Stilwell, P.E., District Engineer
Belynda Tharpe, LCAM, General Manager

Regular Meeting Agenda

Wednesday, June 14, 2023 – 4:00 p.m.

Call-in - 646-838-1601 Conference ID – 857 497 025#

1. **Roll Call**
2. **Audience Comments**
3. **Public Hearing on Room Rate Ranges, Guest Pass Fees and Revised Amenity Policies**
 - A. Resolution 2023-8 Adopting Room Rate Ranges, Guest Pass Fees and Revised Amenity Policies
4. **Approval of the Minutes of the May 17, 2023 Meeting**
 - A. Discussion of Open Items
5. **Organizational Matters**
 - A. Acceptance of Resignation of Supervisor Howard Hoffman from Seat 3
 - B. Discussion of Filling Vacancy - Seat 3 – Term Expires 11/26
6. **Discussion and Consideration of Draft Agreement for Amenity Facilities Management by Vesta Property Services, Inc.**
7. **Engineer's Report**
 - A. Update on Structural Engineer's Report on Boardwalk and Proposals for Boardwalk Repairs
 - B. Update of Status of District Roads
8. **General Manager's Operations Report**
 - A. Update on Mahalo Contract
9. **District Manager's Report**
 - A. Distribution of Sweetwater Creek CDD Proposed Budget FY 2024
 - B. Discussion of Marshall Creek CDD Proposed Budget for FY 2024 (*under separate cover*)
 - C. Consideration of Resolution 2023-9 Approving the Budget and Setting the Public Hearing
 - D. Correspondence from BankUnited
10. **Attorney's Report**
 - A. Resolution 2023-10 Approving the Florida Statewide Mutual Aid Agreement
 - B. Consideration of Policy Clarification Related to Business Activities on District-Owned Property

District Office

Inframark Community Management
12574 Flagler Center Blvd. Suite 101
Jacksonville, FL 32258
904-436-4102

Meeting Location:

Marshall Creek Amenity Center
625 Palencia Club Drive
St. Augustine FL 32095

11. Supervisors' Requests

- A. Discussion of Tennis Rates – Ms. Moss
- B. Discussion of Setting a Policy Regarding Checking Bags for Alcohol Before Pool Entry – Ms. Moss
- C. Continued Discussion of Guest Policy Relative to the Number of Guests per Day - Ms. Perna

12. Acceptance of the May 2023 Financial Statements and Approval of the May 2023 Check Register and Invoices (*under separate cover*)

13. Adjournment

District Office
Inframark Community Management
12574 Flagler Center Blvd. Suite 101
Jacksonville, FL 32258
904-436-4102

Meeting Location:
Marshall Creek Amenity Center
625 Palencia Club Drive
St. Augustine FL 32095

Third Order of Business

3A.

RESOLUTION 2023-8

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING ROOM RATE RANGES, GUEST PASS FEES, AND REVISED AMENITY POLICIES; PROVIDING SEVERABILITY CLAUSE; AND 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 in St. Johns County, Florida; and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business and further provide that the District may adopt policies related thereto by resolution or motion; and

WHEREAS, after providing notice pursuant to Florida law, and after holding a public hearing thereon, the Board of Supervisors ("Board") finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt a range, from the minimum to the maximum, of rates and fees for the use of the District's Community Room ("Rate Range"), and revise policies and fees for non-residents' utilization of the District's amenity facilities ("Guest Pass"); and

WHEREAS, the Board finds that the Rate Ranges and Guest Pass fees outlined in **Exhibit A**, attached hereto and incorporated herein by reference, are just and equitable having been based upon (i) the amount of service furnished; (ii) the average number of persons residing or working in or otherwise occupying the premises served; and upon (iii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board finds that it is also in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the revised District amenities policies wherein all references to the Summer Guest Pass and Visitor Pass have been removed.

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

SECTION 1. The above stated recitals are true and correct and by this reference are hereby incorporated into this resolution.

SECTION 2. The Rate Ranges and Guest Pass fees as set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Rate Ranges and Guest Pass fees shall replace any prior rates and fees imposed by the District and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, Florida Statutes.

SECTION 3. The District amenities policies, wherein all references to the Summer Guest Pass and Visitor Pass have been removed, as set forth in **Exhibit B** are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, Florida Statutes.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 14th day of June 2023.

ATTEST:

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Community Room Rental Rate Ranges & Guest Pass Fees

Exhibit B: Revisions to District's Amenity Policies

EXHIBIT A

Community Room Rental Rate Ranges

Category	Rate/Fee Range
Community Room Rental	\$150-\$350 for 4 hours during business hours (10:00 am - 2:00 pm OR 3:00 pm -7:00 pm) Additional \$75-\$150 for rentals after business hours (7:30 pm – 11:30 pm) (staff present)
Community Room Deposit for Rentals	\$250-\$500
Community Room Rental Cleaning Fee (Optional; 14-day advance notice required)	\$200-\$300

Guest Pass Fees

Category	Rate/Fee
Weekly House Guest Pass for use of Pool and Fitness Facility (for guest who resides outside the 40-mile radius surrounding the District; pass is valid for 7 consecutive days)	\$25
Weekly House Guest Pass for use of Tennis Facility (for guest who resides outside the 40-mile radius surrounding the District; pass is valid for 7 consecutive days)	\$25
Monthly House Guest Pass for use of Pool and Fitness Facility (for grandchild of resident; pass is valid for 30 consecutive days)	\$75
Monthly House Guest Pass for use of Tennis Facility (for grandchild of resident; pass is valid for 30 consecutive days)	\$75

EXHIBIT B**Proposed Revisions to District's Amenity Policies****SECTION A.**
DEFINITIONS

1. District(s) - Shall mean the Marshall Creek Community Development District (MCCDD) and/or Sweetwater Creek Community Development District (SCCDD).
2. Manager - Shall mean the person or entity legally charged with the daily operation and management of the Palencia Amenity Centers.
3. Amenity Centers or Amenity Facilities - Shall refer to the Palencia Amenity Centers including the pool areas, exercise rooms, clubhouses, pavilions, tennis courts, tennis pro shop, Tolomato River Boardwalk (hereinafter defined), and any other facilities which are owned by the Districts and are available to Patrons, as defined herein.
4. Tennis Center or Tennis Facilities - Shall include the tennis courts and tennis pro shop.
5. Swim and Fitness Center - Shall include the pool areas, exercise rooms, and building and its attachments.
6. Athletic Park - Shall mean the athletic fields and the Athletic Park Pavilion. These are not included within the District and are open to the general public and are not part of the Amenity Centers.
7. Community Parks - Shall mean the community neighborhood parks, The Village Green, and other common areas not included in #3 and #6 above.
8. Patron - Shall mean property owners of the Marshall Creek Community Development District and Sweetwater Creek Community Development District, and those persons permanently residing in the same dwelling unit as the property owner; and non-property owners, who have paid the Annual User Fee for the use of the Palencia Amenity Centers, and those persons permanently residing in the same dwelling unit as the non-property owner.
9. Annual User Fees - Shall mean that fee established by the Marshall Creek Community Development District and/or Sweetwater Creek Community Development District for the use of the Amenity Centers.
10. Patron Card - An electronic identification card issued by the District to Patrons.
11. Guest Privileges - Privileges included with the aforementioned Patron account authorizing Patrons thirty (30) individual guest entries for the Swim and Fitness Center and eight (8) guest entries for the Tennis Center per year. Guest passes are required for the Tennis Center and Swim and Fitness Center every day of the year; and (except as specifically provided for herein) Patrons

must accompany their guest(s) to the Swim and Fitness Center. Guest passes for the Swim and Fitness Center are not required for caregivers to a child or a special needs adult. Caregivers may only have access to the Marshall Creek CDD family pool, however special needs adult caregivers may have access to the fitness facility. The child or special needs adult must be present with his or her(s) amenity card. Caregivers must be pre-registered prior to admittance. *See* attached addendum A for additional details on the Guest Pass Programs.

~~12. Summer Guest Pass - A Summer Guest Pass is issued by the Districts for a purchase price of \$150 for unlimited use between Memorial Day and Labor Day and is only valid for one year at a time. The Summer Guest Pass is limited to one individual guest for the Swim and Fitness Center and limited to one individual guest for the Tennis Center. The Summer Guest Pass does not require the resident to be present with the guest user during amenities use. A Summer Guest Pass does not allow the guest user to take classes or use Child Watch.~~

~~13.~~12. House Guest - An individual who is residing on a temporary basis (for two weeks or less) in the same dwelling unit as the Patron. A House Guest is not an individual who rents all or part of a Patron's home on a short-term basis (i.e., less than thirty (30) days) or as a vacation rental.

~~14.~~13. Guest - Any person whom the Patron wishes to accompany them while utilizing the Amenity Centers. However, a guest may be a guest of a single or multiple Patron(s) for the Tennis Center no more than a total of eight (8) times per calendar year. This term does not include guests or invitees of the Amenity Centers during swim meets, tennis tournaments, or other organized activities.

~~15. Visitor Pass - A Visitor Pass is a guest who resides outside the 40-mile radius surrounding the District and is a short-term overnight visitor to a Deed Holder. A Visitor Pass may be purchased for Monday-Thursday admission to the Facilities for a fee of \$25 per person. This pass is valid only for 4 consecutive days (Monday-Thursday). Visitors with a Visitor Pass are not required to be accompanied by a resident but however the resident must accompany their Visitor at the time of purchase of a Visitor Pass. Driver's License or State ID is required by a Visitor to purchase a Visitor Pass. Each Visitor is limited to two (2) Visitor Passes per fiscal year.~~

~~16.~~14. Boardwalk - Elevated boardwalks that interconnect neighborhoods and areas throughout the community, including the boardwalk along The Promenade.

~~17.~~13. Tolomato River Boardwalk - Elevated Tolomato River Boardwalk which entrance can be found at the terminus end of Costa Blanca Rd. in North River, Phase II of Palencia, that stretches the length of approximately 7/8th of a mile east-north-eastward into the marsh area and splitting into a "Y" on a couple of intracoastal waterway island pods.

~~18.~~14. Ingress/Egress Facilities – Shall mean all District-owned roads, sidewalks, gates and access monitoring equipment.

~~19.~~15. Facilities – Shall collectively mean the Amenity Center and Amenity Facilities, Tennis Center, Tennis Facilities, Swim and Fitness Center, the Village Green, Dog Park,

Community Parks, Boardwalk, Tolomoto River Boardwalk, Ingress/Egress Facilities, and any other real or personal property owned or leased by a District.

~~20.16.~~ Policies - Shall mean these Policies governing the use of the Amenity Facilities.

GUEST PASS ADDENDUM – A

GUEST PRIVILEGES

Swim & Fitness

Guest Pass

Each household will be issued 30 annual guest passes. An additional 12 passes can be purchased for \$75.00. All passes must be used prior to purchasing additional sets of 12. (1)

Daily Pass

\$10 fee per day per person good for day of issue only.

Weekly House Guest Pass

\$25 weekly fee per individual house guest. (2)

~~Summer Guest Pass~~

~~\$150 fee for unlimited use between Memorial Day and Labor Day. Limited to 1 individual guest.~~

Tennis

Guest Pass

Each household will be issued 8 annual guest passes. (1)

Daily Pass

\$10 fee per day per person. Good for day of issue only.

Weekly House Guest Pass

\$25 weekly fee per individual House Guest.

Restrictions

Residents must be present with their guest. Sign in is required at the front desk of the Amenity. A guest pass is required for use at each amenity.

Daily Pass

Resident to accompany guests.

Weekly House Guest Pass

Resident to accompany guests. (2)

~~Summer Guest Pass~~

~~Resident to accompany guests. (4)~~

Guest Pass (1)

Resident to accompany guests. Passes cannot be used for league play. (1)

Daily Pass

Resident to accompany guests.

Weekly House Guest Pass

Resident to accompany guests.

Pass Privileges

Use of pools and fitness facility in accordance with the Policies and rules. (2)

Daily Pass

Use of pools and fitness facility in accordance with the Policies and rules. (2)

Weekly House Guest Pass

Use of pools and fitness facility in accordance with the Policies and rules. (2)

~~Summer Guest Pass~~

~~Use of pools and fitness facility in accordance with the Policies and rules. (2)~~

Guest Pass (1, 2)

Tennis Privileges – subject to availability. 1,2)

Daily Pass

Tennis Privileges – subject to availability. (2)

Weekly House Guest Pass

Tennis Privileges–subject to availability. (2, 3)

Notes

- (1) Guest passes are required every day of the year and Patrons **must** accompany their guest(s) to the Swim and Fitness Center. Guest passes for the Swim and Fitness Center are not required for caregivers.
- ~~(2) Excludes child watch and classes.~~
- (3) Check calendar for special closed days for Leagues and Tournaments.

***Caregivers are defined as someone caring for a child or special needs adult. Caregivers may only have access to the Marshall Creek CDD family pool, however special needs adult caregivers may have access to the fitness facility. The child or special needs adult must be present with his or her(s) amenity card. Caregivers must be pre-registered prior to admittance.**

~~**A Visitor Pass is a guest who resides outside the 40-mile radius surrounding the District and is a short-term overnight visitor to a Deed Holder. A Visitor Pass may be purchased for Monday-Thursday admission to the Facilities for a fee of \$25 per person. This pass is valid only for 4 consecutive days (Monday-Thursday). Visitors with a Visitor Pass are not required to be accompanied by a resident but however the resident must accompany their Visitor at the time of purchase of a Visitor Pass. Drivers License or State ID is required to buy a Visitor to purchase a Visitor Pass. Each Visitor is limited to two (2) Visitor Passes per fiscal year.~~

****Residents may use no more than 8 guest passes per visit.**

**** CDD Management will turn away anyone that is not an official guest (AIRBNB, VRBO, etc. and less than 30-day rentals are not defined as guest).**

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, May 17, 2023 at 5:00 p.m. at Marshall Creek Amenity Center, 625 Palencia Club Drive, St. Augustine, Florida and via conference line at 646-838-1601.

Present and constituting a quorum were:

Kathy Moss	Chair
Monique Perna	Vice Chair
Howard Entman	Assistant Secretary
Howard Hoffman	Assistant Secretary
Rich Luciano	Assistant Secretary

Also present were:

Janice Davis	District Manager
Michael Eckert	District Counsel
Ryan Stilwell	District Engineer
Belynda Tharpe	General Manager
Bob Koncar	Inframark
Stephen Bloom	Inframark (via phone)
André McAden	Inframark (via phone)
Members of the Public	

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Roll Call

- Ms. Moss called the meeting to order, and the Board and Staff identified themselves for the record.

SECOND ORDER OF BUSINESS

Audience Comments

- Mr. Clarke Rudd thanked the Board for holding a 5:00 p.m. meeting noting it does not look like there is a difference in attendance. He requested they have continuous community engagement, Facebook posts, for meetings including the agenda. Additionally, he requested more comment opportunities especially if there is something big coming up for a vote.

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- Posting on Facebook was addressed with Mr. Eckert noting they run into public records issues, in trying to preserve the posts and comments. It was further noted a resident can post it, but Supervisors were cautioned against commenting on those posts.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the April 19, 2023 Meeting

On MOTION by Mr. Hoffman seconded by Dr. Entman, with all in favor, the minutes of the April 19, 2023 regular meeting were approved.

A. Discussion of Open Items

- Dr. Entman requested food service update.
 - Ms. Tharpe noted they started under the old contract last Saturday. The Health Department signed off and they are still waiting on their beer and wine license.
 - Discussion continued on the contract with regard to liquor liability insurance, with Mr. Eckert noting the Board can make a policy decision regarding not having it but he would not recommend it.
- Dr. Entman inquired what is with fitness staff.
 - Ms. Tharpe noted Ms. Erin Gunia is on personal leave and returning June 1, but she is not sure in what role.

FOURTH ORDER OF BUSINESS

Discussion of Proposals for Property Management Services

- Mr. Eckert outlined the Board's options – 1) do nothing and continue with current FSR agreement that goes from January 2022 to December 2024 which has a 90-day without cause termination provision; 2) go with the new FSR proposal; 3) choose a different company today; or 4) defer a decision to a future date.
- Board discussion ensued on FSR and the proposals received.

On MOTION by Mr. Hoffman seconded by Ms. Moss, to approve the new FirstService Residential contract failed with votes as follows:
Dr. Entman – nay
Mr. Hoffman – aye
Mr. Luciano – nay
Ms. Perna – nay
Ms. Moss - aye

On MOTION by Dr. Entman seconded by Mr. Luciano, to terminate FirstService Residential and negotiate a contract with Vesta was approved with votes as follows:
 Dr. Entman – aye
 Mr. Hoffman – nay
 Mr. Luciano – aye
 Ms. Perna – aye
 Ms. Moss – nay

- Mr. Eckert noted they will provide a 90-day termination notice without cause to FSR. They will negotiate a contract with Vesta to bring back before the Board for their approval at the next meeting.

FIFTH ORDER OF BUSINESS **Engineer’s Report**

A. Update on Proposal for Culvert

- Mr. Stilwell reported the culvert at 329-333 Vale Drive was completed at less than the approved amount.

B. Update on Structural Engineer’s Report on Boardwalk and Proposals for Boardwalk Repair

- Mr. Stilwell reported the Structural Engineer will be onsite next week.
- Dr. Entman noted there is nothing in the budget for the next year for repaving. He requested that Mr. Stilwell check the roads that are deteriorating.
 - Mr. Stilwell will review Reserve Study and report at next meeting.
 - Ms. Davis requested a copy of the most recent Reserve Study.

SIXTH ORDER OF BUSINESS **General Manager’s Operations Report**

- Ms. Tharpe noted her report was in the agenda package.

SEVENTH ORDER OF BUSINESS **District Manager’s Report**

A. Discussion of Preliminary Proposed FY 2024 Budget to Provide to Sweetwater Creek CDD

- Ms. Davis noted in the agenda package is a preliminary budget for FY 2024 and addressed the Interlocal Agreement requirement to provide it to SCCDD by June 1.
- Ms. Davis noted the June meeting has been moved to June 14th and by Florida Statute by June 15th they have to have approved a tentative budget which will determine whether they

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are required to send mailed notices to every owner or simply advertise a budget public hearing.

- Mr. Hoffman addressed funding of the Boardwalk repairs and suggested including \$150,000.
- Discussion continued on the budget:
 - Impact fee sale revenue – Mr. Eckert noted that nothing was finalized yet, but under the latest proposal the first closing would July 2023. They anticipate a Master Agreement for all four takedowns by July 2023. They would anticipate the takedown of impact fee credits July 2023, October 2023, January 2024 and April 2024. Total of \$382,166.59 is anticipated. For FY 2023 it would be \$95,541.65.
 - ❖ Add to projection for Impact Fees for FY 2023 \$95,541.65 with the remainder being added to the Revenue for FY 2024.
 - Assessments were addressed.
 - ❖ Increase R&M Boardwalk to \$125,000 (increase of \$100,000)
 - ❖ Increase R&M Roads & Alleyways to \$140,000 (increase of \$100,000)
 - ❖ O&M – Prof Serv – Field Mgt – will need to increase for Vesta agreement

On MOTION by Dr. Entman seconded Ms. Perna, with all in favor, transmitting the preliminary FY 2024 budget as amended to SCCDD was authorized.

- Send Preliminary FY 2024 budget to SCCDD copying the Board.
- **B. Report on Number of Registered Voters – 2,715**
- Ms. Davis reported the number of registered voters within the District are 2,715.

EIGHTH ORDER OF BUSINESS

Attorney’s Report

A. Ratification of Agreement with Disaster Law Consulting, LLC

- Mr. Eckert addressed the ratification of the agreement with Disaster Law Consulting, LLC. As Special Counsel to respond to FEMA’s denial of the District’s claim. With FEMA denying the appeal of the denial, he reached out to this specialist with a cheaper hourly rate than Kutak Rock.

Dr. Entman MOVED to ratify the Disaster Law Consulting, LLC agreement and Mr. Hoffman seconded the motion.

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- Mr. Luciano inquired if there is a cap on the number of hours.
 - Mr. Eckert noted there is no cap on hours. If they would like him to include a cap, he can.

On VOICE vote, with all in favor, the Disaster Law Consulting, LLC agreement was ratified.

- Mr. Eckert noted if anyone has any information related to this claim, they need to get it to Special Counsel as soon as possible.
 - Mr. Stilwell reported he has reached out to Ms. Mary Heath who is happy to help. He also has reached out to Mr. O'Shea as Ms. Heath no longer has access to the records.
 - Ms. Moss asked what the deadline is.
 - Mr. Eckert noted they have 60 days to respond and are halfway into it.
- Mr. Eckert noted there may need to be a decision in terms of whether the District files a second appeal with FEMA or whether they ask for arbitration. It is an either/or and a bit of a gray area in terms of whether the District would qualify for arbitration. He would like a motion from the Board for Special Counsel in consultation with the Chair to make the decision whether to file a second appeal or request arbitration after he reviews the information.

On MOTION by Mr. Hoffman seconded by Dr. Entman, with all in favor, authorizing the Chair to work with Disaster Law Consulting on the FEMA claim to determine whether to file arbitration or a second appeal was approved.

B. Update & Consideration of Revised Impact Fee Sale Transaction

- Mr. Eckert addressed the Revised Impact Fee Sale Transaction. It has been approved. The difference in the structure is they now have more definitive dates and the amount of Impact Fees everyone would be selling has increased.

On MOTION Dr. Entman seconded by Mr. Hoffman, with all in favor, the Revised Impact Fee Sale Transaction was approved.

- Mr. Eckert reported the Sovereign Immunity Limit Bill did not pass. Insurance rates will still increase but maybe not as much as they would have. They are hearing some carriers

estimating up to 50% increase on property insurance. The Legislative Bill for four (4) hours of ethics training for all District Board members did pass. Starting in the calendar year after January 2024, the Board will have to undergo the ethics training. They will be provided with some options to complete this training by December 2024.

NINTH ORDER OF BUSINESS

Supervisors' Requests

A. Discussion of Seeking Recovery from Inframark for Lost Income Due to Inappropriate Management of Excess Cash – Dr. Entman

- Dr. Entman reported on his conversation with Inframark concerning the opportunity loss from having the monies in a non-interest-bearing accounts over the past several months.
 - Ms. Davis noted Mr. Bloom and Mr. McAden are on the call.
- Dr. Entman continued noting the Interest Analysis was included in the agenda package.
 - Ms. Davis noted she handed it out today and it was emailed to the Board.
 - Dr. Entman noted the loss number is \$8,591. He would like to come to a settlement with Inframark on monies owed the District.
 - Mr. Bloom noted as a point of clarification, all funds were in interest bearing accounts, just not in the highest available interest instruments.
 - The consensus of the Board is for Dr. Entman to negotiate with Mr. Bloom and Mr. McAden to reach a settlement.

B. Discussion of Guest Policy Relative to Number of Guests per Day – Ms. Perna

- Ms. Perna addressed the guest policy of eight (8) guest per day, per household. She inquired if this is excessive now that they are getting to capacity. She noted it is becoming an issue at the gym.
 - Discussion continued on guest passes, tracking and number of guests.
 - Ms. Tara Jinks addressed her confusion of why they are allowing minors to bring guests to the facilities without an adult.

****Audience Comment**

- Ms. Tara Jinks addressed an accident in December they were involved in at the Publix exit. She asked the Board to revisit this intersection.
 - Discussion ensued with it being noted the CDD has no control over the intersection. Ms. Moss noted she will have a conversation with Mr. Stilwell again to see if there is anything the CDD can do.

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- Mr. Eckert noted the CDD does not have traffic control jurisdiction; it is reserved for the County.

****C. Mr. Hoffman**

- Supervisor Hoffman announced he resigned from the Board noting he has been on the Board 13 years and has enjoyed working with everybody.

TENTH ORDER OF BUSINESS

Acceptance of the April 2023 Financial Statements and Approval of April 2023 Check Register and Invoices

- Ms. Davis addressed the Cash & Investment Report. They typically have to ask the Trustee if they will invest the bond funds. They put in a request to US Bank and they did agree to invest the funds into a higher interest rate account earning 4.67%. It does not change assessments but when they get to the final assessment payment in 2032 they may end up one payment less or a lower payment for the last payment to pay off the bonds.

On MOTION by Dr. Entman seconded by Ms. Perna , with all in favor, the April 2023 financial statements were accepted, and the April 2023 check register and invoices were approved.

- Ms. Davis inquired if they want to talk about the process for filling the vacancy.
- Mr. Eckert outlined the process noting the Board of Supervisors will appoint someone to fill the remainder of the term. He noted there is no required/formal process, but they do need to provide direction to the District Manager on whether and how they want to advertise the vacancy.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Dr. Entman seconded by Ms. Perna, with all in favor, the meeting was adjourned.

Janice Eggleton Davis
Secretary

Kathleen Moss
Chairman

Fifth Order of Business

5A.

From: Howard Hoffman <lhhoffman@gmail.com>
Sent: Wednesday, May 17, 2023 6:37 PM
To: Davis, Janice
Subject: resignation

This is to confirm that I am resigning from the MCCDD board effective immediately. It has been a pleasure working with all of you.

Best regards
Howard Hoffman

Sixth Order of Business

**AGREEMENT BETWEEN MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC.
FOR AMENITY FACILITIES MANAGEMENT**

This Agreement (“Agreement”) is made and entered into this [REDACTED] day of [REDACTED] 2023, by and between:

Marshall Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida, with a mailing address of 12574 Flagler Center Blvd., Suite 101, Jacksonville, Florida 32258 (“District”); and

Vesta Property Services, Inc., a Florida corporation, with offices located at 245 Riverside Avenue, Suite 300, Jacksonville, Florida 32202 (“Contractor” and, together with the District, “Parties”).

RECITALS

WHEREAS, the District owns, operates, and maintains various common areas including ponds, landscape tracts, conservation areas, roads, gates, and an amenity center which consists of a clubhouse, fitness room, swimming pools, sports courts and fields, a playground, and other related facilities (“Amenities”); and

WHEREAS, the District desires to retain an independent contractor to provide day-to-day property management for the operations and maintenance of the Amenities as set forth in more detail herein and in **Exhibit A** attached hereto (“Services”); and

WHEREAS, the District seeks to have the Services provided by Contractor; and

WHEREAS, Contractor has professional experience, knowledge, and training in providing the Services and is willing to provide such Services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor to provide the Services as described in this Agreement.

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

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

2. SCOPE OF SERVICES. Contractor agrees to provide the Services as set forth in the Scope of Services attached hereto as **Exhibit A**, which is made a part hereof by this reference. The District reserves the right to adjust the scope of Services and remove certain items from the scope

of Services and, if the District elects to do so, the Parties agree to negotiate in good faith for a corresponding adjustment to the level of staffing and compensation owed hereunder, any additional staffing or compensation is appropriate. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities in this Agreement are met to the satisfaction of the District. While providing the Services, the staff assigned by Contractor shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. To the extent that any provision of **Exhibit A** conflicts with any provision contained herein, the express terms of this Agreement shall control.

3. COMPENSATION. As compensation for the Services, the District agrees to pay the Contractor in twelve (12) monthly payments as outlined below, for an annual total not to exceed Three Hundred Four Thousand Seven Hundred Fifty-Two Dollars (\$304,752) for Year One, not to exceed Three Hundred Thirteen Thousand Eight Hundred Eighty-Four Dollars (\$313,884) for Year Two, and not to exceed Three Hundred Twenty-Three Thousand Three Hundred Seventy-Six Dollars (\$323,376) for Year Three of the Agreement. From the date three years after Contractor’s official start date on site at the District until September 30, 2026, Contractor shall be compensated at the Year 3 monthly rates.

		Year 1	Year 2	Year 3
Management Fee	Total Monthly Amount	\$5,399	\$5,399	\$5,399
	Total Annual Amount	\$64,790	\$64,790	\$64,790
Staffing Fee				
Staffing Fee	Total Monthly Amount	\$19,997	\$20,758	\$21,549
	Total Annual Amount	\$239,962	\$249,095	\$258,594
Total Fee				
Total Fee	Total Monthly Amount	\$25,396	\$26,157	\$26,948
	Total Annual Amount	\$304,752	\$313,884	\$323,376

For the Staffing Fee component of compensation, the District shall only pay the Direct Costs (defined below) for employment of the Property Manager and the Assistant Property Manager. If the District desires to adjust the Staffing Fee either higher or lower, the District shall have the ability to do so provided qualified persons can be located who are willing to work for the adjusted Staffing Fee. For purposes of this Agreement, “Direct Costs” specifically include and are limited to regular wages, onboarding costs, holiday wages, incentive pay, overtime wages, vacation wages, sick pay, basic accidental death and dismemberment insurance, basic life insurance, medical insurance, FUTA, medicare, social security, Florida SUI, and worker’s compensation. In the event there is a renaming or reclassification of the components of Direct Costs, or if there is a newly imposed governmental fee or tax, or if Contractor believes a new component of Direct Costs would be beneficial to the District, Contractor shall bring that issue to the attention of the District and the parties shall mutually determine whether it should be added to the definition of Direct Costs for purposes of this Agreement. Direct Costs shall not include those

items not specifically defined as Direct Costs, including but not limited to, Vesta employee mobile phone expenses, computers and information technology, onsite employee travel, liability insurance, Vesta logo uniforms, training and related materials, costs associated with internal Vesta accounting, management and other support, and profit.

The Property Manager shall work on-site a minimum of forty (40) hours per week, one hundred seventy-three (173) hours per month, and two thousand eighty (2080) hours per year, less fifteen (15) days of vacation per year and ten (10) days of holidays per year. The Assistant Property Manager shall work on-site a minimum of forty (40) hours per week, one hundred seventy-three (173) hours per month, and two thousand eighty (2080) hours per year, less fifteen (15) days of vacation per year and ten (10) days of holidays per year. Vesta may make reasonable adjustments to the number of vacation days, upon prior written notice to the District. Contractor shall invoice the District monthly for Services on the 25th day of each month. If requested by the Board of Supervisors, Contractor shall provide a reporting of the Direct Costs incurred for each staff member assigned by the Contractor. The District agrees to promptly notify Contractor if it receives a public records request seeking documents revealing the Direct Costs for individual employees of Contractor. The District shall pay substantiated invoices within forty-five (45) days of receipt. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.

4. TERM; RENEWAL. This Agreement shall become effective on the date first written above and, unless otherwise terminated in accordance with Section 23 hereof, shall remain in effect until September 30, 2026. Thereafter, this Agreement may be renewed upon the agreement of both parties for two (2) additional one (1) year terms at compensation rates approved by the parties in a written amendment to this Agreement.

5. GENERAL PROVISIONS. The following general provisions shall apply to all services provided for under this Agreement:

A. Contractor is an independent contractor. Contractor shall employ adequate personnel to discharge its obligations under this Agreement. Contractor shall have sole authority as an independent contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Contractor shall be the employer of such personnel; shall be responsible for all record keeping, salaries, fringe benefits, insurance and other employment-related costs; and shall supervise all such personnel in such manner as Contractor deems necessary.

B. Notwithstanding anything else in this Agreement, Contractor shall be accountable at all times to the Board for all services provided under this Agreement. Contractor shall be liable for the performance, or lack thereof, of its personnel and vendors that are within its control.

C. Contractor hereby agrees to cooperate with the District Manager and his or her staff with respect to all business with the District.

D. The Contractor shall be responsible for the Services, including the recruitment, selection and hiring of staff members. However, upon determination of the District that staff members are not fulfilling his or her assigned duties in a satisfactory manner, the District, through its representative, shall confer with the Contractor regarding the same and the Contractor agrees to resolve such issues expeditiously.

E. Contractor shall promptly respond to any and all emergencies or urgent issues related to the District's property or community operations and shall report to the District all known urgent issues within twenty-four (24) hours.

F. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to the Contractor at cost. Such reimbursements shall only be paid in accordance with receipts for such costs.

G. All purchases made by the Contractor pursuant to this Agreement will be in accordance with and subject to the District's Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law. No expenditure in excess of budgeted amounts may be made without prior Board approval except in the event of an emergency, in which case the Contractor shall submit such expenditure and the reason for the emergency expense to the District Manager.

H. The Contractor shall (i) provide equal treatment and access to the District's Amenities to all residents and paid users and (ii) maintain the assets of the District in a manner consistent with direction from the Board.

6. PROCUREMENT PROCEDURES BY CONTRACTOR. Contractor shall have the authority to make payment directly to vendors for emergency or non-recurring purchases using a District-issued debit card ("**Debit Card**") as described in this section. All of Contractor's expenditures shall be in accordance with the District's rules of procedure and Florida law. Contractor shall secure "preferred pricing" from vendors when possible, at no additional charge to the District. The District shall provide to Contractor two (2) Debit Cards, each with a limit of One Thousand Dollars (\$1,000.00). The Property Manager and Assistant Property Manager, on behalf of Contractor, shall be the only individuals authorized to use the Debit Cards and shall execute and abide by the District's *Agreement Regarding Use of District-Issued Debit Card*, the form of which is attached hereto as **Exhibit B** and incorporated herein by this reference. To the extent feasible, the Contractor shall take all necessary steps to ensure that any Debit Card purchases are made on a tax-exempt basis. The District shall not replenish the Debit Cards until provided with a full accounting, including copies of any receipts, for any monies the Contractor spent. Any purchases pursuant to this section that would require spending in excess of the applicable line-item amounts set forth in the annual operations and maintenance budget adopted by the District's Board and as may be amended from time to time ("O&M Budget") shall require prior approval from the Board.

The Contractor shall be responsible for reimbursing the District for any Debit Card purchases that are not supported by appropriate receipts, or other proof of payment mutually agreed upon by the Parties, or that are not approved as part of the O&M Budget or by the Board (“Reimbursement Amount”) as well as any fees or penalties incurred as a result of such purchases. The Contractor shall pay the District an additional fee in the amount of ten (10) percent of the Reimbursement Amount in the event Contractor fails to reimburse the District within fifteen (15) days of receipt of notice from the District of unsupported Debit Card charges.

7. CARE OF THE PROPERTY. The Contractor shall use all due care to protect the property of the District, its residents, landowners and authorized guests from damage by Contractor or its employees or agents. The Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor’s sole expense, unless otherwise agreed, in writing, by the District.

8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, the Contractor shall use effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the District’s property unless the District specifically directs otherwise.

9. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. The Contractor shall promptly and in no event within more than forty-eight (48) hours provide a written report as to all accidents, injuries or claims for damage relating to the District’s property or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the Board expressly directs Contractor otherwise, in writing.

10. PERMITS, LICENSES, AND OTHER APPROVALS. Unless the District expressly directs otherwise in writing, the Contractor, at the District’s expense, shall timely apply for, obtain, and maintain all applicable permits, licenses, certifications, consents, and other approvals for operation and management of the District’s improvements under this Agreement and from all governmental agencies which have jurisdiction over the operation and management of the said improvements. The Contractor, by applying for such permits, licenses, certifications, consents, and other approvals, does not in any way guarantee the approval of such applications. In the event an applicable permit, license, certification, consent, or other approval is not obtained for a particular service, or a permit, license, certificate, consent, or other approval necessary for a particular service is rescinded or revoked, the Contractor shall immediately notify the District and shall not provide, and shall immediately abate the provision of, that service.

11. ADHERENCE TO DISTRICT RULES AND POLICIES; AUDITS. The Contractor and its personnel shall be familiar with, and comply with, all District rules and policies, and further shall ensure that all persons using the Amenities are informed with respect to the rules and policies and ensure that said persons conform therewith. The Contractor has the authority to have patrons, guests, and others who are failing to comply with District rules and policies removed from the Amenities only to the extent such authorization is set forth in the District’s rules and policies and only to the extent the Contractor acts in a manner consistent with the District’s rules and policies.

Such incidents shall be reported promptly to the District. In connection with the annual audit of the District's financial affairs, Contractor shall cooperate in good faith to provide access to all books and records of Contractor relating to the provision of the Services and necessary to the audit for review by the District's internal or independent auditors. In addition thereto, Contractor shall provide access to such books and records to a District representative at any time, and such records shall be made available to the District's offices in Florida.

12. INSURANCE.

A. Insurance Coverages. Contractor shall maintain throughout the term of this Agreement the following insurance:

- i. Workers' Compensation
 - a. State Worker's Compensation – Greater of statutorily required amount or \$1,000,000 per occurrence / \$1,000,000 aggregate / \$1,000,000 per disease
 - b. Employer's Liability - \$1,000,000
- ii. Commercial General Liability Insurance
 - a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$1,000,000
 - b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$1,000,000
 - c. Products/Completed Operations - \$1,000,000
 - d. Personal and Advertising Injury - \$1,000,000
- iii. Employment Dishonesty Insurance - \$150,000
- iv. Employment Practices Liability Insurance - \$1,000,000
- v. Abuse and Molestation Insurance - \$1,000,000
- vi. Automobile Liability
 - a. Bodily Injury:
 - i. Each Person - \$1,000,000
 - ii. Each Accident - \$1,000,000
 - b. Property Damage:
 - i. Each Occurrence - \$1,000,000
- vii. Professional Liability Insurance (Consultants) - \$1,000,000
- viii. Umbrella Insurance (above the insurance listed above) - \$1,000,000

B. Insurance Conditions. In addition to the other requirements of this section, the Contractor shall ensure compliance with the following:

- i. All such insurance shall be obtained from insurance companies that are duly licensed or authorized, in Florida, to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Agreement shall have an A.M. Best rating of A-VII or better.
- ii. The Commercial General Liability Policy shall include and list as additional insureds the following: the District and its Supervisors, managers, attorneys, engineers, staff, representatives, consultants,

agents, and employees. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. No policy may be canceled or materially changed during the term of this Agreement without at least thirty (30) days written notice to the District, and in the event of any cancellation or material change, Contractor shall promptly notify the District.

- iii. With the exception of Workers Compensation and Professional Liability Insurance, all such insurance shall be on an occurrence basis. For insurance that is not on an occurrence basis, insurance coverage shall be maintained throughout the duration of the Agreement and for a minimum of two years after any termination of the Agreement.
- iv. Contractor shall deliver certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Agreement. Upon request by District, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under this Agreement. Further, the fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Agreement is not intended to constitute a waiver of any rights of any kind by the additional insured.
- v. The Parties agree that all insurance policies obtained pursuant to this Agreement shall include a clause or endorsement, which shall waive the right of subrogation on the part of the insurance carrier against the Parties. The Parties hereby release one another from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation, but only to the extent of the coverage provided by the insurance policies obtained pursuant to this Agreement. Contractor shall be responsible for assuring that the insurance policies contain the applicable clause or endorsement described in this paragraph.

13. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings

with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

To the extent allowed by law and without waiving any of the protections and immunities afforded to the District under Florida law, District agrees to defend, indemnify, and hold harmless the Contractor and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the Contractor, or loss or damage, whether monetary or otherwise, arising out of the negligence or willful misconduct of the District or its employees, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires District to indemnify the Contractor for the Contractor's percentage of fault if the Contractor is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, District shall indemnify the Contractor for any and all percentage of fault attributable to District for claims against the Contractor, regardless whether the Contractor is adjudged to be more or less than 50% at fault.

Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines or judgements against the District.

C. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 13 shall survive the termination or expiration of this Agreement.

14. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this

Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

15. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and Contractor relating to the subject matter of this Agreement.

17. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

18. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

19. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

A. If to Contractor: Vesta Property Services, Inc.
245 Riverside Avenue, Suite 300
Jacksonville, Florida 32202
Attn: _____

B. If to District: Marshall Creek Community
Development District
12574 Flagler Center Blvd., Suite 101
Jacksonville, Florida 32258
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Ave.
Tallahassee, Florida 32301
Attn: District Counsel

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

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

20. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

21. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.

22. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue shall be in St. Johns County, Florida.

23. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon ninety (90) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. Upon termination of this Agreement, the Contractor shall, as soon as practicable, but in no event later than the effective date of the termination: (i) deliver to the District all materials, equipment, tools and supplies, keys, contracts and other documents relating to the District's operations and the Services provided herein; (ii) vacate any portion of the District's property accessed by the Contractor as a consequence of this Agreement; and (iii) furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Services hereunder. Within ten (10) days after the effective date of any such termination, Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination. Upon termination, the parties shall account to each other with respect to all matters outstanding as of the effective date of termination.

24. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Sandra Demarco** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 282-0081, SANDRA.DEMARCO@INFRAMARK.COM, OR AT 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071.

25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

28. NEGOTIATION AT ARM’S LENGTH. This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen,

and selected the language, and the doubtful language will not be interpreted or construed against any party.

29. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

30. E-Verify. The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District because of the termination. If the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

31. Compliance with Section 20.055, Florida Statutes. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

32. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year shown below.

Attest:

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice-Chairperson,
Board of Supervisors

Print Name: _____

Date: _____

VESTA PROPERTY SERVICES, INC.

Witness

By: _____
Print: _____
Its: _____

Print Name of Witness

Exhibit A: Scope of Services

Exhibit B: Agreement Regarding Use of District-Issued Debit Card

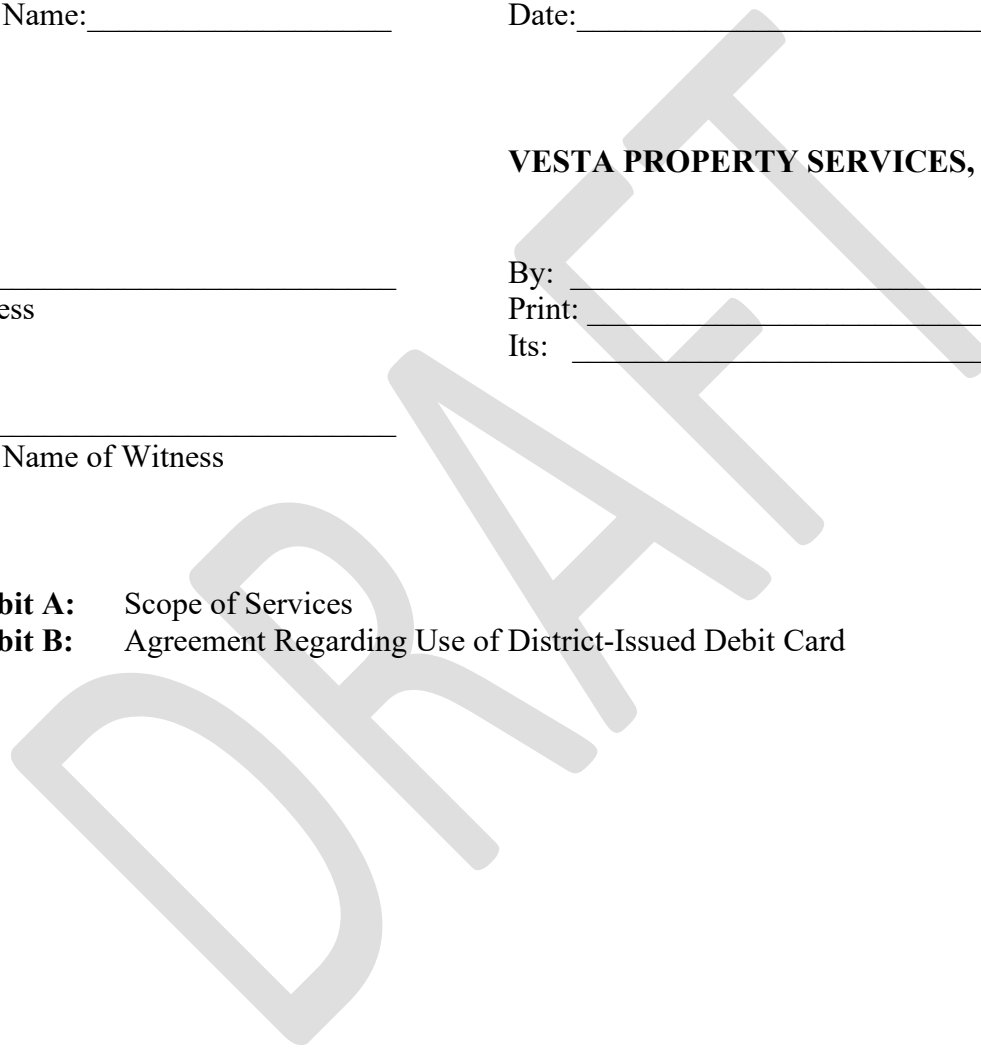


Exhibit A

Operations Management Team composition:

Property Manager (PM) — reports to District’s Board of Supervisors

Assistant Property Manager — reports to PM

The Operations Management Team will supervise the following employees of the District (these employees are not to be provided by the Proposer):

Engineer — 4 staff report to mgr.

Landscape mgr. — 13 staff report to mgr.

Tennis Director — 9 staff report to mgr. (includes 2 pros and 7 staff)

Swim & Fitness mgr. — employees vary throughout the year — 38 employees during the summer months (13 seasonal) report to mgr.

The Operations Management Team duties include:

I. Administration and Coordination

- a. Interface with District Attorney, District Engineer and District Manager at least weekly, or as needed.
- b. Manage Interlocal Agreements with Sweetwater Creek CDD (SCCDD)
- c. Attend all CDD meetings monthly, interface with five board members
- d. Meet with CDD staff to prepare for the meetings.
- e. Administer District contracts

II. Personnel

- a. Manage all on-site CDD employees currently consisting of approximately 26 full time and 30 part time employees.
- b. Recruit — assist CDD managers with recruiting for higher level positions
- c. Train — CDD managers train employees.
- d. Performance evaluation — annual evaluation conducted between property manager and CDD engineer, tennis director and swim & fitness manager. CDD managers are responsible for evaluating their staff and the Operations Management Team approves pay increases of staff.

- e. Payroll administration — Staff Accountant - Includes termination, benefit management, workers compensation and human resources.
- f. Process payroll of District employees, bi-weekly. Number of employees increase seasonally, i.e. summer lifeguards, camp.
- g. Assist w/ HR duties including new hires, termination, COBRA, FMLA and benefit management. (approx. 8 hrs. bi-weekly).
- h. Coordinate staff appreciation annual recognition event.
- i. Coordinate with Insurance broker an employee plan favorable to the majority of the staff, and rolling out the plan to the staff.

III. Community Knowledge, Coordination, Outreach and Resident Services

- a. Bi-monthly staff meetings between all CDD managers and management team.
- b. Appropriately administer all MCCDD Policies and Procedures and District-related DRI/PUD entitlements.
- c. Update CDD-owned website for general issues, publish e-blasts as needed (approximately 300 e-blasts/year).
- d. Be knowledgeable of the Palencia North Master Declarations and understanding of the SCCDD and its geography.
- e. On-site liaison with the St. Johns River Water Management District coordinating use of over 421 acres of wetland and upland conservation areas. Communication with homeowner as needed for compliance issues.
- f. Maintain office on-site, M-F 8:30 a.m. —5 p.m.
- g. On-site management of District response to resident and public inquiries and concerns.
- h. Resident relations — handle all resident personal visits and telephone calls, including new residents and renters. Greeting visitors/residents to determine the nature of their visit and assisting or directing them as necessary.
- i. Providing visitors with general information about the community/amenities/area, including SCCDD.
- j. Providing detailed information about new resident registration.

- k. Providing potential residents and real estate agents information regarding CDD fees.
- l. Listening to resident concerns and handle accordingly by directing them to appropriate staff members.
- m. Providing answers to commonly asked questions, etc.
- n. Responding to emails from residents, vendors, and other parties.
- o. Preparing welcome letters and packages for new property owners.
- p. Responding to telephone, e-mail and on-site inquiries Approximate weekly visits and type:
 - 1. Gate barcodes 20-25
 - 2. Orientations 3-5
 - 3. ARB 4-5
 - 4. Amenity cards 3-4
 - 5. Admin 5-8.
- q. Managing Front Desk/ Reception which duties include:
 - 1. New resident registration and current resident updates to information — more than 240/year (owners), 400/year (renters)
 - 2. Entering resident information into resident database
 - 3. Issuing amenity cards and reprinting amenity cards — more than 500/year
 - 4. Issuing vehicle decals — more than 1,000/year
 - 5. Updating vehicle decal databases (DoorKing and CMS).
- r. Maintain resident directory and email list.
- s. Processing incoming/outgoing mail.

IV. Safety

- a. Coordinate all emergency procedures regarding District facilities and operations, including —
 - 1. Establishing plans
 - 2. Monitoring equipment
 - 3. Executing plan in live emergencies (tropical storms, hurricanes, wildfire) - Direct and assist with any St. Johns County Emergency Operations

Center— mandated evacuations, bomb searches and life safety alarms as deemed reasonable and prudent

4. Assist St. Johns County Sheriff and/or Fire Rescue emergency authorities and response teams as requested
 5. Coordination with FEMA as needed.
- b. Administer the safety program and support CDD managers with the implementation.
 - c. Coordinating meeting with insurance company and CDD managers to review safety procedures.
 - d. Prepare OSHA reports.

V. Access Control and Patrolling

- a. Coordinate Administration of Controlled Access Guardhouses.
- b. Manage and Direct Roving Patrol. Property manager along with Engineer and CDD board member, meet with supervisor of contracted guard service weekly to discuss and resolve operational concerns.
- c. Prepare monthly operations and roving patrol sheriff's reports for inclusion in agenda.

VI. Inspection, Repair and Maintenance

- a. Administer activities and coordinate administration with the Engineer and Landscape manager related to the physical operation of the District property, including:
 1. Regular inspections of all CDD facilities with the Engineer and Landscape Manager for appearance and functionality
 2. Oversee the cleaning of their respective departments. Property management inspections occur regularly
 3. Oversee Engineering department's administration of FMX work order requests for repair work needed. FMX is the work order program utilized by the CDD Engineer and Landscape Manager. Entering maintenance issues into FMX ticket system (more than 700/year).

- b. Landscape Maintenance management/oversight — in addition to Palencia landscape, CDD landscape services Augustine Island.
- c. Street light (decorative) maintenance and repair administration.
- d. Street sign maintenance and repair administration.
- e. Street, sidewalk and curb maintenance and repair administration.
- f. Storm water system maintenance and repair administration.
- g. Maintenance and repair administration of over 5,000 linear feet of raised boardwalks (including Tolomato River Boardwalk), over 8 miles of multi-use paths, and over 6 acres of playgrounds and passive park equipment.

VII. Amenities

- a. Amenities (Swim & Fitness and Tennis) management/oversight — Meet with the managers regularly to discuss and/or resolve any homeowner related issues, employee issues or department policies.
- b. Attend Tennis Committee meetings.

VIII. Fiscal and Budgeting

- a. On-site accounts payable/bookkeeping.
- b. Budget preparation and management (\$4.4M budget).
- c. Approve and process invoices for payment (approx. 8 hours/week with a minimum of 50 invoices weekly).
- d. Research past due invoices.
- e. Process revenue from CDD departments (includes reconciliation of funds received with accounting backup and providing same to Inframark accounting). Bank deposits: tennis — daily deposit; swim lessons; summer camp; miscellaneous — FEMA reimbursement, impact fees, vehicle decals, replacement cards.
- f. Coordinate with Inframark on budget process to achieve overall cost increase/decrease to homeowner.
- g. Oversees vendor contracts to include confirming COIs are updated.
- h. Supports amenity and tennis operations including POS system, inventories and resident IDs (card systems).

- i. Operations analysis.
- j. Budget preparation and management.

DRAFT

Exhibit B

AGREEMENT REGARDING USE OF DISTRICT-ISSUED DEBIT CARD

As the Property Manager/Assistant Property Manager for the Marshall Creek Community Development District (“District”), and pursuant to that certain *Agreement between Marshall Creek Community Development District and Vesta Property Services, Inc. for Amenity Facilities Management*, dated _____, 2023 (“Agreement”), I, _____, as Property Manager/Assistant Property Manager, understand that I am authorized to use the District-issued Debit Card, as defined in the Agreement, to make purchases as set forth in the Agreement. In this respect, I will adhere to the following:

1. Compliance with Agreement, Rules & Policies. I agree to abide by all of the terms of the Agreement, as may be amended from time to time. I further agree to abide by the policies of the bank from which the Debit Card is issued. I understand all such terms, rules, and policies.

2. Authorized Expenditures Only. I agree to use the Debit Card for approved District expenditures only, as set forth in the Agreement, and not personal expenses. I further agree not to use the Debit Card to obtain cash advances of any kind, whether from banks, credit unions, automatic tellers, or other means. I understand that in all cases of misuse, the District reserves the right to recover any monies and other damages from me.

3. Security. I agree to maintain the security of the Debit Card at all times in order to prevent the Debit Card from being used for fraudulent or corrupt purposes, and to account for all Debit Card expenditures with appropriate receipts.

4. Accounting. I understand that the Debit Cards will be funded only up to One Thousand Dollars (\$1,000.00) at any given time, and in order for the account to be replenished I must submit appropriate receipts to the District pursuant to the terms of the Agreement. I understand that unaccounted for or unapproved Debit Card expenditures are my responsibility, and that I may be liable for them at the discretion of the District. I will notify the District immediately upon discovering the Debit Card has been lost, misused, or stolen.

5. Conclusion of Employment. Upon the conclusion of my employment at the District, I agree to submit the Debit Card to the District and all receipts within twenty-four (24) hours of my last day of work.

Signature: _____ Date: _____

Eighth Order of Business

Marshall Creek CDD Operations Report for June 14, 2023

Notables:

- **North Loop Storm Drains**-Lots 40-49 (**attached**) have been covered by overgrown grass and shrubs and the stormwater line is blocked by debris. Four drains have been located (Lots 41,43, 44 and 46). Lot 44 drain is 3 feet below grade. The line is clogged with debris and requires a jetting service to unclog. **Quotes attached**. GM approved Metro-Rooter quote and we are waiting on a confirmation of date scheduled.
- **Snack Bar:** Erin to provide an update regarding vendor beer and wine insurance.
- **Public Records Requests:** Many staff hours (Tom, Joanne, Tiffany, Belynda) consumed providing documentation for the Camp Bogey Creek charity tournament, Tennis staff lesson and clinic commissions, Non-Resident tennis membership list, monthly itemized ball machine rental, monthly merchandise inventory and sales report).

Administration:

- SJSO Violation log for May **attached**.
- Radar reports (April & May) **attached**.
- Action Items update **attached**
- Weekly department director meetings
- Monthly drive with Chair Moss (5/2) and Supervisor Perna (5/16)
- Meeting with tennis committee chair (5/26)
- Property inspections (San Mateo Park, Vale Pond 8, 220 N River, Vale Culvert Repair, Spanish Marsh sidewalks, Stokes Creek tree/drainage issues sidewalk, Oak Common, Westside Row Park)
- FSR webinar-LD/GM monthly collaboration call.
- Attending FSR Lifestyle Summit in Charlotte (June 14-16).

Department Reports:

Amenity Center - Front Desk (Adelaide)

- **17** Residents were removed from the database due to moving or non-responsive to emails/calls for renewal of lease.
- **18** new residents moved in and were registered in Palencia. Out of those new residents, 17 have had their new resident orientation.
- **91** decals were given to residents this month.
- New classes added at the Amenity Center Aerobics Room are; Body Flow, an additional Body Pump, Body Combat and Cardio Step. The virtual program will be discontinued, and the new classes are with live instructors.

Marshall Creek:

- The Snack Bar opened and began serving residents.
- Lifeguards started full time on Thursday, May 25th
- Les Mill live classes added to the schedule in the Aerobics Room: Body Combat and Body Flow
- Water Aerobics added a fourth class and has great attendance overall
- Hiring more Lifeguards

Community Events:

- Mammogram Bus

- Food Drive
- CPR Class
- Taco Tuesday
- Food Truck Friday
- End of School Year Party with vendors, DJ, Food Trucks, Snack bar
- Trivia

Club Meetings:

- Mahjong
- Farkle
- Game Club
- Book Club
- Art Education
- Women Who Mean Business

Association Meetings:

- POA-Annual Meeting
- POA-BOD
- POA-New Buildx2
- POA-MODx2
- POA-Compliance Meeting
- POA=Gov Documents
- Palencia North
- Marshall Creek CDD
- Sweetwater Creek CDD
- Alsop

Private Party Room Rentals: One

Sweetwater Creek:

- SW trimmed the trees away from the pool sign, the walking path and the lights
- SW sprinklers changed times to in the middle of the night instead of flooding the walkways at 7am
- New washer and dryer purchased and delivered
- Pool depth markers replaced
- Tai Chi Classes discontinued until August-happens every season

Engineering:

- The new CDD park benches have been installed at previously selected locations around North/South loop pkwy.
- A well drilling contractor had a trailer accident causing a very large quantity of sand/clay slurry at the intersection of Vale Dr. and North Loop pkwy. The contractor and the engineering dept worked together to get the area cleaned up as quickly as possible.
- Most of the yard drains on North Loop area have been located.
- The new SCAG debris loader has been delivered. This machine will help us take care of the yearly leaf removal in house.

- A food pass through has been installed on the back side of the Amenity center for Pele's cafe.
- All shelves have been installed in the cafe according to vendors' needs.
- The Perform thermoplastic material for the Publix/Starbucks intersection is on site awaiting the line removal machine. This material will cover the pedestrian crossings and stop bars at the Publix/Starbucks intersection.
- The main entrance lights were out for several days due to a lightning strike. We were able to repair and replace parts in house. Lights are working now.
- Pressure washing around the North/South loop curbs and gutters is almost complete.
- The Engineering Dept. completed 18 FMX work requests and 6 planned Maintenance tasks.

Landscape:

- Hand watering three times per week.
- #5 boardwalk serviced three times per week.
- Trimmed back vegetation hanging over the water at Lake 8.
- Sod prepped multiple parks and installed new turf grass. San Mateo and three parks on Monterey
- Planted new plant material at San Mateo Park.
- Installed new plant material on the Main Entry across from Avilla.
- Raked and removed a ton of magnolia leaves on Palencia Village Dr.
- Installed new plant material at Mission Park.
- Cut back a section of wood line and vines on Palencia Village Dr.
- Serviced all dog stations and trash three time per week.
- Prepped and installed new sod at Village Green.
- Installed a new 1 ½' irrigation valve at San Mateo.
- Replaced four solenoids due to a lightning strike at Mackenzie Park.
- Extended irrigation zone for new plant material at San Mateo.
- Repaired a 1" and 1 ¼' irrigation zone line at San Mateo Park.
- Extended an irrigation zone for new sod in Monterey.
- Rebuilt an irrigation 2" valve at Mission Park.
- Installed a power board and a station modular on an ACC2 irrigation controller due to a lightning strike.
- Repaired a 1" irrigation zone line at Village Green.
- Repaired six broken irrigation risers on North Loop due to vandalism.
- Conducted irrigation inspections in all common areas.

Tennis:

- Our Progressive inhouse tennis league started, Sunday May 7th...16 teams of all levels playing for 7 weeks...Lots of great feedback from the participants about playing with different players...
- We held a parent youth tennis round robin...We had 21 teams playing in three different division...see photos above...
- We held a USTA Level 7 one day junior tournament and had 60 to 70 juniors participating...all ages, 8 different divisions...
- Our first of four ladies' camps were held on the 22nd thru 24th...all three days were completely sold out...Next one is scheduled for mid-June..
- The resurfacing of courts 1 & 2 has been completed...6 tons of materials, new lines, and nets...

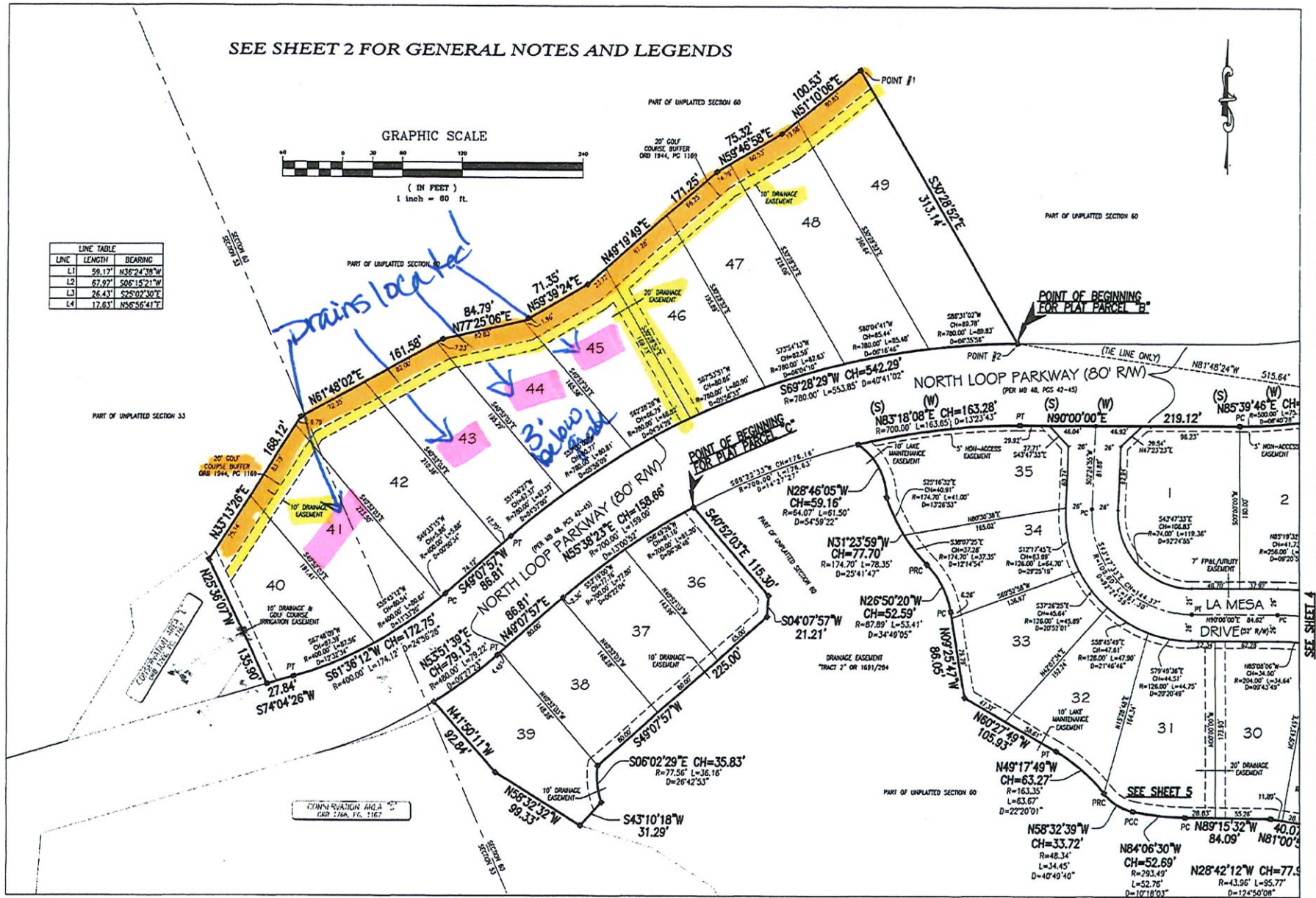
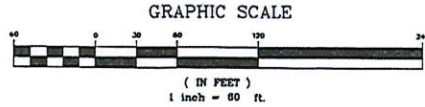
Canterra

BEING A PORTION OF SECTIONS 53, 54 AND 60, ALL IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 48 PAGE 98
SHEET 3 OF 6 SHEETS

SEE SHEET 2 FOR GENERAL NOTES AND LEGENDS

LINE TABLE		
LINE	LENGTH	BEARING
L1	59.17'	N18°24'38"W
L2	67.97'	S08°16'24"W
L3	86.43'	S28°02'30"E
L4	17.63'	N65°56'41"E



METRO-ROOTER
 8892 Normandy Blvd
 Jacksonville, FL 32221



www.wrenvironmental.com

**PREVENTATIVE MAINTENANCE SERVICES
 General Terms and Conditions**

Submitted to:
Marshall Creek Development 625 Palencia Club Drive St Augustine, FL 32095
Shane.mahn@marshallcreekcdd.com

Site Contact:

Job Sites:
Palencia

Date: 6/5/2023

Service	Rate
➤ Hydro-Jet storm line behind (3) Residential properties, 4-6'' line approximately 375 feet from box to box. Jet from behind last property out to storm structure on road. (Two Man job)	Cost = \$1,925.00
➤ Fuel Surcharge	Cost = \$50.00
➤ Vac-Con Truck Required. Pump out storm structure curbside, Hydro-Jet storm line from street to Pond.	Cost = \$1,400.00
➤ Fuel Surcharge 14%	Cost = \$196.00
➤ In the event a plug is required at curbside. 36-48inch	Cost = \$1,250.00

Payment terms: Account # 2093432

**Pricing Valid Until:
30 Days**

24 hr. Emergency Service

904-695-1911

Thank you,
Robert Giordano
904-646-7834
Commercial Sales
rgiordano@wrenvironmental.com

****Note: Fuel / Energy Recovery is based on the Energy Information Administration’s National U.S. Average on Highway Fuel Price****

A. SERVICES WRE agrees to perform all svcs as stated in this agreement in accordance with applicable laws, environmental regulations, & gov’t & commercial standards. WRE agrees to obtain and maintain at our sole expense for the term of this Agreement, Comprehensive General Liability Insurance: \$1,000,000 for each occurrence, combined single limit for bodily and property damage. Customer warrants that all equipment (grease traps, drain lines, manhole covers, etc.) upon which work is to be performed are owned by the Customer, or that authorization for the work has been obtained from the rightful property owner. The Customer shall be responsible for compensating WRE for any and all damages collected against WRE by any third party demonstrating actual ownership of the equipment upon which work is to be performed, regarding damage to which the customer represents as their own. Customer agrees to provide access to work areas for WRE’s employees and vehicles and agrees to keep access clear and available for movement and parking of trucks and equipment during service time. WRE assumes no liability or responsibilities for any cracking, breaking, puncturing, depressing or any other damage to any driveway, patio, other paved, bricked, stoned, concrete or asphalt surface which may result from trucks and equipment being used to access the job site. B This Agreement may not be assigned by Customer without the prior written consent of WRE. If the operations at any Location are conducted at a new location, such new location, at the option of SELLER, shall be a Location subject to all of the terms and conditions of this Agreement. PURCHASER shall give notice to SELLER at least one (1) month prior to the date of any such relocation. Assignment: This Agreement may not be assigned by PURCHASER without the prior written consent of SELLER. This agreement is automatically assignable to a New Owner.

B. PAYMENT Customer agrees to pay WRE the amounts listed above on this agreement for grease trap waste removal and/or line jetting services. Payment is to be received upon completion of each service listed above on this agreement for grease trap waste removal and /or line jetting services. In the event the scope of work changes, WRE will be paid for all the items on the contact that have been completed. Any additional work performed requested by the Customer will be billed on a time and material basis. A service charge of 1.5% per month will be added to the account thirty days after invoice date. Customer is responsible for all costs associated with the collection including, but not limited to, attorneys’ fees and court costs. Taxes, Other Fees and Charges, Permits and Compliance: Customer shall pay all applicable taxes, fees, assessments and penalties and will obtain permits and licenses in any manner connected with the services being provided and will comply with all laws, regulations and ordinances applicable thereto. Customer shall pay WRE an Environmental Fee in connection with WRE’s compliance with federal, state and local materials regulations applicable to WRE’s operations and activities; Customer acknowledges that Environmental Fee is retained by WRE and not paid to any governmental agency or authority. Customer shall pay WRE any applicable delivery charges, regulatory administrative fees, surcharges (including an energy/fuel surcharge for delivery of Product (per Customer Location) in accordance with WRE’s then current energy surcharge), and other charges or surcharges applicable to WRE’s customers generally in effect from time to time.

C. In the event that circumstances arise in the course of performance which necessitate a deviation from the work described above or if customer requests that additional or different work be performed, an additional charge shall be agreed upon before the different or additional work is undertaken and a new written work description shall be executed.

Acceptance of Contract: The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as contracted.

**CUSTOMER:
Service**

SERVICE PROVIDER: Metro Rooter Plumbing

Print Name: _____

Print Name: Robert Giordano

Print Title: _____

Print Title: Commercial Sales Representative

Authorized Signature: _____

Authorized Signature: Robert Giordano

Date: _____

Date: 6/5/2023

PROPOSAL



Cloud9
Services, LLC.
Video Pipe Inspection - Pipe Repair - Sinkhole Repair
JetVac Cleaning - Lift Stations - Hydro Excavation
Storm Drain Cleaning
CFC1429310
407-481-2750 Cloud9Service.com

1201 W. Jackson St. • Orlando, FL 32805
(407)481-2750 • Toll Free (866)3CLOUD9
Fax (407)481-8850 • www.Cloud9Services.com
CFC1429310 • CUC1225248

Date:	
Reference #:	
Prepared By:	
Prime Contractor:	

Bill To:

Job Site:

Company		Owner	
Name		Job Name	
Street Address		Street Address	
City, ST, Zip		City, ST, Zip	
Phone #		Site contact Phone #	
Email		Site contact Email	

SALESPERSON	PO NUMBER	ORDER BY	SERVICE DATE	TERMS

Description	Rate	UoM	QTY	Amount

TOTAL

--

Curtis Walker

Date

Authorized Representative Signature

Date

Print Signers Name Above

Additional Exclusions:



1201 W. Jackson Street, Orlando, FL 32805

JOB/NTO Information Sheet

Date Start on the Job

Job/Project Name

Job Address

City, State, Zip Code

Customer Name

Customer Address

Customer City, State, Zip Code

Customer Contact Name

Customer Contact Phone

Customer Contact Email

Services/Materials Provided

Prime Contractor

Project Owner

SJSO Off-Duty Roving Patrol Violation Log

Date:	Improper Parking / Roadway Obstruction	Suspicious Activity or Traffic Violation	Adult Golf Cart Infraction	Juvenile Golf Cart Infraction	Suspicion of Illegal Substance	Model / Vacant Home Suspicious	Child Mischief	Adult Mischief	Warning or Citation	Day of the Week	Officer	Notes
05/02/23		2		1					1 verbal warning 2 written warnings	Tuesday	Gary Perna	1 verbal warning issued to 14 y/o for driving golf cart w/o ID. 2 written warnings for excessive speed (39/30, 39/30)
05/05/23		5							4 written warnings, 1 citation	Friday	Gary Perna	3 written warnings issued for excessive speed (36/25, 38/25, 41/30) 1 written warning issued for stop sign violation and 1 citation issued for excessive speed (44/30)
05/06/23		4							4 verbal warnings	Saturday	Brandon Hetzler	2 verbal warnings issued to females exiting boardwalk after dark. 2 verbal warnings issued to juveniles that ran two stop signs
05/07/23		4							3 written warnings, 1 verbal warning	Sunday	Gary Perna	2 written warnings issued for excessive speed (33/25, 35/25), 1 written warning issued for stop sign violation and 1 verbal warning issued to 16 y/o on e-bike driving recklessly
05/10/23		2	1						1 written warning, 2 citations	Wednesday	Gary Perna	1 written warning issued for driving golf cart w/o tag. 2 citations issued for excessive speed (44/30, 42/30)
05/12/23										Friday	Anthony Solis	Food Truck Friday- No warnings issued
05/14/23		3		1					4 written warnings	Sunday	Gary Perna	3 written warnings issued for excessive speed (35/25, 33/25, 39/30) 1 written warning issued to 14 y/o driving LSV.
05/16/23		2							2 written warnings	Tuesday	Gary Perna	2 written warnings issued for excessive speed (34/25, 33/25)
05/18/23		4							4 written warnings	Thursday	Gary Perna	4 written warnings issued for stop sign violations
05/19/23		2					1		3 verbal warnings	Friday	Thomas Evans	2 verbal warnings issued for excessive speed, 1 verbal warning issued to juvenile who was driving recklessly, brought child to residence to speak w/ parents
05/20/23										Saturday	Brandon Hetzler	No warnings issued
05/21/23		2	1						3 verbal warnings	Sunday	Shawn Emert	2 verbal warnings issued for out tag lights and 1 verbal warning issued to golf cart driver driving w/o lights
05/26/23										Friday	Anthony Solis	No warnings issued
05/28/23		4							3 written warnings, 1 verbal warning	Sunday	Gary Perna	2 written warnings for excessive speed (39/30, 38/30) 1 written warning for stop sign violation and 1 verbal warning for stop sign violation
05/29/23		2		1					2 written warnings, 1 verbal warning	Monday	Nicholas McMahon	2 written warnings issued for excessive speed, 1 verbal warning issued to juvenile operating golf cart in reckless manner
05/31/23										Wednesday	Thomas Keisler	No warnings issued
May 2023 Totals	0	29	2	2	0	0	1	0				
2023 YTD total	3	204	11	18	1	0	14	0				
Month to Month Comparison												
May 2022	4	52	0	0	0	0	2	0				
May 2023 Totals		29	2	2	0	0	1	0				

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Gary Perna			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday	5/2/23	5pm	8pm	3	Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday					Mission Park				
					North River				
			Total:	3	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

One Patrol Log per shift.

ACTIVITY	
Citations:	Parking Tickets: 1 boardwalk cul de sac
Warnings: 3	Field Contacts: 1
Arrests:	Reports:
<p>Notes: Please specify if Juvenile.</p> <p style="margin-left: 40px;">Traffic enforcement: Verbal warning to 14 year old and mother for driving a golf cart without a ID in the parking lot of the Amenity Center. Cart was stopped because of a complaint the juveniles were disruptive to people at the food trucks. 1 written warning on Palencia Village Drive and Regalo Road for excessive speed, 39 in 30. 1 written warning for excessive speed, 39 in 30.</p> <p style="margin-left: 40px;">Handled a 911 call on Enrede</p>	

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Gary Perna			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday	5/5/23	4pm	9pm	5	Tree House Park				
Saturday					Trellis Park				
Sunday					Mission Park				
					North River				
			Total:	5	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

One Patrol Log per shift.

ACTIVITY	
Citations: 1	Parking Tickets:
Warnings: 4	Field Contacts:
Arrests:	Reports:
<p>Notes: Please specify if Juvenile.</p> <p style="margin-left: 40px;">Traffic enforcement: Las Calinas and Otero Point. 2 written warnings for excessive speed, 36 and 38 in a 25 mph zone. North End and North Loop. 1 written warning for stop sign violation. Palencia Village Drive at PES. 1 written warning for excessive speed, 41 in 30 mph zone. 1 citation for excessive speed, 44 in 30 mph.</p>	

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Brandon Hetzler 10981	48005		ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park	1722			
Tuesday					Oak Common Park	1605	1909	2011	
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park	1613			
Saturday	5/6/23	1600	2100	5	Trellis Park				
Sunday					Mission Park				
					North River	1917			
				Total:	Boardwalk	1923	2020		
					Vale Park	1632	1934		
					Ensenada Park	1700	1939		
* Foot Patrol Required									

One Patrol Log per shift.

ACTIVITY	
Citations:	Parking Tickets:
Warnings: 5	Field Contacts:
Arrests:	Reports:
<p>Notes: Please specify if Juvenile.</p> <p style="margin-left: 40px;">SJSO23CAD111099: 2028 hours, a white SUV located at boardwalk after dark. While speaking with dispatch, the registered owner and 2 white females returned from the boardwalk.</p> <p style="margin-left: 40px;">SJSO23CAD111113: Observed a vehicle pull into boardwalk culdesac and left after seeing patrol car. I followed behind vehicle and observed vehicle run two stop signs. Traffic stop was initiated. Two juveniles occupied the vehicle. Parents were called to take custody of juveniles. Both were also warned about the park closed after dark. Closed call at 2120 hours.</p>	

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Gary Perna			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday	5/7/23	2pm	6pm	4	Mission Park				
					North River				
			Total:	4	Boardwalk				
					Vale Park				
					Ensenada Park				
* Foot Patrol Required									

One Patrol Log per shift.

ACTIVITY	
Citations:	Parking Tickets:
Warnings: 4	Field Contacts:
Arrests:	Reports: 1
<p>Notes: Please specify if Juvenile.</p> <p style="margin-left: 40px;">Traffic enforcement: Ensenada nad Rincon. 2 written warnings for excessive speed 33 and 35 in a posted 25 mph zone. North Loop and Calle Norte. 1 verbal warning to 16 year old on e-bike driving recklessly on roadway. Oak Common and Stokes Creek Drive. 1 written warning for stop sign violation.</p> <p style="margin-left: 40px;">Handled a hold up alarm activation at the Races Trac</p>	

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Gary Perna			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday	5/10/23	4pm	7pm	3	McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday					Mission Park				
					North River				
			Total:	3	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

One Patrol Log per shift.

ACTIVITY	
Citations: 2	Parking Tickets: 1-boardwalk cul de sac
Warnings: 1	Field Contacts:
Arrests: 1	Reports:
<p>Notes: Please specify if Juvenile.</p> <p style="margin-left: 40px;">Traffic enforcement: Otero Point and Las Calinas. 1 written warning for driving golf cart/LSV without tag beyond the subdivision. Palencia Village Drive at PES. 1 citation for excessive speed, 44 in 30. 1 citation for excessive speed, 42 in 30. The driver had a warrant out of Jacksonville and subsequently was arrested for the warrant.</p>	

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
A. SOLIS #11556	73,672	73,713	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park	1716	1947	2155	
Tuesday					Oak Common Park	2026			
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday	05/12/23	1700	2200	5	Tree House Park				
Saturday					Trellis Park	1924			
Sunday					Mission Park	1929			
					North River	2035			
			Total:	5	Boardwalk				
					Vale Park	1920			
					Ensenada Park	1909	2045		
					* Foot Patrol Required				

One Patrol Log per shift.

ACTIVITY	
Citations:	Parking Tickets:
Warnings:	Field Contacts: 2
Arrests:	Reports:
<p>Notes: Please specify if Juvenile. SJSO23CAD116747- Suspicious vehicle parked towards the rear of the fitness center. Nothing criminal. SJSO23CAD116792-Suspicious vehicle at Ensenada Park. Nothing criminal.</p> <p style="text-align: center;">*Food truck/Prom event on Market Street (maintained presence).*</p>	

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Gary Perna			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday	5/14/23	2pm	6pm	4	Mission Park				
					North River				
			Total:	4	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

One Patrol Log per shift.

ACTIVITY

Citations:	Parking Tickets:
Warnings: 4	Field Contacts:
Arrests:	Reports:

Notes: **Please specify if Juvenile.**

Traffic enforcement:

Ensenada and Rincon. 2 written warnings for excessive speed, 35 and 33 in a 25mph zone. 1 written warning to 14 year old driving LSV.

Palencia Village Drive at Palencia park. 1 written warning for excessive speed, 39 in 30mph zone.

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Gary Perna			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday	5/16/23	5pm	8pm	3	Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday					Mission Park				
					North River				
			Total:	3	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

One Patrol Log per shift.

ACTIVITY

Citations:	Parking Tickets:
Warnings: 2	Field Contacts:
Arrests:	Reports: 1

Notes: **Please specify if Juvenile.**

Traffic enforcement:
 Las Calinas at the roundabout.
 2 written warnings for excessive speed, 34 and 33 in a 25 mph zone.

Handled a fraud report at 701 Market St.

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Gary Perna			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday	5/18/23	4pm	7pm	3	Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday					Mission Park				
					North River				
			Total:	3	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

One Patrol Log per shift.

ACTIVITY

Citations:	Parking Tickets:
Warnings: 4	Field Contacts:
Arrests:	Reports:

Notes: **Please specify if Juvenile.**

Traffic enforcement:
 North Loop and Calle Norte, 2 written warnings for stop sign violation
 North Loo and Vale Drive, 2 written warnings for stop sign violation

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Thomas Evans	68,172.3	68, 199.4	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park	5:15PM	9:15PM		
Tuesday					Oak Common Park	5:35PM	9:35PM		
Wednesday					McKenzie Park	5:55PM	9:50PM		
Thursday					Parkside Park	6:25PM			
Friday	05/19/23	5:00PM	10:00PM	5	Tree House Park	6:50PM			
Saturday					Trellis Park	7:25PM			
Sunday					Mission Park	7:50PM			
					North River	8:05PM			
			Total:	5	Boardwalk	8:20PM			
					Vale Park	8:35PM			
					Ensenada Park	8:55PM			
					* Foot Patrol Required				

One Patrol Log per shift.

ACTIVITY	
Citations:	Parking Tickets: 0
Warnings: 4	Field Contacts: 1
Arrests: 0	Reports: 0

Notes: **Please specify if Juvenile.**

-RAN STATIONARY/MOVING RADAR THROUGHOUT NEIGHBORHOODS. CLOCKED 37 CARS/2 INFRACTIONS. GAVE 2 VERBAL WARNINGS (SPEED ON S. LOOP PKWY/SPEED ON S. LOOP PKWY) VERBAL WARNING TO FAMILY RIDING ON BACK OF PICK-UP TRUCK (FEET DANGLING OFF TAILGATE-OAK COMMON AVE).

-SAT AT NUMEROUS 4 WAY STOP SIGNS LOOKING FOR INFRACTIONS-NO INFRACTIONS NOTED

-JUVENILE PROBLEMS-WAVED DOWN ON ENCENADA DR BY ADULTS WALKING IN REFERENCE TO JUVENILES ALLEGEDLY ATTEMPTING TO CLIMB ON STRUCTUR. ARRIVED ON SCENE AND THERE WAS NO JUVENILES IN AREA. NO DAMAGE SEEN IN/AROUND PARK.

-ASSISTED PATROL WITH ALARM IN NEIGHBORHOOD. ALL WAS OK WITH ELDERLY FEMALE.

-ASSISTED PATROL WITH AN ALLEGED RECKLESS DRIVER ON ENSENEDA DR (JUVENILE MALE DRIVING) ALLEGELY DOING "DONUTS" IN ROADWAY. I SPOKE TO JUVENILE WHO STATED HE WAS BUT I DID NOT OBSERVE. BROUGHT TO RESIDENCE AND "PARENT JUSTICE WAS ADMINISTERED".

NO DAMAGE SEEN WHILE WALKING PARKS.

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Brandon Hetzler 10981	48530	48557	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park	1605	1903	1946	
Tuesday					Oak Common Park	1612	1850		
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park	1622	1844		
Saturday	5/20/23	1600	2000	4	Trellis Park				
Sunday					Mission Park				
					North River	1629	1836		
					Boardwalk	1631	1838		
					Vale Park	1639	1832		
					Ensenada Park	1647			
					* Foot Patrol Required				
One Patrol Log per shift.									
Total:									4

ACTIVITY	
Citations:	Parking Tickets:
Warnings:	Field Contacts:
Arrests:	Reports:
<p>Notes: Please specify if Juvenile.</p> <p style="margin-left: 40px;">1622 hours: 2 juvenile females at Tree House Park. No violations observed.</p> <p style="margin-left: 40px;">18:38 Hours: Large group of parents and juveniles taking pictures in culdesac near the boardwalk. Juveniles in school uniforms.</p> <p style="margin-left: 40px;">Conducted Traffic Enforcement on Ensenada. Did not observe any violations.</p>	

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Shawn Emert			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday	5/21/23	8:15 PM	12:15 AM		Mission Park				
					North River				
			Total:	4	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

One Patrol Log per shift.

ACTIVITY	
Citations:	Parking Tickets:
Warnings: 3	Field Contacts:
Arrests:	Reports:
<p>Notes: Please specify if Juvenile. I routine patrolled all the common areas of the community. Patrolled the businesses along Market Street; nothing suspicious was located. Patrolled a majority of the community parks.</p> <p>Patrolled the boardwalk and a majority of the community parks during my patrol.</p> <p>Patrolled two homes under construction on foot.</p> <p>Due to the rain there was not a lot of people out during my patrol. I showed a lot of presence and drove a majority of the community. I made two traffic stops for out tag lights. One stop was for golf cart without lights. Driver was an adult who was looking for their lost cell phone.</p>	

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
A. SOLIS #11556	74,590	74,642	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park	1718	1838		
Tuesday					Oak Common Park	1751	1805		
Wednesday					McKenzie Park				
Thursday					Parkside Park	2012			
Friday	05/26/23	1700	2200	5	Tree House Park				
Saturday					Trellis Park	1820	2138		
Sunday					Mission Park	2018			
					North River	1811	2130		
			Total:	5	Boardwalk				
					Vale Park	1825	2005		
					Ensenada Park	1705	2120		
* Foot Patrol Required									

One Patrol Log per shift.

ACTIVITY	
Citations:	Parking Tickets:
Warnings:	Field Contacts: 1
Arrests:	Reports:
<p>Notes: Please specify if Juvenile. SJSO23CAD128788- Suspicious person in the middle of the road on a golf cart, was determined to be playing Pokemon Go. SJSO23CAD128765- Assisted patrol with a theft nearby (no relation to the neighborhood).</p> <p style="text-align: center;">Foot traffic was at a minimum tonight.</p>	

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Gary Perna			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday	5/28/23	2pm	6pm	4	Mission Park				
					North River				
			Total:	4	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

One Patrol Log per shift.

ACTIVITY	
Citations:	Parking Tickets:
Warnings: 4	Field Contacts:
Arrests:	Reports:
<p>Notes: Please specify if Juvenile.</p> <p style="margin-left: 40px;">Traffic enforcement: Palencia Village Drive at PES. 1 written warning for excessive speed, 39mph in a 30 mph zone. Palencia Village Drive at the roundabout. 1 written warning for excessive speed, 38 mph in a 30 zone. North River and South Loop. 1 written warning for stop sign violation. La Mesa and North Loop. 1 verbal warning for stop sign violation.</p>	

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Nicholas McMahon	51862	51905	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday	05/29/23	02:00pm	07:00pm	5	Ship Park	03:00	3:09	06:50	07:00
Tuesday					Oak Common Park	02:30	02:35		
Wednesday					McKenzie Park	03:30	03:35		
Thursday					Parkside Park	02:10	02:15		
Friday					Tree House Park	04:45	04:50		
Saturday					Trellis Park				
Sunday					Mission Park				
					North River				
			Total:	5	Boardwalk				
					Vale Park				
					Ensenada Park	04:15	04:20		
					* Foot Patrol Required				

One Patrol Log per shift.

ACTIVITY	
Citations:	Parking Tickets:
Warnings: 3	Field Contacts: 1
Arrests:	Reports:
<p>Notes: Please specify if Juvenile. Traffic stop :Stopped Juvenile on golfcart operating in careless manner, [REDACTED] (Juvenile) Traffic stop: Vehicle speeding near 355 Palencia Village Dr, 42mph in 30mph zone (Issued written warning) Traffic stop: Vehicle speeding near 355 Palencia Village Dr, 41mph in 30mph zone (Issued written warning)</p>	

Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Thomas S Keisler	47051		ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday	05/31/23	5PM	8PM	3	McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday					Mission Park				
					North River				
					Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

One Patrol Log per shift.

ACTIVITY

Citations:	Parking Tickets:
Warnings:	Field Contacts:
Arrests:	Reports:

Notes: Please specify if Juvenile. No observed traffic violations. Criminal mischief / fire works ignited inside porta potty next to house under construction at 1481 North loop Parkway. Likely occurred on a prior date but no significant damage.

Patrol of pier park area and club houses / pool areas

MCCDD Board

Palencia Village Entrance

Date	Vehicle Count	# of Violators	Top Speed	Day of Week	% of Violators to Total Vehicles	April 2023
						SJSO Comments
4-1-23	305	152	34	Sat	0.498%	1 VERBAL WARNING FOR EWXPIRED TAG & 1 VERBAL WARNING NO TAIL LIGHTS
4-2-23	281	145	37	Sun	0.516%	4 written warnings for excessive speed; 1verbal to parent of 14 yo driving LVS w/o DL; 1 citation stop sign violation
4-3-23	385	184	35	Mon	0.477%	NA
4-4-23	2086	723	54	Tue	0.346%	2 written warnings for excessive speed
4-5-23	2698	957	45	Wed	0.354%	NA
4-6-23	2807	972	46	Thu	0.346%	2 verbal warnings for excessive speed
4-7-23	2668	963	54	Fri	0.360%	2 verbal warnings golf cart violations & 1 verbal warning parking
4-8-23	2448	923	45	Sat	0.377%	2 verbal warnings to juveniles at baseball dugout after closed & 4 verbal warnings to adults at boardwalk after hours
4-9-23	1428	563	45	Sun	0.394%	NA
4-10-23	1587	546	41	Mon	0.344%	2 citations issued for excessive speed
4-11-23	2556	968	45	Tue	0.378%	NA
4-12-23	2651	934	45	Wed	0.352%	2 verbal warnings for excessive speed
4-13-23	2125	661	41	Thu	0.311%	NA
4-14-23	2628	941	45	Fri	0.358%	1 VW for 3 juveniles speeding on golf cart; 1 WW stop sign violation; 2 citations for stop sign violation
4-15-23	2354	974	54	Sat	0.413%	NA
4-16-23	2027	751	43	Sun	0.370%	2 VW issued for excessive speed
4-17-23	2561	915	50	Mon	0.357%	NA
4-18-23	2644	999	42	Tue	0.377%	1 WW for excessive speed; 2 WW stop sign violation
4-19-23	2646	935	54	Wed	0.353%	NA
4-20-23	2773	921	45	Thu	0.332%	4 written warnings for excessive speed
4-21-23	2630	860	55	Fri	0.326%	1 VW excessive speed; 2 VW faulty equipment; 1 VW stop sign violation
4-22-23	2293	831	45	Sat	0.362%	No warnings issued

Supervisors "SPEEDERS" Report: Palencia

4-23-23	2122	782	45	Sun	0.368%	2 WW excessive speeds; 12 WW stop sign violation; 2 VW for 14 & 15 y/o driving LSV; 2 citations for stop sign violation
4-24-23	2470	862	45	Mon	0.348%	NA
4-25-23	2617	872	43	Tue	0.333%	NA
4-26-23	2604	896	45	Wed	0.344%	1 WW stop sign violation; 2 VW to juveniles driving LSV w/o DL
4-27-23	2357	771	45	Thu	0.327%	NA
4-28-23	2699	1011	51	Fri	0.374%	No warnings issued
4-29-23	2105	864	47	Sat	0.410%	No warnings issued
4-30-23	1915	776	41	Sun	0.405%	2 WW for excessive speed; 1 VW stop sign violation

MCCDD Board

N Loop Entrance

January 2023

Rank	MPH	Radar Sign Location	MPH Date	Day of the Week	Time of Recorded Speed	SJSO Yes/ No
1	90	N Loop Entrance	1-18-23	Wed	11:30am	N
2	90		1-27-23	Fri	1:30am	N
3	87		1-30-23	Mon	1:00pm	N
4	85		1-13-23	Fri	3:30pm	N
5	84		1-17-23	Tues	6:30am	N
6	82		1-24-23	Tues	6:30am	N
7	82		1-30-23	Mon	10:30am	N
8	81		1-17-23	Tues	7pm	Y
9	79		1-27-23	Fri	9:30am	N
10	78		1-16-23	Mon	4pm	N
11	77		1-26-23	Thurs	8am	N
12	77		1-17-23	Tues	10am	N
13	77		1-5-23	Thurs	2:30pm	N
14	77		1-16-23	Mon	10:30am	N
15	74		1-27-23	Fri	11:30am	N
16	74		1-30-23	Mon	3:30pm	N
17	73		1-25-23	Wed	11:30am	N
18	73		1-17-23	Tues	10:30am	N
19	73		1-31-23	Tues	9:30am	N
20	72		1-17-23	Tues	9am	N
21	72		1-17-23	Tues	11:30am	N
22	71		1-20-23	Fri	1pm	N
23	70		1-30-23	Mon	8am	N
24	70		1-30-23	Mon	4pm	N
25	70		1-27-23	Fri	9am	N

MCCDD Board

Palencia Village Exit

Date	Vehicle Count	# of Violators	Top Speed	Day of Week	% of Violators to Total Vehicles	April 2023
						SJSO Comments
4-1-23	244	23	37	Sat	0.094%	1 VERBAL WARNING FOR EWXPIRED TAG & 1 VERBAL WARNING NO TAIL LIGHTS
4-2-23	259	16	33	Sun	0.061%	4 written warnings for excessive speed; 1verbal to parent of 14 yo driving LVS w/o DL; 1 citation stop sign violation
4-3-23	314	32	41	Mon	0.101%	NA
4-4-23	1737	349	45	Tue	0.200%	2 written warnings for excessive speed
4-5-23	2346	548	50	Wed	0.233%	NA
4-6-23	2474	498	86	Thu	0.201%	2 verbal warnings for excessive speed
4-7-23	2290	545	54	Fri	0.237%	2 verbal warnings golf cart violations & 1 verbal warning parking
4-8-23	2084	543	69	Sat	0.260%	2 verbal warnings to juveniles at baseball dugout after closed & 4 verbal warnings to adults at boardwalk after hours
4-9-23	1467	597	45	Sun	0.406%	NA
4-10-23	1899	590	45	Mon	0.310%	2 citations issued for excessive speed
4-11-23	2203	573	55	Tue	0.260%	NA
4-12-23	2263	531	48	Wed	0.234%	2 verbal warnings for excessive speed
4-13-23	2130	526	48	Thu	0.246%	NA
4-14-23	2298	591	62	Fri	0.257%	1 VW for 3 juveniles speeding on golf cart; 1 WW stop sign violation; 2 citations for stop sign violation
4-15-23	2108	653	43	Sat	0.309%	NA
4-16-23	1771	580	45	Sun	0.327%	2 VW issued for excessive speed
4-17-23	2243	552	78	Mon	0.246%	NA
4-18-23	2327	574	70	Tue	0.246%	1 WW for excessive speed; 2 WW stop sign violation
4-19-23	2307	564	89	Wed	0.244%	NA
4-20-23	2410	469	98	Thu	0.194%	4 written warnings for excessive speed
4-21-23	2373	566	91	Fri	0.238%	1 VW excessive speed; 2 VW faulty equipment; 1 VW stop sign violation
4-22-23	2040	602	49	Sat	0.295%	No warnings issued

Supervisors "SPEEDERS" Report: Palencia

4-23-23	1790	584	48	Sun	0.326%	2 WW excessive speeds; 12 WW stop sign violation; 2 VW for 14 & 15 y/o driving LSV; 2 citations for stop sign violation
4-24-23	2180	580	45	Mon	0.266%	NA
4-25-23	2315	518	85	Tue	0.223%	NA
4-26-23	2279	521	86	Wed	0.228%	1 WW stop sign violation; 2 VW to juveniles driving LSV w/o DL
4-27-23	2214	555	49	Thu	0.250%	NA
4-28-23	2374	600	47	Fri	0.252%	No warnings issued
4-29-23	2024	624	43	Sat	0.308%	No warnings issued
4-30-23	1787	661	53	Sun	0.369%	2 WW for excessive speed; 1 VW stop sign violation

MCCDD Board

N Loop Entrance

January 2023

Rank	MPH	Radar Sign Location	MPH Date	Day of the Week	Time of Recorded Speed	SJSO Yes/ No
1	90	N Loop Entrance	1-18-23	Wed	11:30am	N
2	90		1-27-23	Fri	1:30am	N
3	87		1-30-23	Mon	1:00pm	N
4	85		1-13-23	Fri	3:30pm	N
5	84		1-17-23	Tues	6:30am	N
6	82		1-24-23	Tues	6:30am	N
7	82		1-30-23	Mon	10:30am	N
8	81		1-17-23	Tues	7pm	Y
9	79		1-27-23	Fri	9:30am	N
10	78		1-16-23	Mon	4pm	N
11	77		1-26-23	Thurs	8am	N
12	77		1-17-23	Tues	10am	N
13	77		1-5-23	Thurs	2:30pm	N
14	77		1-16-23	Mon	10:30am	N
15	74		1-27-23	Fri	11:30am	N
16	74		1-30-23	Mon	3:30pm	N
17	73		1-25-23	Wed	11:30am	N
18	73		1-17-23	Tues	10:30am	N
19	73		1-31-23	Tues	9:30am	N
20	72		1-17-23	Tues	9am	N
21	72		1-17-23	Tues	11:30am	N
22	71		1-20-23	Fri	1pm	N
23	70		1-30-23	Mon	8am	N
24	70		1-30-23	Mon	4pm	N
25	70		1-27-23	Fri	9am	N

MCCDD Board

Palencia Village Entry

Date	Vehicle Count	# of Violators	Top Speed	Day of Week	% of Violators to Total Vehicles	May 2023 SJISO Comments
5-1-23	2512	870	46	Mon	0.346	NA
5-2-23	2625	919	46	Tue	0.350	1 VW issued to 14 y/o driving golf cart w/o ID; 2 WW for excessive speed
5-3-23	2683	920	45	Wed	0.346	NA
5-4-23	2697	848	44	Thu	0.314	NA
5-5-23	2715	842	51	Fri	0.310	3 WW issued for excessive speed; 1 WW issued stop sign violation; 1 citation written for excessive speed
5-6-23	2297	884	44	Sat	0.384	2 VW issued to females exiting boardwalk after dark; 2 VW issued to juveniles that ran two stop signs
5-7-23	2182	858	47	Sun	0.393	2 WW for excessive speed; 1 WW stop sign violation; 1 VW 16 y/o on e-bike driving recklessly
5-8-23	2657	908	57	Mon	0.341	NA
5-9-23	2653	910	47	Tue	0.343	NA
5-10-23	2589	809	46	Wed	0.312	1 WW driving golf cart w/o tag; 2 citations for excessive speed
5-11-23	2723	945	55	Thu	0.347	NA
5-12-23	2811	974	46	Fri	0.346	No warnings issued
5-13-23	2407	918	43	Sat	0.381	NA
5-14-23	2177	833	44	Sun	0.382	3 WW for excessive speed; 1 WW issued to 14 y/o driving LSV
5-15-23	2603	919	49	Mon	0.353	NA
5-16-23	2677	956	46	Tue	0.357	2 WW for excessive speed
5-17-23	2707	1003	46	Wed	0.370	NA
5-18-23	2452	823	55	Thu	0.335	4 WW stop sign violations
5-19-23	2809	979	54	Fri	0.348	2 VW for excessive speeds; 1 VW to juvenile driving recklessly, delivered child to parent
5-20-23	2474	995	45	Sat	0.402	No warnings issued
5-21-23	1945	738	45	Sun	0.379	2 VW for tag lights out; 1 VW to golf cart driver w/o lights
5-22-23	2243	655	44	Mon	0.292	NA
5-23-23	2655	944	49	Tue	0.355	NA

Supervisors "SPEEDERS" Report: Palencia

5-24-23	2614	889	51	Wed	0.340	NA
5-25-23	2588	834	51	Thu	0.322	NA
5-26-23	2586	879	51	Fri	0.339	No warnings issued
5-27-23	2368	920	49	Sat	0.388	NA
5-28-23	2122	769	52	Sun	0.364	2 WW excessive speeds; 1 WW stop sign violation; 1 VW stop sign violation
5-29-23	2048	762	48	Mon	0.372	2 WW excessive speed; 1 VW juvenile operating GC in reckless manner
5-30-23	2601	941	48	Tue	0.361	NA
5-31-23	2599	952	49	Wed	0.366	No warnings issued

MCCDD Board

N Loop Entrance

January 2023

Rank	MPH	Radar Sign Location	MPH Date	Day of the Week	Time of Recorded Speed	SJSO Yes/ No
1	90	N Loop Entrance	1-18-23	Wed	11:30am	N
2	90		1-27-23	Fri	1:30am	N
3	87		1-30-23	Mon	1:00pm	N
4	85		1-13-23	Fri	3:30pm	N
5	84		1-17-23	Tues	6:30am	N
6	82		1-24-23	Tues	6:30am	N
7	82		1-30-23	Mon	10:30am	N
8	81		1-17-23	Tues	7pm	Y
9	79		1-27-23	Fri	9:30am	N
10	78		1-16-23	Mon	4pm	N
11	77		1-26-23	Thurs	8am	N
12	77		1-17-23	Tues	10am	N
13	77		1-5-23	Thurs	2:30pm	N
14	77		1-16-23	Mon	10:30am	N
15	74		1-27-23	Fri	11:30am	N
16	74		1-30-23	Mon	3:30pm	N
17	73		1-25-23	Wed	11:30am	N
18	73		1-17-23	Tues	10:30am	N
19	73		1-31-23	Tues	9:30am	N
20	72		1-17-23	Tues	9am	N
21	72		1-17-23	Tues	11:30am	N
22	71		1-20-23	Fri	1pm	N
23	70		1-30-23	Mon	8am	N
24	70		1-30-23	Mon	4pm	N
25	70		1-27-23	Fri	9am	N

MCCDD Board

Palencia Village Exit

Date	Vehicle Count	# of Violators	Top Speed	Day of Week	% of Violators to Total Vehicles	May 2023
						SJSO Comments
5-1-23	2346	692	43	Mon	0.294	NA
5-2-23	2636	819	45	Tue	0.310	1 VW issued to 14 y/o driving golf cart w/o ID; 2 WW for excessive speed
5-3-23	2590	777	45	Wed	0.3	NA
5-4-23	2638	755	41	Thu	0.286	NA
5-5-23	2614	760	43	Fri	0.290	3 WW issued for excessive speed; 1 WW issued stop sign violation; 1 citation written for excessive speed
5-6-23	2061	843	45	Sat	0.409	2 VW issued to females exiting boardwalk after dark; 2 VW issued to juveniles that ran two stop signs
5-7-23	1976	745	45	Sun	0.377	2 WW for excessive speed; 1 WW stop sign violation; 1 VW 16 y/o on e-bike driving recklessly
5-8-23	2443	742	42	Mon	0.303	NA
5-9-23	2569	841	43	Tue	0.327	NA
5-10-23	2486	642	41	Wed	0.258	1 WW driving golf cart w/o tag; 2 citations for excessive speed
5-11-23	2573	737	42	Thu	0.286	NA
5-12-23	2657	727	41	Fri	0.273	No warnings issued
5-13-23	1942	712	42	Sat	0.366	NA
5-14-23	1860	686	48	Sun	0.368	3 WW for excessive speed; 1 WW issued to 14 y/o driving LSV
5-15-23	2369	676	47	Mon	0.285	NA
5-16-23	2572	745	42	Tue	0.289	2 WW for excessive speed
5-17-23	2570	777	42	Wed	0.302	NA
5-18-23	2200	651	41	Thu	0.295	4 WW stop sign violations
5-19-23	2608	748	42	Fri	0.286	2 VW for excessive speeds; 1 VW to juvenile driving recklessly, delivered child to parent
5-20-23	2285	878	41	Sat	0.384	No warnings issued
5-21-23	1555	594	45	Sun	0.381	2 VW for tag lights out; 1 VW to golf cart driver w/o lights
5-22-23	1568	448	40	Mon	0.285	NA
5-23-23	1680	549	40	Tue	0.326	NA

Supervisors "SPEEDERS" Report: Palencia

5-24-23	1667	577	41	Wed	0.346	NA
5-25-23	1308	379	41	Thu	0.289	NA
5-26-23	Corrupt	DATA		Fri		No warnings issued
5-27-23	1425	536	41	Sat	0.376	NA
5-28-23	1044	371	40	Sun		2 WW excessive speeds; 1 WW stop sign violation; 1 VW stop sign violation
5-29-23	985	340	40	Mon	0.345	2 WW excessive speed; 1 VW juvenile operating GC in reckless manner
5-30-23	1213	375	39	Tue	0.309	NA
5-31-23	1456	463	41	Wed	0.317	No warnings issued

MCCDD Board

N Loop Entrance

January 2023

Rank	MPH	Radar Sign Location	MPH Date	Day of the Week	Time of Recorded Speed	SJSO Yes/ No
1	90	N Loop Entrance	1-18-23	Wed	11:30am	N
2	90		1-27-23	Fri	1:30am	N
3	87		1-30-23	Mon	1:00pm	N
4	85		1-13-23	Fri	3:30pm	N
5	84		1-17-23	Tues	6:30am	N
6	82		1-24-23	Tues	6:30am	N
7	82		1-30-23	Mon	10:30am	N
8	81		1-17-23	Tues	7pm	Y
9	79		1-27-23	Fri	9:30am	N
10	78		1-16-23	Mon	4pm	N
11	77		1-26-23	Thurs	8am	N
12	77		1-17-23	Tues	10am	N
13	77		1-5-23	Thurs	2:30pm	N
14	77		1-16-23	Mon	10:30am	N
15	74		1-27-23	Fri	11:30am	N
16	74		1-30-23	Mon	3:30pm	N
17	73		1-25-23	Wed	11:30am	N
18	73		1-17-23	Tues	10:30am	N
19	73		1-31-23	Tues	9:30am	N
20	72		1-17-23	Tues	9am	N
21	72		1-17-23	Tues	11:30am	N
22	71		1-20-23	Fri	1pm	N
23	70		1-30-23	Mon	8am	N
24	70		1-30-23	Mon	4pm	N
25	70		1-27-23	Fri	9am	N

Marshall Creek Community Development District

INFRAMARK, COMMUNITY MANAGEMENT SERVICES
 210 N. University Drive, Suite 702 • Coral Springs, Florida 33071
 Telephone: 954-603-0033 • Fax: 954-345-1292

April 19, 2023 Board of Supervisors Meeting

ACTION ITEMS / FOLLOW UP

ITEM	RESPONSIBLE PARTIES
Continue follow up on Vale Drive Pond Maintenance issues	Belynda Tharpe, FSR <i>Completed week of 6-5-23</i>
Continue follow up on "bumpy asphalt" concerns on Palencia Village Drive	Belynda Tharpe, FSR <i>Scheduled w/ vendor Arias Malleko/Spray paint</i>
Based upon results of Boardwalk structural review, develop scope to repair and solicit proposals	Ryan Stilwell, Prosser Belynda Tharpe, FSR <i>Waiting on Structural Eng. Report</i>
Obtain proposal for 333 Vale culvert repair	Ryan Stilwell, Prosser
End [redacted] suspension/reactivate card access privileges	Belynda Tharpe, FSR <i>Completed</i>
Lift [redacted] Suspension/reactivate card access privileges until next meeting	Belynda Tharpe, FSR <i>Completed</i>
Draft and mail notice to [redacted] of hearing at May meeting and lifting of suspension until that time.	Belynda Tharpe, FSR <i>Completed</i> Michael Eckert, Kutak Rock Janice Eggleton Davis, Inframark
Continue follow up to install benches	Belynda Tharpe, FSR <i>Completed</i>
Publish 28-day & 29-day notices provided by Kutak Rock for June 7 Public Hearing to adopt room rate ranges, guest pass fees, & revised amenity policies	Mona Slaughter, Inframark Janice Eggleton Davis, Inframark
Develop agreement for new snack bar vendor	Erin Gunia, MCCDD <i>→ will discuss @ meeting</i> Belynda Tharpe, FSR Michael Eckert, Kutak Rock
Send full MCCDD/SCCDD true-up calculation file to all Supervisors	Janice Eggleton Davis, Inframark
Review true-up calculation for any concerns and notify Inframark	Belynda Tharpe, FSR <i>Completed</i>
Obtain quotes to provide wind & wave action insurance coverage for the Boardwalk	Janice Eggleton Davis, Inframark
Notify the three proposers selected by the Board for further consideration to provide Property Management Services & inform of the process forward	Michael Eckert, Kutak Rock
Further review responses to RFP, meet with Proposers, prepare for further discussion at May meeting	All MCCDD Supervisors





Ninth Order of Business

9A.

**Proposed Budget
Fiscal Year 2024**



**Sweetwater Creek
Community Development District**

June 1, 2023



Sweetwater Creek Community Development District

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**Sweetwater Creek
Community Development District**

General Fund

Description	Adopted Budget FY 2023	Actuals Thru 4/30/23	Projected Next 5 Months	Total Thru 9/30/23	Proposed Budget FY 2024
REVENUES					
Assessments	\$ 1,665,410	\$ 1,610,574	\$ 34,432	\$ 1,645,006	\$ 1,745,702
Fitness Center Revenue	\$ 1,400	\$ 1,480	\$ 750	\$ 2,230	\$ 2,000
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ 29,405	\$ 29,405	\$ -
Interest	\$ -	\$ 8,447	\$ 1,840	\$ 10,287	\$ 5,000
Carry Forward Surplus	\$ 110,759	\$ -	\$ -	\$ -	\$ 30,000
TOTAL REVENUES	\$ 1,777,569	\$ 1,620,501	\$ 66,427	\$ 1,686,928	\$ 1,782,702
EXPENDITURES					
<u>General and Administrative</u>					
Supervisor Fees	\$ 9,600	\$ 3,600	\$ 4,000	\$ 7,600	\$ 9,600
Engineering Fees	\$ 25,000	\$ 9,431	\$ 7,850	\$ 17,281	\$ 20,000
District Counsel	\$ 35,000	\$ 45,030	\$ 32,164	\$ 77,194	\$ 55,000
Audit Fees	\$ 3,700	\$ -	\$ 3,700	\$ 3,700	\$ 3,800
Arbitrage	\$ 500	\$ 500	\$ -	\$ 500	\$ 500
Assessment Roll	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ 5,000
Dissemination	\$ 5,000	\$ 2,917	\$ 2,083	\$ 5,000	\$ 5,300
Trustee Fees	\$ 3,800	\$ 3,143	\$ 657	\$ 3,800	\$ 3,800
District Management Fees	\$ 35,000	\$ 20,417	\$ 14,583	\$ 35,000	\$ 42,500
Telephone	\$ 700	\$ 226	\$ 295	\$ 521	\$ 742
Postage	\$ 1,500	\$ 1,889	\$ 845	\$ 2,734	\$ 3,000
Public Official Insurance	\$ 4,564	\$ 4,088	\$ -	\$ 4,088	\$ 4,497
Copies	\$ 1,000	\$ 2,075	\$ 2,000	\$ 4,075	\$ 4,100
Miscellaneous	\$ 1,500	\$ 519	\$ 981	\$ 1,500	\$ 1,500
Legal Advertising	\$ 2,700	\$ 340	\$ 1,428	\$ 1,768	\$ 2,000
Information Technology	\$ 1,050	\$ 613	\$ 438	\$ 1,050	\$ 1,425
Website Maintenance	\$ 800	\$ 467	\$ 333	\$ 800	\$ 1,000
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Cost Share Expense - Marshall Creek	\$ 40,000	\$ -	\$ -	\$ -	\$ 20,000
Subtotal General and Administrative	\$ 174,089	\$ 97,928	\$ 71,358	\$ 169,286	\$ 183,939
<u>Operations and Maintenance</u>					
<u>Utilities</u>					
Electric	\$ 75,000	\$ 40,334	\$ 27,886	\$ 68,220	\$ 75,000
<u>Other Physical Environment</u>					
General Insurance	\$ 6,148	\$ 5,507	\$ -	\$ 5,507	\$ 6,058
Landscape Maintenance	\$ 346,000	\$ 194,911	\$ 121,365	\$ 316,276	\$ 291,276
Landscape Improvements	\$ 80,000	\$ 48,776	\$ 11,224	\$ 60,000	\$ 50,000
Mulch	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Lake Maintenance	\$ 27,940	\$ 10,766	\$ 7,690	\$ 18,456	\$ 22,000
Fountain Maintenance	\$ 1,500	\$ 1,206	\$ -	\$ 1,206	\$ 1,500
Irrigation Repairs & Maintenance	\$ 22,000	\$ 21,027	\$ 17,500	\$ 38,527	\$ 39,000
Storm Clean-Up	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000
Field Repairs & Maintenance	\$ 31,300	\$ 5,764	\$ 18,596	\$ 24,360	\$ 26,000
Tree Removals	\$ 12,540	\$ 13,718	\$ -	\$ 13,718	\$ 14,000
Palm Tree Trimming	\$ -	\$ -	\$ -	\$ -	\$ -
Crepe Myrtle Trimming	\$ -	\$ -	\$ -	\$ -	\$ -
New Trees/Replacement Trees	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Flower Replacement (add'l to contract rotation)	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlight Repairs	\$ 2,250	\$ -	\$ -	\$ -	\$ 2,250
Signage Repairs	\$ 1,500	\$ -	\$ 700	\$ 700	\$ 1,000
Holiday Decoration	\$ 5,000	\$ 362	\$ 4,638	\$ 5,000	\$ 5,000
Miscellaneous Field Supplies	\$ 1,000	\$ 1,130	\$ 2,120	\$ 3,250	\$ 3,500
Guardhouse Maintenance	\$ 2,500	\$ -	\$ 1,000	\$ 1,000	\$ 2,500
Playground Repairs & Maintenance	\$ 2,500	\$ -	\$ 1,000	\$ 1,000	\$ 2,500
Subtotal Field Operations	\$ 619,178	\$ 343,502	\$ 211,719	\$ 555,221	\$ 593,584

**Sweetwater Creek
Community Development District**

General Fund

Description	Adopted Budget FY 2023	Actuals Thru 4/30/23	Projected Next 5 Months	Total Thru 9/30/23	Proposed Budget FY 2024
Amenities					
<i>Administrative</i>					
Property & Casualty Insurance	\$ 26,520	\$ 24,779	\$ -	\$ 24,779	\$ 37,581
Payroll - Salaried	\$ 82,160	\$ 47,927	\$ 34,233	\$ 82,160	\$ 86,268
Payroll - Hourly	\$ 100,336	\$ 50,764	\$ 36,260	\$ 87,024	\$ 91,375
Payroll - Benefits	\$ 15,975	\$ 9,319	\$ 6,656	\$ 15,975	\$ 16,775
Payroll Taxes	\$ 14,028	\$ 8,184	\$ 5,845	\$ 14,029	\$ 14,730
Professional Services - Engineering	\$ 68,056	\$ 39,699	\$ 28,356	\$ 68,055	\$ 71,457
Professional Services - Information Technology	\$ 1,800	\$ 1,288	\$ 750	\$ 2,038	\$ 1,890
Travel & Per Diem	\$ 150	\$ -	\$ -	\$ -	\$ 200
Training	\$ 200	\$ -	\$ -	\$ -	\$ 400
Licenses & Permits	\$ 400	\$ 25	\$ 375	\$ 400	\$ 400
Subscriptions & Memberships	\$ 500	\$ 189	\$ 135	\$ 323	\$ 500
Office Supplies	\$ 3,000	\$ 1,947	\$ 1,053	\$ 3,000	\$ 3,000
Office Equipment	\$ 2,000	\$ 1,170	\$ 830	\$ 2,000	\$ 2,500
Communication - Telephone/Internet/TV	\$ 12,000	\$ 5,913	\$ 5,715	\$ 11,627	\$ 12,000
Internet/Telephone - Guard House	\$ 5,400	\$ 3,056	\$ 2,308	\$ 5,363	\$ 5,821
<i>Field</i>					
Field Management Fees	\$ 84,000	\$ 49,000	\$ 35,000	\$ 84,000	\$ 89,040
General Utilities	\$ 83,000	\$ 36,674	\$ 28,049	\$ 64,723	\$ 75,000
Refuse Removal	\$ 3,885	\$ 2,846	\$ 2,115	\$ 4,961	\$ 5,200
Security	\$ 82,200	\$ 43,938	\$ 30,456	\$ 74,393	\$ 60,000
Janitorial Services	\$ 16,000	\$ 7,765	\$ 5,547	\$ 13,312	\$ 13,978
Operating Supplies - Spa & Paper	\$ 4,500	\$ 1,661	\$ 1,500	\$ 3,161	\$ 4,000
Operating Supplies - Uniforms	\$ 500	\$ -	\$ 500	\$ 500	\$ 500
Cleaning Supplies	\$ 15,000	\$ 4,286	\$ 6,714	\$ 11,000	\$ 12,500
Amenity Landscape Maintenance & Improvements	\$ 24,000	\$ 13,027	\$ 12,000	\$ 25,027	\$ 29,500
Gate Repairs & Maintenance	\$ 2,500	\$ 1,563	\$ 937	\$ 2,500	\$ 2,500
Dog Park Repairs & Maintenance	\$ 11,650	\$ 165	\$ 11,485	\$ 11,650	\$ 6,000
Park Mulch	\$ 1,500	\$ 5,201	\$ -	\$ 5,201	\$ 5,000
Miscellaneous Field Supplies	\$ 6,100	\$ 1,569	\$ 2,431	\$ 4,000	\$ 4,100
Buildings Repairs & Maintenance	\$ 15,000	\$ 4,099	\$ 10,901	\$ 15,000	\$ 15,000
Pest Control	\$ 2,500	\$ 530	\$ 1,094	\$ 1,624	\$ 1,800
Pools Maintenance - Contract	\$ 20,321	\$ 12,254	\$ 9,602	\$ 21,856	\$ 25,349
Pools Repairs & Maintenance	\$ 10,000	\$ 1,103	\$ 1,397	\$ 2,500	\$ 3,000
Pools Chemicals	\$ 2,500	\$ 2,263	\$ 1,500	\$ 3,763	\$ 3,800
Signage & Amenity Repairs	\$ 300	\$ -	\$ 150	\$ 150	\$ 300
Special Events	\$ 2,000	\$ 1,603	\$ 397	\$ 2,000	\$ 2,000
<i>Fitness</i>					
Professional Services - Outside Fitness	\$ 58,872	\$ 30,842	\$ 22,030	\$ 52,872	\$ 55,515
Fitness Equipment Repairs & Maintenance	\$ 7,000	\$ 4,660	\$ 2,340	\$ 7,000	\$ 7,000
Fitness Equipment Rental	\$ 35,000	\$ 11,361	\$ 14,636	\$ 25,997	\$ 35,000
Miniature Golf Course Maintenance	\$ 750	\$ -	\$ 375	\$ 375	\$ 500
Miscellaneous Fitness Supplies	\$ 6,300	\$ 3,366	\$ 2,934	\$ 6,300	\$ 6,300
Capital Outlay - Machinery & Equipment	\$ 6,400	\$ 1,570	\$ 3,730	\$ 5,300	\$ 6,400
Subtotal Amenities	\$ 834,302	\$ 435,603	\$ 330,336	\$ 765,938	\$ 814,179
Reserves					
Capital Reserve Transfer	\$ 150,000	\$ 150,000	\$ -	\$ 150,000	\$ 191,000
Subtotal Reserves	\$ 150,000	\$ 150,000	\$ -	\$ 150,000	\$ 191,000
TOTAL EXPENDITURES	\$ 1,777,569	\$ 1,027,033	\$ 613,412	\$ 1,640,445	\$ 1,782,702
EXCESS REVENUES/(EXPENDITURES)	\$ -	\$ 593,468	\$ (546,985)	\$ 46,483	\$ -

Sweetwater Creek
Community Development District

GENERAL FUND BUDGET
FISCAL YEAR 2024

REVENUES:

Assessments

The District levies Non-Ad Valorem Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year.

Fitness Center Revenue

The onsite fitness center provides various services that are fee based. Trainer will provide \$5 fee for each session to the district.

Interest

The District will have excess funds invested in custody accounts with US Bank and State Board of Administration. The amount is based upon the estimated average balance of funds available during the fiscal year.

Carry Forward Surplus

Funding remaining from the previous year that will be applied to expenses in the current year.

EXPENDITURES:

Administrative:

Supervisors Fees

Chapter 190, Florida Statutes, allows each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The amount for the fiscal year is based upon five supervisors attending 12 monthly meetings.

Engineering Fees

The District's Engineer, England-Thims & Miller, will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review of invoices and requisitions, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

District Counsel

The District's Legal Counsel, Kilinski Van Wyk PLLC, provides general legal services to the District. Among these services are attendance at and preparation for monthly Board meetings, review of operating and maintenance contracts, review of agreements and resolutions, etc.

Audit Fees

The District is required by Florida Statutes to have an independent certified public accounting firm to conduct an annual audit of its financial records.

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's Series 2019 Special Assessment Revenue Bonds. The District has contracted with GNP Services, Inc. to calculate the arbitrage rebate liability and submit a report to the District.

Sweetwater Creek
Community Development District

GENERAL FUND BUDGET
FISCAL YEAR 2024

Assessment Roll

The District has contracted with Governmental Management Services to maintain the assessment roll and annually certify for collection a Non-Ad Valorem assessment for operating and debt service expenses, calculate, collect, record and transmit prepaid assessments, maintain the District's lien book along with various other responsibilities.

Dissemination

The District is required to prepare an annual disclosure report in accordance with the Continuing Disclosure Agreement and Rule 15(c)(2)-12(b)(5) promulgated by Securities and Exchange Commission. The annual report is filed on the Municipal Securities Rulemaking Board (EMMA) website.

Trustee Fees

The District pays monthly fees plus reimbursable expenses to US Bank as Trustee for the District Series 2019A Special Assessment Revenue Bonds.

District Management Fees

The District has contracted with Governmental Management Services, LLC to provide management, accounting and recording secretary services. These services include, but not limited to, advertising, recording, and transcribing of Board meetings, administrative services, budget preparation, financial reporting, and assisting with annual audits.

Telephone

Represents expense for telephone and conference calls that are reimbursable by the district.

Postage

Represents the expense of mailing of correspondence, payables and overnight deliveries, that are considered reimbursable by the district.

Public Officials Insurance

The District's public officials' liability insurance coverage is provided by Florida Insurance Alliance who specializes in providing insurance coverage to governmental agencies.

Copies

Represents the expense of printing of agenda packages and copying correspondence, that are considered reimbursable by the district.

Miscellaneous

This represents any administrative expense that cannot be otherwise categorized.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices and public hearings, bidding etc. for the District based on statutory guidelines.

Sweetwater Creek Community Development District

GENERAL FUND BUDGET FISCAL YEAR 2024

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District’s website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. contracted with Governmental Management Services, LLC.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Cost Share Expense – Marshall Creek

The District has an interlocal agreement with Marshall Creek Community Development District for shared facilities with certain costs, net of off-setting revenues. The net is then allocated based upon the proportionate number of platted units in each District.

Field Operations:

Utilities:

Electric Services

The District has the following electric accounts with Florida Power & Light Company for general purposes. Additional streetlights may be added as phases are initiated.

Description	Monthly	Annually
661 Ensenada Drive # IRR	\$111	\$1,332
Street Lights # PALENCIA	\$4,455	\$53,463
166 Torcido Blvd # IRR	\$42	\$504
166 Pantano Vista Way # FOUNTAIN	\$313	\$3,756
1504 Las Calinas Blvd # IRR	\$154	\$1,848
43 Privado Court # LITE	\$32	\$384
537 Ensenada Drive # IRR	\$38	\$456
2036 Las Calinas Blvd # IRR	\$65	\$780
97 Onda Ln #IRR	\$74	\$888
1329 Las Calinas Blvd # IRR	\$88	\$1,056
1802 N Loop Parkway # LGT	\$12	\$144
499 Ensenada Drive # IRR	\$12	\$144
633 Glorieta Dr # IRR	\$18	\$216
2064 Las Calinas Blvd # IRR	\$22	\$264
336 Rio Del Norte Road # IRR	\$40	\$480
Contingency	\$774	\$9,285
Total	\$6,250	\$75,000

Other Physical Environment:

General Insurance

Represents the cost of annual coverage of general liability insurance. Coverage is provided by Egis Insurance who specializes in providing insurance coverage to governmental agencies.

Sweetwater Creek
Community Development District

GENERAL FUND BUDGET
FISCAL YEAR 2024

Landscape Maintenance

The District has a contract with Duval Landscape Maintenance to maintain the landscaping located within the District. These services include monthly landscape maintenance such as mowing, weeding, edging, blowing debris and shrubs and groundcover pruning, as well as: fertilization, insect control, weed control, and irrigation inspections.

Landscape Improvements

Represents the cost of improving or replacing any landscaping located within the common areas of the District.

Mulch

The District will incur expenses related to providing ground covering.

Lake Maintenance

The District has contracted with Future Horizons Inc for the 24 ponds that require monthly maintenance and includes miscellaneous expenses.

Description	Monthly	Annually
Future Horizons	\$1,538	\$18,456
Contingency	\$295	\$3,544
	\$1,833	\$22,000

Fountain Maintenance

The District will incur expenses related to fountain maintenance.

Irrigation Repairs & Maintenance

The District will incur expenditures related to the maintenance of the irrigation systems.

Storm Clean-Up

Represents the estimated costs of Storm Clean-Up throughout the fiscal year.

Field Repairs & Maintenance

Represents estimated costs for the general repairs and maintenance of various facilities throughout the District.

Tree Removals

This item represents the estimated costs of removing any trees throughout the fiscal year.

Palm Tree Trimming

This item represents the estimated costs of trimming Palm trees within the district.

Crepe Myrtle Trimming

This item represents the estimated costs of trimming Crepe Myrtle trees within the district.

Sweetwater Creek
Community Development District

GENERAL FUND BUDGET
FISCAL YEAR 2024

New Trees/Replacement Trees

This item represents the estimated costs of installing and replacing damaged trees throughout the fiscal year.

Annual Flower Replacement

This item represents the estimated costs of annual flower replacement in addition to contract rotation.

Streetlight Repairs

The District will incur costs related to the repair and maintenance of streetlights not maintained by FPL within the District.

Signage Repair

The District will incur costs related to the repair and maintenance of the signage within the District.

Holiday Decoration

Represents an estimated cost for seasonal holiday decorations.

Miscellaneous Field Supplies

The District may incur costs for field maintenance supplies purchased on debit card for operations.

Guardhouse Maintenance

Represents the cost of maintenance for the guardhouse.

Playground Repairs & Maintenance

This District will incur costs related to the maintenance of its playground. This line item includes the cost of resealing the playground.

Amenities:

Administrative:

Property & Casualty Insurance

The District's property and casualty insurance coverage is provided by EGIS Insurance who specializes in providing insurance coverage to governmental agencies.

Payroll - Salaried

This item encompasses compensation for the Amenity Center Director, Front Desk Manager, and full-time staff. Compensation for the Amenity Center Director is shared evenly with Sweetwater Creek CDD and Marshall Creek CDD.

Payroll – Hourly

This allocation encompasses compensation for Front Desk, Child Watch, and Part time Maintenance Personnel.

Payroll – Benefits

This category provides funds for employee benefits to include workers' comp, medical, and dental, short-term, and long-term disability. ADP payroll processing is also included.

Sweetwater Creek Community Development District

GENERAL FUND BUDGET FISCAL YEAR 2024

Payroll Taxes

Represents payroll taxes incurred for salaries paid throughout the fiscal year.

Professional Services - Engineering

The District's building engineering department has a staff of three (3) who are allocated throughout this budget. The engineering department's maintenance allocation for the District's swimming pools and fitness center buildings repairs is 20% (the remaining 80% is included in the MCCDD budget).

Professional Services - Information Technology

The District incurs the expense for IT support for the computer systems. This also includes any license renewal/software updates to the District's computer systems (i.e. McAfee Antivirus, MS Office) and repairs.

Travel & Per Diem

Travel expenses for onsite swim and fitness staff to pick-up various operational and repair supplies from local, greater-Jacksonville vendors, such as pool supplies and training classes.

Training

This line item is for material costs associated with annual CPR/First Aid/AED Training. Also included in this item are any other professional development courses.

Licenses & Permits

This line item is the cost for the licensing and permits necessary for operation of the Swim and Fitness Center (i.e. Pool Operating Permits).

Subscriptions & Memberships

The District purchases supplies from vendors, such as Costco, who require a club membership in order to shop their establishment and Pandora Music Subscription.

Office Supplies

The cost allocation for amenity office supplies.

Office Equipment

This cost allocation represents the purchase of office equipment such as filing cabinets, printers, etc.

Communication – Telephone/Internet/TV

The District has an agreement with Comcast for this service. Additional monies budgeted for Marshall Creek Fitness Center Business Voice Edge and Village Key for quarterly monitoring with phone line.

Description	Monthly	Annually
Village Key (Quarterly)	\$20	\$240
Comcast - 8495 74 310 1274272	\$659	\$7,908
Marshall Creek Comcast	\$111	\$1,330
Contingency	\$210	\$2,522
Total	\$1,000	\$12,000

*Sweetwater Creek
Community Development District*

GENERAL FUND BUDGET
FISCAL YEAR 2024

Internet/Telephone - Guard House

This line item is for the Comcast service agreement for internet and telephone for the guard house location. The charge is \$333.83 per month. Additional monies were budgeted for the Las Calinas Guardhouse at \$113.39 per month.

Description	Monthly	Annually
Comcast - 8495 74 140 1391168	\$341	\$4,097
Marshall Creek Las Calinas Guardhouse	\$114	\$1,368
Contingency	\$30	\$356
Total	\$485	\$5,821

Field

Field Management

The District has contracted with Riverside Management Services to provide onsite field management of contracts for the District Services such as landscape and lake maintenance. Services to include onsite inspections, meetings with contractors and monitoring of utility accounts.

General Utilities

The District has the following accounts with Florida Power & Light; TECO; Florida Natural Gas and St. John's County Utility Department for amenity purposes.

Description	Monthly	Annually
FP&L – 1187 Las Calinas Blvd #LITE	\$184	\$2,208
FP&L – 1865 N Loop Parkway	\$4,500	\$54,000
FP&L – 491 Ensenada Drive #PARK	\$38	\$456
TECO – 1865 N Loop Parkway	\$80	\$960
Florida Natural Gas – 1865 N Loop Parkway	\$50	\$600
St John's Utility Dept – 1187 Las Calinas Blvd	\$34	\$408
St John's Utility Dept – 1865 N Loop Parkway	\$879	\$10,548
St John's Utility Dept – 491 Ensenada Park	\$16	\$192
Contingency	\$469	\$5,628
Total	\$6,250	\$75,000

Refuse Removal

The District has contracted with Republic Services for trash removal.

Security

The District has contracted with Hidden Eyes DBA Envera Services for security gate monitoring

Description	Monthly	Annually
Hidden Eyes DBA Envera	\$5,000	\$60,000

Janitorial Services

The District has contracted with Marshall Creek CDD staffing services to provide commercial cleaning services for the amenities.

*Sweetwater Creek
Community Development District*

GENERAL FUND BUDGET
FISCAL YEAR 2024

Operating Supplies - Spa & Paper

Represents expenses for restroom paper products, trash bags and other similar items.

Operating Supplies - Uniforms

Costs that will be incurred for uniforms for employees

Cleaning Supplies

Represents expenses for cleaning supplies.

Amenity Landscape Maintenance & Improvements

Represents costs for maintaining amenity center landscaping and any improvements to the landscape.

Gate Repairs & Maintenance

Represents estimated costs of repairing and/or maintaining the District's gates.

Dog Park Repairs & Maintenance

Represents the cost for maintaining and repairing the District Dog Park.

Park Mulch

Cost for mulch used in the park.

Miscellaneous Field Supplies

This represents any Field Supplies expense that is purchased with Debit card cannot be otherwise categorized.

Buildings Repairs & Maintenance

The District may incur costs for various repairs and maintenance to the Amenity Center.

Pest Control

The District has contracted with Turner Pest Control to provide services to its buildings.

Pool Maintenance – Contract

Represents monthly water management costs for pool chemical services contracted with Poolsure.

Description	Monthly	Annually
Poolsure	\$1,920	\$23,044
Contingency	\$192	\$2,305
Total	\$2,112	\$25,349

Pools Repairs & Maintenance

Represents any costs for pool maintenance services and repairs.

Sweetwater Creek
Community Development District

GENERAL FUND BUDGET
FISCAL YEAR 2024

Pool Chemicals

Represents extra cost for pool chemicals purchased for amenity pool by amenity manager.

Signage & Amenity Repairs

Cost for sign purchases and replacements.

Special Events

Social and Promotional events for Swim & Fitness held on property, such as the Easter and the Halloween events.

Fitness:

Professional Service - Outside Fitness

This category encompasses the Adult Fitness classes that are taught by fitness staff throughout the year.

Fitness Equipment Repairs & Maintenance

This category provides funds for any fitness equipment repair related expenses.

Fitness Equipment Rental

The District has a lease agreement with Geneva Capital for rental of fitness equipment for the Fitness facility. Currently renting spin bikes from Frank A Flori.

Description	Monthly	Annually
Geneva Capital	\$2,414	\$28,968
Frank A Flori DBA Chariman's Enterprise	\$513	\$6,032
Total	\$2,927	\$35,000

Miniature Golf Course Maintenance

The District will incur costs related to the maintenance of the miniature golf course within the District.

Miscellaneous Fitness Supplies

Represents estimated costs for non-capitalizable fitness supplies, such as therapy bands, etc.

Capital Outlay - Machinery & Equipment

Represents any expenses for any fitness machinery or equipment that may be purchased.

Capital Reserve Transfer

Funds collected and reserved for major repairs and/or maintenance to the pool and amenity building.

**Sweetwater Creek
Community Development District**

Capital Reserve Fund

Description	Adopted Budget FY 2023	Actuals Thru 4/30/23	Projected Next 5 Months	Total Thru 9/30/23	Proposed Budget FY 2024
Revenues					
Transfer In	\$ 150,000	\$ 150,000	\$ -	\$ 150,000	\$ 191,000
Interest	\$ -	\$ 2,229	\$ 1,400	\$ 3,629	\$ 1,814
Carry Forward Surplus	\$ 183,587	\$ 156,813	\$ -	\$ 156,813	\$ 274,360
Total Revenues	\$ 333,587	\$ 309,041	\$ 1,400	\$ 310,441	\$ 467,174
Expenditures					
Capital Outlay	\$ 50,000	\$ 35,575	\$ -	\$ 35,575	\$ -
Repair & Maintenance	\$ 50,000	\$ -	\$ -	\$ -	\$ 79,024
Other Current Charges	\$ 1,000	\$ 312	\$ 195	\$ 507	\$ 525
Total Expenses	\$ 101,000	\$ 35,887	\$ 195	\$ 36,082	\$ 79,549
Excess Revenues/(Expenditures)	\$ 232,587	\$ 273,155	\$ 1,205	\$ 274,360	\$ 387,625

Capital Reserve Study

	General	Amenities	Combined
Description	FY 2023-Study (Pg. 17)	FY 2023-Study (Pg. 20)	Total - Study
Reserves Beginning of Year	\$377,970	\$92,795	\$470,765
Contributions	\$186,100	\$61,700	\$247,800
Interest Income	\$7,302	\$ 1,927	\$9,229
Expenditures	(\$83,013)	\$ (20,565)	(\$103,578)
Anticipated Balance	\$488,359	\$135,857	\$624,216

Capital Reserve Fund - Actuals

Description	Actual
Reserves Beginning of Year	\$ 156,813
Contributions	\$ 150,000
Interest Income	\$ 2,229
Expenditures	\$ (35,887)
Anticipated Balance	\$273,155

Variance Reserve Study Vs Actual	(\$351,061)
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**Sweetwater Creek
Community Development District**

Debt Service Fund - Series 2019

Description	Adopted Budget FY 2023	Actuals Thru 4/30/23	Projected Next 5 Months	Total Thru 9/30/23	Proposed Budget FY 2024
Revenues					
Special Assessments	\$ 741,613	\$ 725,281	\$ 15,506	\$ 740,787	\$ 741,613
Interest	\$ -	\$ 7,773	\$ 5,000	\$ 12,773	\$ 6,300
Carry Forward Surplus ⁽¹⁾	\$ 149,391	\$ 177,207	\$ -	\$ 177,207	\$ 149,976
Total Revenues	\$ 891,004	\$ 910,262	\$ 20,506	\$ 930,767	\$ 897,889
Expenditures					
<u>Series 2019 - A1</u>					
Interest - 11/01	\$ 89,000	\$ 89,000	\$ -	\$ 89,000	\$ 85,328
Special Call - 11/1	\$ -	\$ 15,000	\$ -	\$ 15,000	\$ -
Interest - 05/01	\$ 89,000	\$ -	\$ 88,778	\$ 88,778	\$ 85,328
Principal - 05/01	\$ 345,000	\$ -	\$ 345,000	\$ 345,000	\$ 355,000
<u>Series 2019 - A2</u>					
Interest - 11/01	\$ 49,050	\$ 49,050	\$ -	\$ 49,050	\$ 46,475
Special Call - 11/1	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -
Interest - 05/01	\$ 49,050	\$ -	\$ 48,963	\$ 48,963	\$ 46,475
Principal - 05/01	\$ 120,000	\$ -	\$ 120,000	\$ 120,000	\$ 125,000
Special Call - 05/1	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ -
Total Expenses	\$ 741,100	\$ 158,050	\$ 622,741	\$ 780,791	\$ 743,606
Excess Revenues/(Expenditures)	\$ 149,904	\$ 752,212	\$ (602,235)	\$ 149,976	\$ 154,283

⁽¹⁾ Carry forward surplus is net of the reserve requirement

A-1 Interest - 11/1/24	\$ 81,778
A-2 Interest - 11/1/24	\$ 44,288
	<u>\$ 126,066</u>

Sweetwater Creek Community Development District

SERIES 2019A-1 AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/1/23	\$ 6,345,000.00	\$ -	\$ 85,328.13	\$ 85,328.13
5/1/24	\$ 6,345,000.00	\$ 355,000.00	\$ 85,328.13	.
11/1/24	\$ 5,990,000.00	\$ -	\$ 81,778.13	\$ 522,106.26
5/1/25	\$ 5,990,000.00	\$ 360,000.00	\$ 81,778.13	
11/1/25	\$ 5,630,000.00	\$ -	\$ 78,178.13	\$ 519,956.26
5/1/26	\$ 5,630,000.00	\$ 370,000.00	\$ 78,178.13	
11/1/26	\$ 5,260,000.00	\$ -	\$ 74,246.88	\$ 522,425.01
5/1/27	\$ 5,260,000.00	\$ 375,000.00	\$ 74,246.88	
11/1/27	\$ 4,885,000.00	\$ -	\$ 70,028.13	\$ 519,275.01
5/1/28	\$ 4,885,000.00	\$ 385,000.00	\$ 70,028.13	
11/1/28	\$ 4,500,000.00	\$ -	\$ 65,456.25	\$ 520,484.38
5/1/29	\$ 4,500,000.00	\$ 395,000.00	\$ 65,456.25	
11/1/29	\$ 4,105,000.00	\$ -	\$ 60,518.75	\$ 520,975.00
5/1/30	\$ 4,105,000.00	\$ 405,000.00	\$ 60,518.75	
11/1/30	\$ 3,700,000.00	\$ -	\$ 54,696.88	\$ 520,215.63
5/1/31	\$ 3,700,000.00	\$ 415,000.00	\$ 54,696.88	
11/1/31	\$ 3,680,000.00	\$ -	\$ 48,731.25	\$ 518,428.13
5/1/32	\$ 3,285,000.00	\$ 430,000.00	\$ 48,731.25	
11/1/32	\$ 2,855,000.00	\$ -	\$ 42,550.00	\$ 521,281.25
5/1/33	\$ 2,855,000.00	\$ 440,000.00	\$ 42,550.00	
11/1/33	\$ 2,415,000.00	\$ -	\$ 36,225.00	\$ 518,775.00
5/1/34	\$ 2,415,000.00	\$ 455,000.00	\$ 36,225.00	
11/1/34	\$ 1,960,000.00	\$ -	\$ 29,400.00	\$ 520,625.00
5/1/35	\$ 1,960,000.00	\$ 470,000.00	\$ 29,400.00	
11/1/35	\$ 1,490,000.00	\$ -	\$ 22,350.00	\$ 521,750.00
5/1/36	\$ 1,490,000.00	\$ 485,000.00	\$ 22,350.00	
11/1/36	\$ 1,005,000.00	\$ -	\$ 15,075.00	\$ 522,425.00
5/1/37	\$ 1,005,000.00	\$ 495,000.00	\$ 15,075.00	
11/1/37	\$ 510,000.00	\$ -	\$ 7,650.00	\$ 517,725.00
5/1/38	\$ 510,000.00	\$ 510,000.00	\$ 7,650.00	
			\$	517,650.00
		\$ 6,345,000.00	\$ 1,544,425.00	\$ 7,889,425.05

Sweetwater Creek Community Development District

SERIES 2019A-2 AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/1/23	\$ 2,425,000.00	\$ -	\$ 46,475.00	\$ 46,475.00
5/1/24	\$ 2,425,000.00	\$ 125,000.00	\$ 46,475.00	\$ -
11/1/24	\$ 2,300,000.00	\$ -	\$ 44,287.50	\$ 215,762.50
5/1/25	\$ 2,300,000.00	\$ 130,000.00	\$ 44,287.50	\$ -
11/1/25	\$ 2,170,000.00	\$ -	\$ 42,012.50	\$ 216,300.00
5/1/26	\$ 2,170,000.00	\$ 135,000.00	\$ 42,012.50	\$ -
11/1/26	\$ 2,035,000.00	\$ -	\$ 39,650.00	\$ 216,662.50
5/1/27	\$ 2,035,000.00	\$ 135,000.00	\$ 39,650.00	\$ -
11/1/27	\$ 1,900,000.00	\$ -	\$ 37,287.50	\$ 211,937.50
5/1/28	\$ 1,900,000.00	\$ 140,000.00	\$ 37,287.50	\$ -
11/1/28	\$ 1,760,000.00	\$ -	\$ 34,837.50	\$ 212,125.00
5/1/29	\$ 1,760,000.00	\$ 145,000.00	\$ 34,837.50	\$ -
11/1/29	\$ 1,615,000.00	\$ -	\$ 32,300.00	\$ 212,137.50
5/1/30	\$ 1,615,000.00	\$ 150,000.00	\$ 32,300.00	\$ -
11/1/30	\$ 1,465,000.00	\$ -	\$ 29,300.00	\$ 211,600.00
5/1/31	\$ 1,465,000.00	\$ 160,000.00	\$ 29,300.00	\$ -
11/1/31	\$ 1,305,000.00	\$ -	\$ 26,100.00	\$ 215,400.00
5/1/32	\$ 1,305,000.00	\$ 165,000.00	\$ 26,100.00	\$ -
11/1/32	\$ 1,140,000.00	\$ -	\$ 22,800.00	\$ 213,900.00
5/1/33	\$ 1,140,000.00	\$ 170,000.00	\$ 22,800.00	\$ -
11/1/33	\$ 970,000.00	\$ -	\$ 19,400.00	\$ 212,200.00
5/1/34	\$ 970,000.00	\$ 180,000.00	\$ 19,400.00	\$ -
11/1/34	\$ 790,000.00	\$ -	\$ 15,800.00	\$ 215,200.00
5/1/35	\$ 790,000.00	\$ 185,000.00	\$ 15,800.00	\$ -
11/1/35	\$ 605,000.00	\$ -	\$ 12,100.00	\$ 212,900.00
5/1/36	\$ 605,000.00	\$ 195,000.00	\$ 12,100.00	\$ -
11/1/36	\$ 410,000.00	\$ -	\$ 8,200.00	\$ 215,300.00
5/1/37	\$ 410,000.00	\$ 200,000.00	\$ 8,200.00	\$ -
11/1/37	\$ 210,000.00	\$ -	\$ 4,200.00	\$ 212,400.00
5/1/38	\$ 210,000.00	\$ 210,000.00	\$ 4,200.00	\$ -
				\$ 214,200.00
		\$ 2,425,000.00	\$ 829,500.00	\$ 3,254,500.00

**Sweetwater Creek
Community Development District
Assessment Schedule - O&M**

FY2023

Net O&M Assessments	\$1,665,410.49
Collection fees (6%)	\$106,302.80
Gross Assessments	\$1,771,713.29

Product	Assessable		ERU's	% ERUs	Total Net		
	Units	ERU/Unit			Assessments	Net O&M	Gross O&M
Up to 63' Lot	444	1.00	444	54.40%	\$ 905,901.69	\$ 2,040.32	\$ 2,170.55
64-73' Lot	166	1.16	192.56	23.59%	\$ 392,883.85	\$ 2,366.77	\$ 2,517.84
80-88' Lot	67	1.40	93.8	11.49%	\$ 191,381.93	\$ 2,856.45	\$ 3,038.77
90' Lot	4	1.43	5.72	0.70%	\$ 11,670.63	\$ 2,917.66	\$ 3,103.89
Marsh (less than 15K sq ft)	6	1.40	8.4	1.03%	\$ 17,138.68	\$ 2,856.45	\$ 3,038.77
Marsh (15K-30K sq ft)	35	1.43	50.05	6.13%	\$ 102,117.97	\$ 2,917.66	\$ 3,103.89
Marsh (30K and greater)	6	1.50	9	1.10%	\$ 18,362.87	\$ 3,060.48	\$ 3,255.83
McCann Lots	8	1.59	12.72	1.56%	\$ 25,952.86	\$ 3,244.11	\$ 3,451.18
Total ERU's	736		816.25		\$ 1,665,410.49		

FY2024

Net O&M Assessments	\$1,745,702.08
Collection fees (6%)	\$111,427.79
Gross Assessments	\$1,857,129.88

Product	Assessable		ERU's	% ERUs	Total Net			Increase
	Units	ERU/Unit			Assessments	Net O&M	Gross O&M	
Up to 63' Lot	444	1.00	444.00	54.40%	\$ 949,576.39	\$ 2,138.69	\$ 2,275.20	\$ 104.65
64-73' Lot	166	1.16	192.56	23.59%	\$ 411,825.29	\$ 2,480.88	\$ 2,639.23	\$ 121.39
80-88' Lot	67	1.40	93.80	11.49%	\$ 200,608.71	\$ 2,994.16	\$ 3,185.28	\$ 146.50
90' Lot	4	1.43	5.72	0.70%	\$ 12,233.28	\$ 3,058.32	\$ 3,253.53	\$ 149.64
Marsh (less than 15K sq ft)	6	1.40	8.40	1.03%	\$ 17,964.96	\$ 2,994.16	\$ 3,185.28	\$ 146.50
Marsh (15K-30K sq ft)	35	1.43	50.05	6.13%	\$ 107,041.21	\$ 3,058.32	\$ 3,253.53	\$ 149.64
Marsh (30K and greater)	6	1.50	9.00	1.10%	\$ 19,248.17	\$ 3,208.03	\$ 3,412.80	\$ 156.97
McCann Lots	8	1.59	12.72	1.56%	\$ 27,204.08	\$ 3,400.51	\$ 3,617.56	\$ 166.39
Total ERU's	736		816.25		\$ 1,745,702.08			

9B.

Budget to be Sent Under Separate Cover

9C.

RESOLUTION 2023-9

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Marshall Creek Community Development District (“**District**”) prior to June 15, 2023, proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	August 16, 2023
HOUR:	4:00 p.m.
LOCATION:	Marshall Creek Amenity Center 625 Palencia Club Drive St. Augustine, Florida

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 14th DAY OF JUNE 2023.

ATTEST:

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

Exhibit A: Proposed Budget

9D.



May 30, 2023

Dear MARSHALL CREEK CDD,

At BankUnited, we value our customers and are committed to providing you with the exceptional level of service that you have come to expect from us.

Unfortunately, a recent change with our Positive Pay product went live and caused one or more of your checks to be returned unpaid. This change resulted in payments that you have may have sent to be erroneously rejected by BankUnited. BankUnited is issuing a letter of explanation to all payees who did not receive payment as a result of this incident. Additionally, BankUnited will reimburse you for any fees that you may have incurred as a result of the returned check(s).

We acknowledge the impact this may have had on your operations and the difficulties you may have encountered as a result of the returned checks. Please be assured that we have taken immediate action to rectify the situation and prevent any recurrence of such incidents in the future.

Please accept our sincere apologies for the inconvenience you may have experienced as a result of this error. If you have any additional questions, please contact Janice Zaitz at (954) 507-2668 or Jackeline Rincon at (954) 626-2811 and they will be able to assist you.

At BankUnited, we value your business and look forward to continuing to serve your financial needs.

Sincerely,

A handwritten signature in blue ink that reads 'Eris Sandler'.

Eris Sandler
Executive Vice President
Retail Executive
BankUnited, N.A.

Tenth Order of Business

10A.

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT, ST. JOHNS COUNTY, STATE OF FLORIDA, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Marshall Creek Community Development District desired to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs.

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

Section 1: The foregoing **“WHEREAS”** clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

Section 2: That execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

Section 3: This Resolution shall become effective immediately upon its passage and adoption.

APPROVED AND ADOPTED by the Board of Supervisors of the Marshall Creek Community Development District this 14th day of June 2023.

ATTEST:

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Statewide Mutual Aid Agreement

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

Kevin Guthrie
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“Division”) and the local government signing this Agreement (the “Participating Parties”). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the damage sustained or threatened;
- B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SCHOOL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES OF

AUTHORITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

TRIBAL COUNCIL OF THE

TRIBE OF FLORIDA

By: _____
Council Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: _____

Mailing Address: _____

Authorized Representative Contact Information

Primary Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

1st Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

2nd Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

**SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____
_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by
_____ on _____.

BY: _____

TITLE: _____

DATE: _____



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management Section I - Resource Request

This section is to be completed by the **requesting party**. The requesting Party is responsible for reimbursing the assisting party for eligible expenses detailed in Section II.

Requestor Information

Req. Party: Assisting Party:

Event: New/Amended:

Mission #: Mission Type:

Point of Contact

Name: E-Mail Address:

Phone Number: Other:

Deployment Dates (including travel dates)

Date Needed: Date Released:

Deployment Location: Facility Name:

City: Zip Code:

Mission Information

Mission Description:

Resource Capabilities Requested:

Deployment Conditions

Working Conditions:

Comments:

Health & Safety Concerns:

If **YES**, please elaborate below

Comments:

Deployment Logistics

Is Lodging Available?

If **NO**, please elaborate on lodging availability

Comments:

Will meals be provided?

If **NO**, please elaborate on meal availability

Comments:

Will other logistics be provided?

If **YES**, please elaborate

Comments:

Other Mission Information or Comments:

Authorized Representative Approval

Name:

Title:

Signature:

Date:



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management Section II - Cost Estimate

This section is to be completed by the assisting party. This section includes the tabs; Personnel, Travel, Equipment, & Other. All estimated costs should be included in Section II.

Assisting Party Information

Assisting Party	<input type="text"/>	Requesting Party:	<input type="text"/>
Event:	<input type="text"/>	New/Amended:	<input type="text"/>
Mission #:	<input type="text"/>	Mission Type:	<input type="text"/>
Point of Contact			
Name:	<input type="text"/>	E-Mail Address:	<input type="text"/>
Phone Number:	<input type="text"/>	Other:	<input type="text"/>
Deployment Dates (including travel dates)			
Date available:	<input type="text"/>	Return Date:	<input type="text"/>
Deployment Location:	<input type="text"/>	Facility Name:	<input type="text"/>
City:	<input type="text"/>	Zip Code:	<input type="text"/>

Mission Information

Resource capabilities available:

Is this resource self-sustained for at least 72 hours? Or will additional logistics support be needed from the requesting party? Please provide information below.

Deployment Cost Summary

These costs are **estimated** to provide the requesting state an estimate of the expenses they are required to reimburse. Reimbursement will be based upon actual expenses with verifiable documentation provided by the assisting party at the end of the deployment.

Personnel Costs: \$ -

Note: FDEM only reimburses for actual hours worked. "Portal-to-Portal," or standby time is not eligible for reimbursement. ICS 214 Forms are required for reimbursement.

Travel Costs:		
	Meals	\$ -
	Lodging	\$ -
	Vehicle	\$ -
	Total Travel	\$ -

Equipment: \$ -

Commodities: \$ -

Other (Explain in comments): \$ -

Total estimated cost for mission: **\$ -**

Other Comments:

Authorized Representative Approval

Name:

Title:

Signature:

Date:



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management Section II - Personnel Cost Estimate

Name	Regular Salary Rate	Fringe Benefit Hourly Rate	Regular Hours Per Day	OT Hourly Rate	OT Hours Worked Per Days	Total Daily Cost	Number of Mission Days	Total Mission Cost
<i>EXAMPLE: Sarah Smith</i>	\$ 10.00	\$ 0.70	8	\$ 15.00	4	\$ 145.60	16	\$ 2,329.60
		\$ 27.00				\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
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Total Personnel Estimate: \$ -



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management Section II - Travel Cost Estimate

Meals & Per Diem Estimate

Personnel may claim Daily Rate OR Breakfast, Lunch & Dinner. Both cannot be claimed. If requesting party provides meals they are not eligible for reimbursement

Name	Breakfast	Lunch	Dinner	Daily Rate	Daily Total	Number of Mission Days	Total Mission Cost
EXAMPLE: Sarah Smith	\$ 6.00	\$ 11.00	\$ 19.00	\$ -	\$ 36.00	16	\$ 576.00
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Total Meals & Per Diem Estimate: \$ -

Lodging Estimate

If requesting party provides lodging it is not eligible for reimbursement.

Accommodations	Nightly Rate	Number of Rooms	Number of Nights	Total
<i>EXAMPLE: Hotel</i>	\$ 150.00	1	14	\$ 2,100.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Total Estimated Lodging: \$ -

Vehicle Estimate

Either mileage **OR** receipts can be claimed; both are not eligible for reimbursement

Vehicle Type	Vehicle Mileage Rate	Estimated Mileage	Daily Rental Rate	Number of Mission Dates	Estimated Fuel	Total
<i>EXAMPLE: Economy Rental</i>			\$ 35.00	16	\$ 200.00	\$ 760.00
						\$ -
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Total Vehicle Estimate: \$ -

Total Estimated Travel: \$ -



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management Section II - Equipment

2019 FEMA Equipment rates are included at the end of this workbook. Equipment Rates include depreciation, overhead, all maintenance, field repairs, fuel, lubricants, and tires. Labor costs of operators are not included.

Equipment Type	FEMA Equipment Code #	FEMA Equipment Rate	Hours Per Day	Days Per Deployment	Total Mission Cost
EXAMPLE: 6000 LB Forklift	8301	\$ 14.73	6	14	\$ 1,237.32
					\$ -
					\$ -
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Total Equipment Estimate: \$ -



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management Section II - Commodities & Other

Commodities Estimate				
Item	Unit Price	Amount	Reason for Purchase	Total
<i>EXAMPLE: Sleeping Bag</i>	\$ 35.00	1	<i>bedding at base camp</i>	\$ 35.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Total Commodities Estimate: \$ -

Other Estimated Costs		
Expense	Reason for Purchase	Total
<i>EXAMPLE: Laundry Services</i>	<i>Service not provided at base camp</i>	\$ 25.00

Total Other Costs Estimate: \$ -

FEMA's SCHEDULE OF EQUIPMENT RATES

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472**

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES
DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

FEMA Code ID		Equipment Description					2019 Updated Rate
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$ 20.98
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$ 95.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$ 98.55
8040	Ambulance			to 150		hour	\$ 28.09
8041	Ambulance			to 210		hour	\$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	\$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	\$ 34.93
8064	Hydraulic Post Driver					hour	\$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	\$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	\$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	\$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	\$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	\$ 43.17
8070	Automobile			to 130	Transporting people.	mile	\$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	\$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	\$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$ 16.05
8075	Motorcycle, Police					mile	\$ 0.505
8076	Automobile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	\$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Suplus Vehicle	375-450	Qualified foe operational rate on	Hr.	\$ 51.80
8079	MRAP C-MTV	Multi-Theater (Military Surplus)Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	Hr.	\$ 48.35

8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$	8.23
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$	8.67
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$	8.68
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$	9.23
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$	9.81
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$	10.66
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	\$	12.20
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$	13.07
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$	13.86
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$	14.79
8110	Barge, Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	\$	52.00
8111	Barge, Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	\$	61.96
8112	Barge, Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	\$	109.97
8113	Barge, Deck	Size	160'x45'x11"	0	Push by Tug-Boat	hour	\$	136.90
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$	352.71
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$	400.32
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$	624.56
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$	1,181.86
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$	32.70
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$	33.06
8126	Swamp Buggy	Conquest		360		hour	\$	41.35
8130	Boat, Row			0	Heavy duty.	hour	\$	1.46
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$	12.55
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$	16.58
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$	235.03
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$	290.74
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$	355.70
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$	359.36
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$	47.35
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$	70.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$	90.10
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$	215.09
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$	302.01
8145	Jet Ski	3-seater				hour	\$	27.70
8146	Jet Ski					hour	\$	8.60
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	\$	1.13
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$	65.51
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$	1.58
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$	30.41
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$	6.24
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$	23.75
8155	Broom, Pavement	Broom Length	72 In	to 35		hour	\$	25.28
8157	Sweeper, Pavement			to 110		hour	\$	78.79
8158	Sweeper, Pavement			to 230		hour	\$	102.03
8180	Bus			to 150		hour	\$	21.60
8181	Bus			to 210		hour	\$	25.82
8182	Bus			to 300		hour	\$	39.65
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$	15.40
8183x	Mosquito Sprayer	2015 Adapco Guardian 95 ES	15-gal; 350 lbs			hour	\$	18.83
8184	Back-Pack Blower			to 4.4		hour	\$	1.53
8185	Walk-Behind Blower			13		hour	\$	6.83
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	\$	1.91
8188	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	\$	2.59
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	3.4		hour	\$	2.77

8190	Chain Saw	Bar Length = 16 in	2.5 cu in	2.4		hour	\$ 1.80
8191	Chain Saw (STIHL)	Bar Length = 25 in	7.5 cu in	3.62		hour	\$ 3.73
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in	3.2		hour	\$ 2.10
8193	Skidder	model 748 E		to 173		hour	\$ 56.25
8194	Skidder	model 648 G11		to 177		hour	\$ 105.44
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$ 119.52
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$ 134.74
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$ 142.31
8198	Brusher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$ 193.95
8199	Log Trailer	40 ft		0		hour	\$ 10.15
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$ 8.97
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	\$ 17.06
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	\$ 24.89
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	\$ 35.75
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$ 50.41
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$ 169.74
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$ 98.48
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$ 134.68
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$ 178.82
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$ 147.05
8218	BOMAG Compactor	BW100AD-3		33		Hour	\$ 24.80
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratory Compactor	to 2.9 Ton	28		hour	\$ 28.72
8220	Compactor			to 10		hour	\$ 15.92
8221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	\$ 33.56
8222	Compactor, Vibratory, Drum			to 75		hour	\$ 24.09
8223	Compactor, pneumatic, wheel			to 100		hour	\$ 26.90
8225	Compactor, Sanitation			to 300		hour	\$ 96.11
8226	Compactor, Sanitation			to 400		hour	\$ 154.63
8227	Compactor, Sanitation			535		hour	\$ 264.25
8228	Compactor, towed, Pneumatic, Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	\$ 18.48
8229	Compactor, Towed Steel Drum Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	\$ 16.22
8240	Feeder, Grizzly			to 35		hour	\$ 25.47
8241	Feeder, Grizzly			to 55		hour	\$ 33.55
8242	Feeder, Grizzly			to 75		hour	\$ 65.18
8250	Dozer, Crawler	Deere 450J LT		to 75		hour	\$ 54.20
8251	Dozer, Crawler	Deere 650K LGP; ROPS/FOPS		to 105		hour	\$ 65.14
8252	Dozer, Crawler			to 160		hour	\$ 98.77
8253	Dozer, Crawler			to 250		hour	\$ 153.35
8254	Dozer, Crawler			to 360		hour	\$ 218.47
8255	Dozer, Crawler	Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U		to 574		hour	\$ 317.49
8256	Dozer, Crawler			to 850		hour	\$ 358.48
8260	Dozer, Wheel			to 300		hour	\$ 66.26
8261	Dozer, Wheel			to 400		hour	\$ 101.22
8262	Dozer, Wheel			to 500		hour	\$ 184.08
8263	Dozer, Wheel			to 625		hour	\$ 239.31
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco		0		hour	\$ 3.65
8270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 4.64
8271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 8.81
8272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 13.19
8273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 23.31
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 3.98
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 9.93

8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	\$ 14.19
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	\$ 18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 18.97
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 36.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 466.41
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$ 102.62
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$ 117.66
8289	Excavator	2006 model Gradall XL5100		230		hour	\$ 109.03
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$ 4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$ 14.73
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$ 21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$ 28.79
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$ 63.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvwr lbs	94.9	3.1- 3.5 Mton	hour	\$ 44.62
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	\$ 51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	\$ 56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	\$ 3.53
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$ 5.36
8311	Generator	Prime Output	16 KW	to 25		hour	\$ 7.81
8312	Generator	Prime Output	60KW	to 88		hour	\$ 25.56
8313	Generator	Prime Output	100 KW	to 125		hour	\$ 43.60
8314	Generator	Prime Output	150 KW	to 240		hour	\$ 62.83
8315	Generator	Prime Output	210 KW	to 300		hour	\$ 85.70
8316	Generator	Prime Output	280 KW	to 400		hour	\$ 103.34
8317	Generator	Prime Output	350 KW	to 500		hour	\$ 114.23
8318	Generator	Prime Output	530 KW	to 750		hour	\$ 202.00
8319	Generator	Prime Output	710 KW	to 1000		hour	\$ 225.34
8327	Generator	Prime Output	800 KW	1065		hour	\$ 232.46
8328	Generator	Prime Output	900 KW	1355		hour	\$ 295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour	\$ 356.94
8320	Generator	Prime Output	1100 KW	1645	Open	hour	\$ 393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$ 553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$ 450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$ 583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$ 567.48
8325	Generator	Prime Output	40KW	63	Open	hour	\$ 23.16
8326	Generator	Prime Output	20KW	35	Open/Closeed	hour	\$ 18.05
8327	Generator Large	Prime Output	80 KW	120		Hr.	\$ 31.65
8328	Generator Heavy Duty	Prime Output	2000KW		Open	Hr.	\$ 490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$ 43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$ 63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$ 80.43
8350	Hose, Discharge	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.16
8351	Hose, Discharge	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.24
8352	Hose, Discharge	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62
8353	Hose, Discharge	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62

8354	Hose, Discharge	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.92
8355	Hose, Discharge	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.71
8356	Hose, Suction	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.31
8357	Hose, Suction	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.37
8358	Hose, Suction	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.17
8359	Hose, Suction	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.11
8360	Hose, Suction	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.73
8361	Hose, Suction	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 3.29
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$ 19.59
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$ 36.87
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$ 69.24
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$ 103.22
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$ 123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$ 20.80
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$ 41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$ 38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$ 46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	\$ 76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	\$ 79.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$ 116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$ 129.40
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$ 188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$ 37.13
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft	8	Diesel Powered	hour	\$ 3.13
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11	Gasoline Powered	hour	\$ 4.31
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$ 15.32
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$ 20.47
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$ 84.71
8419	Hand-Held, Pavement Breakers	Weight	25~90 Lbs	0	Air Tool/Electric Power	hour	\$ 1.12
8420	Self-Propelled Pavement Breaker,			to 70-80	Self-Propelled (Diesel)	hour	\$ 59.54
8421	Vibrator, Concrete	Hand Held		to 4		hour	\$ 1.63
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$ 90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$ 125.19
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$ 4.77
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour	\$ 12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour	\$ 76.41
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour	\$ 96.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour	\$ 144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$ 224.01
8436	Pick-up, Asphalt			to 110		hour	\$ 98.06
8437	Pick-up, Asphalt	Cederapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	\$ 140.59
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to 200	Asphalt-Pick-up Machine	hour	\$ 189.75
8439	Pick-up, Asphalt		MTV 1000C	to 275	Asphalt-Pick-up Machine	hour	\$ 214.03
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$ 16.92
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$ 24.24
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$ 45.28
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$ 83.35
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	\$ 4.23
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension	24' X 50'	0	crawler	hour	\$ 33.48
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft	0	Include Grader for total cost	hour	\$ 28.28
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft	0	Include Grader for total cost	hour	\$ 33.21

8452	Plow, Truck Mntd	Width	to 15 Ft	0	Include truck for total cost	hour	\$ 25.23
8453	Plow, Truck Mntd	Width	to 15 Ft	0	With leveling wing. Include truck for total cost	hour	\$ 41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour	\$ 8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour	\$ 10.55
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	\$ 13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$ 6.30
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$ 7.87
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$ 6.31
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$ 6.98
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$ 8.05
8473	Pump			to 15	Hoses not included.	hour	\$ 12.08
8474	Pump			to 25	Hoses not included.	hour	\$ 13.77
8475	Pump			to 40	Hoses not included.	hour	\$ 16.98
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$ 27.45
8477	Pump			to 95	Hoses not included.	hour	\$ 32.77
8478	Pump			to 140	Hoses not included.	hour	\$ 41.84
8479	Pump			to 200	Hoses not included.	hour	\$ 50.79
8480	Pump			to 275	Does not include Hoses.	hour	\$ 68.33
8481	Pump			to 350	Does not include Hoses.	hour	\$ 81.66
8482	Pump			to 425	Does not include Hoses.	hour	\$ 99.01
8483	Pump			to 500	Does not include Hoses.	hour	\$ 117.21
8484	Pump			to 575	Does not include Hoses.	hour	\$ 136.53
8485	Pump			to 650	Does not include Hoses.	hour	\$ 154.88
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 11.63
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 21.99
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 39.80
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	\$ 42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$ 9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$ 17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$ 31.57
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$ 56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$ 73.90
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$ 29.71
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	\$ 16.54
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	\$ 23.17
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	\$ 37.46
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$ 7.76
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$ 40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$ 67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$ 93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$ 180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$ 258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$ 7.62
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$ 12.47
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$ 26.81
8513	Saw, Rock	Blade Diameter		to 100		hour	\$ 35.13
8514	Saw, Rock	Blade Diameter		to 200		hour	\$ 68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour	\$ 1.77
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour	\$ 2.02
8521	Scraper	Scraper Capacity	15 CY	to 262		hour	\$ 133.80
8522	Scraper	Scraper Capacity	22 CY	to 365		hour	\$ 174.30
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	\$ 322.77

8524	Scraper	Scraper Capacity	44 CY	to 604		hour	\$	354.84
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 Lbs	to 36		hour	\$	26.83
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 66		hour	\$	35.47
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	\$	38.72
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$	35.39
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$	94.72
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$	143.88
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$	156.93
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$	2.97
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$	14.47
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$	234.49
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$	256.20
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$	285.56
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	\$	260.00
8564	The Vammas 5500	RM300	96"W x 20"D	350	Soil Stabilization, Reclaimer	hour	\$	212.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	\$	229.00
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$	3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$	23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$	33.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$	43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$	49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	\$	14.97
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$	22.45
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$	32.52
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$	43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$	90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	\$	13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	\$	13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	\$	16.71
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	\$	18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	\$	19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	\$	30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$	15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$	19.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$	22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$	28.39
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$	35.84
8620	Tub Grinder			to 440		hour	\$	98.30
8621	Tub Grinder			to 630		hour	\$	148.62
8622	Tub Grinder			to 760		hour	\$	189.56
8623	Tub Grinder			to 1000		hour	\$	332.79
8627	Horizontal Grinder	Model HG6000		630		hour	\$	59.12
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$	48.59
8629	Stump Grinder	24" grinding wheel		110		hour	\$	46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	\$	14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	\$	19.74
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	\$	32.52
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$	15.59

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$	23.12
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$	33.58
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$	265.76
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$	95.10
8638	Rake	Barber Beach Sand Rake 600HDr, towed		0	Towed by Beach vehicle	hour	\$	15.78
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$	35.38
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16ft	hour	\$	2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24ft	hour	\$	2.76
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20ft	hour	\$	3.69
8643	Trailer	Haz-Mat Equipment trailer	8'x18'	0	Move by Tractor to Location	hour	\$	38.88
8644	Trailer, Covered Utility Trailer	(7' X 16')		0	Move by Tractor to Location	hour	\$	5.88
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$	30.33
8646	Trailer, Dodge	8' x 32' flatbed water	25,000 MGWV	200	4x2-Axle	hour	\$	28.60
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$	16.91
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$	29.53
8654	Trencher accessories	2008 Griswold Trenchbox		0		hour	\$	1.96
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$	13.77
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$	40.07
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$	44.60
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$	35.07
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$	56.12
8672	Movax SP-60	28-32 ton Head	134KW	178	Sonic Sidegrip Vibratory Pile Driver	Hour	\$	109.20
8680	Truck, Fire -Industrial -112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm/1000 gal Water or Foam	600	2-1000gpm Nozzles 1-Each side of Platform	Hour	\$	198.30
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/300gal		Engine, with Pump & Roll	hour	\$	140.00
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300gal		Engine, with Pump & Roll	hour	\$	132.00
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150gpm/500gal,	115-149	Hose 1-1/2"D 500' Long	hour	\$	119.30
8684	Truck, Fire, Aerial (Cummins IXL9)100Ft Ladder	Pump/Tank Capacity	2000gpm/500gal	450	1500gpm Monitor/nozzle	hour	\$	178.00
8685	Truck, Fire, Ladder(48ft)(Type-I)	Pump/Tank Capacity	1000gpm/400gal, 500gpm Master Stream	200-250	Hose 2-1/2"D 1200' Long	hour	\$	154.00
8686	Truck, Fire, Ladder(48ft)(Type-II)	Pump/Tank Capacity	500gpm/300gal,	100-199	Hose 2-1/2"D 1000' Long	hour	\$	131.50
8687	Truck, Fire, Support Water Tender S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1 Water Tender	hour	\$	114.50
8688	Truck, Fire, Support Water Tender S2	Pump/Tank Capacity	200GPM/2500+gal		S2 Water Tender	hour	\$	103.50
8689	Truck, Fire, Support Water Tender S3	Pump/Tank Capacity	200GPM/1000+gal		S3 Water Tender	hour	\$	79.00
8690	Truck, Fire - Water Tender	Pump Capacity	1000 GPM @150 psi			hour	\$	70.33
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour	\$	74.57
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour	\$	81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour	\$	84.04
8694	Truck, Fire Aerial Ladder (75Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour	\$	121.00
8695	Truck, Fire Aerial Ladder (150Ft)	Ladder length	150 FT		No Platform,	hour	\$	146.43
8696	Truck, Fire (Rescure)	No Ladder		330	Rescure Equipment	hour	\$	96.36
8697	Truck, Fire, Tactical Water Tender T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour	\$	119.50
8698	Truck, Fire, Tactical Water Tender T2	Pump/Tank Capacity	250GPM/1000+gal			hour	\$	102.67
8699	Truck, Fire, Engine Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour	\$	126.50
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	\$	25.46
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	\$	40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	\$	28.55
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	\$	32.90
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	\$	52.73
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvwr	0		hour	\$	8.67
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvwr	0	Enclosed	hour	\$	9.82
8710	Trailer, semi	28ft, single axle, freight	25,000 gvwr	0		hour	\$	10.01

8711	Flat bed utility trailer	6 ton		0		hour	\$ 3.21
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted. (350 gal)	hour	\$ 25.51
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted. (1500 Gal)	hour	\$ 32.02
8714	Vactor-Combined Sewer Cleaning	800 Gal Spoils/400 Gal Water	500/800 gal	190	with water & waste Tanks	hour	\$ 85.10
8714-1	Vector Combine Vaccum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	\$ 86.94
8715	Truck, Hydro Vac	model LP555DT	36 - Hp pump	36	Towed by tractor	hour	\$ 18.50
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$ 52.93
8717	Truck, Vacuum	60,000 GVW		400		hour	\$ 76.72
8719	Litter Picker	model 2007 Barber		0	Towed by tractor	hour	\$ 9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$ 57.70
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$ 72.05
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$ 79.62
8723	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$ 77.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$ 136.57
8725	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$ 91.65
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$ 49.79
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$ 57.06
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	\$ 3.07
8734	Attenuator, safety	that can stop a vehicle at 60 mph		0		hour	\$ 5.64
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	\$ 3.89
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$ 28.73
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$ 18.35
8745	Van, step	model MT10FD		300		hour	\$ 22.05
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$ 20.48
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$ 20.77
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$ 22.44
8749	Van-cargo	light duty, class 2		225-300		hour	\$ 22.68
8750	Vehicle, Small			to 30		hour	\$ 6.41
8753	Vehicle, Recreational			to 10		hour	\$ 2.87
8754	Motor Coach	GVW=50534	56 Passenger + 1-Driver	430	Passenger Transportation	Hour	\$ 63.94
8755	Golf Cart	Capacity	2 person	0	Battery operated	hour	\$ 3.80
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$ 4.11
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$ 7.21
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$ 13.66
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$ 13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$ 31.05
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$ 56.57
8788	Container & roll off truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	\$ 23.73
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$ 56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$ 43.43
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$ 47.57
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$ 52.98
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	\$ 27.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	\$ 34.56
8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class 7	26,001 to 33,000 lbs gvwr	217	4 X 2 Axle (D)	hour	\$ 31.43
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	\$ 32.13
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr	280	6 X 4 Axle (D)	hour	\$ 42.33
8800	Truck, Pickup				When transporting people.	mile	\$ 0.545
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$ 12.78
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$ 17.91
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$ 21.10
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$ 23.22

8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$ 24.85
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$ 14.32
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$ 22.64
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$ 22.99
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$ 26.55
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 26.82
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 27.55
8820	Skidder accessory	2005 JCB Grapple Claw		0		hour	\$ 1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket		0		hour	\$ 1.56
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$ 53.22
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$ 118.50
8824	Skidder	model Cat 525B		up to 160		hour	\$ 64.79
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$ 128.67
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$ 40.19
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$ 32.01
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator		0	Move to Location by Tractor	hour	\$ 14.73
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?		0	Move to Location by Tractor	hour	\$ 13.87
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	\$ 86.10
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$ 31.55
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$ 20.33
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long	0	Move to Location by Tractor	hour	\$ 31.69
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$ 50.69
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator		280	Generator Rate not included	hour	\$ 55.37
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$ 47.12
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230	Communication Equipment	hour	\$ 42.78
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$ 68.04
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$ 45.89
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$ 98.84
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$ 11.11
8871	Light Tower	2004 Allmand				hour	\$ 6.93
8872	SandBagger Machine	(Spider) automatic	w/Vibration & Conveyor Motors	2-4.5		hour	\$ 49.42
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	\$ 467.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$ 489.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$ 575.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$ 585.47
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$ 763.30
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$ 625.35
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$ 476.60
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	\$ 507.20
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$ 2,974.45
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$ 5,559.04
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$ 10,857.50
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$ 620.38
8912	Helicopter- light utility	Modle Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$ 607.92
8913	Helicopter	Model Bell-206L4		726		hour	\$ 570.24
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$ 1,318.11
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$ 738.12
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$ 1,108.33
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$ 466.67
8918	Bell UH -1H Huey Helicopter II	Engine:1 x Lycoming T53-L-11 turboshaft		1100	Travel Range 253 Nautical Miles	hour	\$ 1,376.74

10B.



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MEMORANDUM

TO: Board of Supervisors
Marshall Creek CDD

FROM: Michael C. Eckert

DATE: May 26, 2023

RE: Proposed Policy Clarification Regarding Doing Business on District-Owned Lands

In light of recent questions regarding the use of District-owned land by private entities and individuals for operation of a private business, below is a policy clarification for your consideration.

“Unless specifically approved by the District Board of Supervisors, District Manager, or Property Manager, private businesses shall not conduct business on or within the District Facilities. If this policy is violated, both the persons affiliated with the private business and the participating Patrons shall be subject to the District’s “Suspension and Termination of Privileges” Rule.”

Twelfth Order of Business

**FINANCIAL STATEMENTS TO BE
SENT UNDER SEPARATE COVER**