



Rizzetta & Company

Cross Creek North Community Development District

**Board of Supervisors' Meeting
February 11, 2020**

**District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084**

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St. Augustine, FL 32084

Board of Supervisors	Robert Porter Mark Dearing Shane Ricci Anthony Sharp James Teagle	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Katie Buchanan	Hopping Green & Sams, P.A.
District Engineer	James Lucas	J. Lucas & Associates

All cellular phones must be placed on mute while in the meeting room.

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 2806 N. FIFTH STREET • UNIT 403 • ST AUGUSTINE, FL 32084 • 904-436-6270

www.crosscreeknorthcdd.org

February 3, 2020

**Board of Supervisors
Cross Creek North Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Cross Creek North Community Development District will be held on **February 11, 2020 at 3:00 p.m.** at the Magnolia West CDD Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, FL 32043. The following is the agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of Meeting from the Regular Board Meeting held on November 12, 2019.....Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for October 2019, November 2019 and December 2019.....Tab 2
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 5. BUSINESS ITEMS**
 - A. Consideration of Nondisclosure Agreement with Clay County Property Appraiser.....Tab 3
 - B. *Consideration of Proposals for Amenity Management Services
(Under Separate Cover)*
 - C. Public Hearing on Adopting Rules of Procedure
 - i.) Consideration of Resolution 2020-03, Adopting Amended Rules of Procedure.....Tab 4
 - D. Public Hearing on Adopting Policies and Rates
 - i.) Consideration of Resolution 2020-04, Adopting Amenity Facilities Policies and Fees.....Tab 5
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Very truly yours,
Lesley Gallagher
Lesley Gallagher
Cross Creek North Community Development District

CALL TO ORDER / ROLL CALL

**AUDIENCE COMMENTS
ON AGENDA ITEMS**

BUSINESS ADMINISTRATION

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Cross Creek North Community Development District was held on **Tuesday, November 12, 2019 at 6:15 p.m.** at the Magnolia West CDD Amenity Center located at 3490 Canyon Falls Dr. Green Cove Springs, FL 32043.

Present and constituting a quorum:

Bob Porter	Board Supervisor, Chairman
Mark Dearing	Board Supervisor, Vice Chairman
Shane Ricci	Board Supervisor, Assistant Secretary
Anthony Sharp	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Hopping Green & Sams (via speakerphone)
Tony Shiver	President, First Coast CMS

No audience members present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Porter opened the Board of Supervisors' Meeting at 6:15 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments.

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THIRD ORDER OF BUSINESS

**Consideration of the Minutes of Meeting
from the Regular Board Meeting held on
August 13, 2019**

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board approved the Minutes of Meeting from the Regular Board Meeting held on August 13, 2019 for the Cross Creek North Community Development District.

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FOURTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditures for July 2019,
August 2019 and September 2019**

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board ratified the Operation and Maintenance Expenditures for July 2019 in the amount of \$14,944.00, August 2019 in the amount of \$12,299.22 and September 2019 in the amount of \$12,477.50 for the Cross Creek North Community Development District.

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FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

1.) Rules of Procedure

Ms. Buchanan first requested that the Board review requisition number five, which had recently been received from the District Engineer. She noted the following: Burnham Roadway Improvements in the amount of \$2,887,519.00, Water and Sewer Improvements in the amount of \$2,311,728.00 and Stormwater Improvements in the amount of \$734,121.00. She also reviewed Clay Electric Roadway Improvements in the amount of \$291,060.00, noting that the Burnham and Clay Electric contracts had previously been assigned to the District.

She then reviewed the K&G construction hardscape amount of \$270,00.00 with approximately \$30,000.00 remaining.

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board authorized the acquisition of the K&G Construction Hardscape Improvements at a cost not to exceed \$310,00.00 for the Cross Creek North Community Development District.

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On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board authorized the Burnham Requisition Number 5, in the amounts previously noted, for the Cross Creek North Community Development District.

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On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board authorized the Clay Electric Requisition, in the amount previously noted, for the Cross Creek North Community Development District.

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On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board authorized the acquisition of Greenpoint Landscape Improvements in the amount of \$691,260.00 for the Cross Creek North Community Development District.

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Ms. Buchanan then updated the Amenity Center was approximately 75% complete.

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board authorized the assignment of the K&G Construction Recreational Contract for the Cross Creek North Community Development District.

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2.) Consideration of Resolution 2020-01, Designating Date, Time and Location of Public Hearing on Revised Rules of Procedure

Ms. Buchanan briefly reviewed the Revised Rules of Procedure.

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board adopted Resolution 2020-01, Designating the Date for the Public Hearing on Rules of Procedure as February 11, 2019 at 3:00 p.m. at the Magnolia West CDD Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, FL 32043 for the Cross Creek North Community Development District.

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B. District Engineer
Not present.

C. District Manager
Ms. Gallagher noted that the next regularly scheduled meeting is December 10, 2019. The Board directed her to obtain proposals for Amenity Center management for review at the February meeting and to work on obtaining internet services when required for the access system.

SIXTH ORDER OF BUSINESS

Ratification of Fiscal Year 2019-2020 District Insurance Policy Renewal

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board ratified the Fiscal Year 2019-2020 District Insurance Policy Renewal for the Cross Creek North Community Development District.

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SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-02,
Designating Date, Time and Location of
Public Hearing on Amenity Rates &
Suspension Policies**

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board adopted Resolution 2020-02, Setting the Public Hearing on Rates and Suspension Policies for February 11, 2020 at 3:00 p.m. at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, FL 32043 and approved notice for Non-Residents user fee of \$4,000.00, Access Card replacement \$25.00, Non-Refundable Amenity Room rental fee of \$250.00 and Refundable Security Deposit of \$250.00, with authorization of Chairman to work on a Final Draft with Staff of the Policies for the Public Hearing for Cross Creek North Community Development District.

EIGHTH ORDER OF BUSINESS

**Audience Comments and Supervisor
Requests**

No supervisor requests.

No audience present.

NINTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board Adjourned meeting at 6:25 p.m. for the Cross Creek North Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures October 2019 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2019 through October 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$25,552.70**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

October 1, 2019 Through October 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles Aquatics, Inc.	001204	36719	Monthly Aquatic Maintenance for 9 Ponds 09/19	\$ 595.00
Charles Aquatics, Inc.	001215	36964	Monthly Aquatic Maintenance for 9 Ponds 10/19	\$ 595.00
Clay County Building Division	001212	100819-1	Safety Inspection Meter #151833829	\$ 39.00
Clay County Building Division	001213	100819-2	Safety Inspection Meter #152059283	\$ 39.00
Clay County Building Division	001214	100919	Safety Inspection Meter #152054669	\$ 39.00
Clay Electric Cooperative, Inc.	001220	102919	Deposit for Electric Service	\$ 2,100.00
Clay Electric Cooperative, Inc.	001220	9078457 10/19	Electric Services 10/19	\$ 35.00
First Coast Contract Maintenance Services, LLC	001216	4582	Fountain Maintenance 10/19	\$ 110.00
First Coast Contract Maintenance Services, LLC	001216	4659	Fountain Maintenance 10/19	\$ 110.00
GreenPoint Inc	001207	42670	Monthly Maintenance 09/19	\$ 5,525.00
GreenPoint Inc	001217	42992	Monthly Maintenance 10/19	\$ 5,525.00
Hopping Green & Sams	001218	110223	General Legal Services 08/19	\$ 1,708.45
OPC News LLC dba Clay Today	001205	Ad #303939	Acct# 991837 Legal Advertising 09/19	\$ 110.70
OPC News LLC dba Clay Today	001221	Ad #305243	Acct# 991837 Legal Advertising 10/19	\$ 71.55

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

October 1, 2019 Through October 31, 2019

Rizzetta & Company, Inc.	001219	INV0000043718	Annual Assessment Roll 10/19	\$	5,000.00
Rizzetta & Company, Inc.	001219	INV0000043841	District Management Services 10/19	\$	3,850.00
Rizzetta Technology Services, LLC	001222	INV0000004764	Website Hosting Services 10/19	\$	<u>100.00</u>
Report Total				\$	<u>25,552.70</u>

Charles Aquatics, Inc.
 6869 Phillips Parkway Drive South
 Jacksonville, FL 32256
 904-997-0044

Invoice

Date	Invoice #
9/1/2019	36719

Bill To
Cross Creek North CDD c/o Rizzetta & Company 2806 North Fifth St, Suite 403 St Augustine, FL 32084

Due Date
10/1/2019

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services for 9 Ponds	595.00	595.00
<p>Date Rec'd Rizzetta & Co., Inc. <u>SEP 09 2019</u></p> <p>D/M approval <u>[Signature]</u> Date <u>9/1/19</u></p> <p>Date entered <u>SEP 09 2019</u></p> <p>Fund <u>001</u> GL <u>53800 oc 4605</u></p> <p>Check # _____</p>			
Thank you for doing business with us!			Balance Due \$595.00

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
 Jacksonville, FL 32256
 904-997-0044

Invoice

Date	Invoice #
10/1/2019	36964

Bill To
Cross Creek North CDD c/o Rizzetta & Company 2806 North Fifth St, Suite 403 St Augustine, FL 32084

Due Date
10/31/2019

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services for 9 Ponds	595.00	595.00
<p>OCT 01 2019</p> <p>Date Rec'd Rizzetta & Co., Inc. _____</p> <p>D/M approval <u>[Signature]</u> Date <u>10/1/19</u></p> <p>Date entered <u>10/1/19</u></p> <p>Fund <u>001</u> GL <u>53900</u> OC <u>4603</u></p> <p>Check # _____</p>			
Thank you for doing business with us!		Balance Due	\$595.00

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Check Request

Amount: \$39.00*

Project Name: Cross Creek North CDD - Safety Inspection -
Meter # 151833829

Meeting Date: **NA**

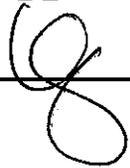
Date: October 8, 2019

Payable To: Clay County Building Division

Requested By: Lesley Gallagher

Special Instructions: Send Check to Rebekah in St Augustine Office*

Manager Approval:



Date:

10/8/19

Date Rec'd Rizzetta & Co., Inc. OCT 08 2019
D/M approval [Signature] Date 10/8/19
Date entered [Signature] OCT 08 2019
Fund 001 GL 5900 OC 4799
Check # 38900 4603

38900 4603

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Check Request

Amount: \$39.00*

Project Name: Cross Creek North CDD - Safety Inspection -
Meter # 152059283

Meeting Date: **NA**

Date: October 8, 2019

Payable To: Clay County Building Division

Requested By: Lesley Gallagher

Special Instructions: Send Check to Rebekah in St Augustine Office*

Manager Approval:



Date:

10/8/19

Date Rec'd Rizzetta & Co., Inc. OCT 08 2019
D/M approval [Signature] Date 10/8/19
Date entered OCT 08 2019
Fund 0201 GL 5790000 4799
Check # 53900 4003

Check Request

Amount: \$39.00*

Project Name: Cross Creek North CDD - Safety Inspection -
Meter # 152054669

Meeting Date: **NA**

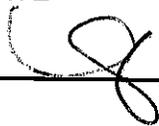
Date: October 9, 2019

Payable To: Clay County Building Division

Requested By: Lesley Gallagher

Special Instructions: Send Check to Rebekah in St Augustine Office*

Manager Approval:



Date:



OCT 11 2019
Date Rec'd Rizzetta & Co., Inc. _____
D/M approval  Date 10/14/19
Date entered OCT 11 2019
Fund 001 GL 53900 OC 4603
Check # _____

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Check Request

Amount: \$2,100.00

Date: 10/31/2019

Payable to: Clay Electric Cooperative
734 Blanding Blvd.
Orange Park, FL 32065

Reason: Deposit for Electric Service
Account 9089278 meter #152054669
Account 9089279 meter #152059283

Requestor: Christina Hartnett

Approved by: _____

Date Rec'd Rizzetta & Co., Inc. OCT 31 2019
D/M approval [Signature] Date 10/31/19
Date entered [Signature] OCT 31 2019
Fund 001 GL 53100 OC 4304
Check # _____



Clay Electric Cooperative, Inc.
 Orange Park District
 734 Blanding Blvd
 Orange Park FL 32065-5798
 904-272-2456 (800)224-4917

Statement Date: 10/23/2019

Trustee Dist 06

Web Address
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address	Meter No	Multiplier
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*9078457 CROSS CREEK NORTH COMMUNITY 2706 BIG OAK DR ENTRANCE SIGN

Rate -	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
	10/23/2019	10/23/2019						

Previous Statement Balance

09/26/2019 Payment Received - Thank You 150.00CR

Previous Balance \$ 150.00CR

Current Charges Billed 10/23/2019

10/23/2019 Deposit - Membership 5.00

10/23/2019 Account Setup Connect Charge 30.00

10/23/2019 Deposit 150.00

Current Charges Due on 10/30/2019 \$ 185.00

Total Amount Due \$ 35.00

October is National Co-op Month. You are a consumer-member of Clay Electric, the 9th largest electric co-op in the nation. We are not-for-profit and right here in your community, with employees who are your neighbors.

OCT 28 2019

Date Rec'd Rizzetta & Co., Inc.
 D/M approval [Signature]
 Date entered OCT 28 2019
 Fund [Signature] GL 53100 OC 4304
 Check # [Signature]

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.
 When Paying By Mail: Return this portion with your payment.

Clay Electric Cooperative, Inc.

P.O. Box 308 7290
 Keystone Heights, Florida 32656-0308

Mailing Address Correction:

911 Emergency Address:

RECEIVED
 OCT 28 2019
 BY: [Signature]

Account Number	I included an additional amount as a donation to Project Share to help those in need.
*9078457	
Phone Number	\$
(904) 436-6270	
Phone Correction	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

77884-23A*30*7290***AUTO**ALL FOR AADC 320
 CROSS CREEK NORTH COMMUNITY DEVELOPMENT
 2806 N 5TH ST STE 403
 ST AUGUSTINE FL 32084-1904

Current Charges \$ 185.00
 Due Date 10/30/2019
 Total Amount Due \$ 35.00

09078457 0000035006

CHARTRON

FIRST COAST CONTRACT
MAINTENANCE SERVICES, LLC

352 Perdido St
St. Johns, FL 32259 US
(904) 537 9034
service@firstcoastcms.com
www.firstcoastcms.com

Invoice 4582



BILL TO

Cross Creek CDD
2806 N. 5th Street, Suite 403
Saint Augustine, FL 32084

DATE
09/01/2019

PLEASE PAY
\$110.00

DUE DATE
10/01/2019

P.O. NUMBER

Oct Entrance Fountains

SALES REP

Tony Shiver

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/01/2019	Cross Creek CDD:Fountain Maintenance Monthly entrance fountain/water feature maintenance (Oct 2019)	1	110.00	110.00

TOTAL DUE

\$110.00

THANK YOU.

SEP 09 2019
Date Rec'd Rizzetta & Co., Inc. 9/1/2019
D/M approval [Signature] Date 9/1/2019
Date entered SEP 09 2019
Fund 001 GL 51900 04799
Check # _____

FIRST COAST CONTRACT
MAINTENANCE SERVICES, LLC
352 Perdido St
St. Johns, FL 32259 US
(904) 537 9034
service@firstcoastcms.com
www.firstcoastcms.com

Invoice 4659



BILL TO

Cross Creek CDD
2806 N. 5th Street, Suite 403
Saint Augustine, FL 32084

DATE
10/01/2019

PLEASE PAY
\$110.00

DUE DATE
10/31/2019

P.O. NUMBER

Nov Entrance Fountains

SALES REP

Tony Shiver

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/01/2019	Cross Creek CDD:Fountain Maintenance Monthly entrance fountain/water feature maintenance (Nov 2019)	1	110.00	110.00

TOTAL DUE

\$110.00

THANK YOU.

Date Rec'd Rizzetta & Co., Inc. OCT 01 2019
D/M approval [Signature] Date 10/01/19
Date entered OCT 04 2019
Fund 001 of 53900 of 4003
Check # _____

GreenPoint, Inc.

6520 US Hwy 1 North
St. Augustine, FL 32095

Invoice

Date	Invoice #
9/1/2019	42670

Bill To
Cross Creek North CDD

Description	Amount
Monthly Maintenance SEPTEMBER 2019	5,525.00
Sales Tax	0.00
<p>Date Rec'd Rizzetta & Co., Inc. <u>SEP 09 2019</u> D/M approval <u>[Signature]</u> Date <u>9/10/19</u> Date entered <u>[Signature]</u> <u>SEP 09 2019</u> Fund <u>001</u> GL <u>53900</u> OC <u>4604</u> Check # _____</p>	
Total	\$5,525.00

GreenPoint, Inc.

6520 US Hwy 1 North
St. Augustine, FL 32095

Invoice

Date	Invoice #
10/1/2019	42992

Bill To
Cross Creek North CDD

Description	Amount
Monthly Maintenance OCTOBER 2019	5,525.00
Sales Tax	0.00
<p>Date Rec'd Rizzetta & Co., Inc. <u>OCT 01 2019</u> D/M approval <u>[Signature]</u> Date <u>10/1/19</u> Date entered <u>OCT 04 2019</u> Fund <u>001</u> GL <u>5390</u> oc <u>4604</u> Check # _____</p>	
Total \$5,525.00	

Hopping Green & Sams
 Attorneys and Counselors
 119 S. Monroe Street, Ste. 300
 P.O. Box 6526
 Tallahassee, FL 32314
 850.222.7500

OCT 04 2019
 Date Rec'd Rizzetta & Co., Inc. 10/4/19
 D/M approval [Signature] Date 10/4/19
 Date entered 8 OCT 04 2019
 Fund 001 GL 51400 OC 3107
 Check # _____

===== STATEMENT =====

September 30, 2019

Cross Creek North Community Development District
 c/o Rizzetta & Company
 2806 North Fifth Street, Unit 403
 St. Augustine, FL 32084

Bill Number 110223
 Billed through 08/31/2019

General Counsel
CCNCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

07/15/19	LMG	Research and revise rules of procedure; prepare memorandum to district regarding same.	0.30 hrs
08/01/19	KSB	Confer with district manager regarding budget.	0.20 hrs
08/01/19	MKR	Research status regarding budget documents; review tentative agenda.	0.20 hrs
08/01/19	KEM	Review and organize files; confer with district manager.	0.20 hrs
08/05/19	KSB	Review assessment and appropriation resolutions; review budget.	0.80 hrs
08/06/19	MKR	Compare proposals regarding ADA website services for VGlobalTech, ADASC and Campus Suite.	0.30 hrs
08/07/19	MKR	Confer with Scroggins regarding notices for budget hearing; provide affidavits regarding same; review proof of publications and mailed notices.	0.30 hrs
08/11/19	MKR	Prepare for Board meeting; analyze ADA website services proposals.	1.60 hrs
08/13/19	MKR	Prepare for, travel to and attend board meeting; follow-up.	1.50 hrs
08/14/19	MKR	Return travel.	0.30 hrs
08/15/19	MKR	Perform meeting follow-up.	0.10 hrs
08/20/19	MKR	Prepare Campus Suite agreement; transmit same.	0.90 hrs
08/27/19	MKR	Review tentative agenda.	0.10 hrs
Total fees for this matter			\$1,632.00

DISBURSEMENTS

Travel	72.11
Travel - Meals	4.34
Total disbursements for this matter	\$76.45

=====

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.20 hrs	130 /hr	\$26.00
Buchanan, Katie S.	1.00 hrs	290 /hr	\$290.00
Gentry, Lauren M.	0.30 hrs	235 /hr	\$70.50
Rigoni, Michelle K.	5.30 hrs	235 /hr	\$1,245.50

TOTAL FEES	\$1,632.00
TOTAL DISBURSEMENTS	\$76.45

TOTAL CHARGES FOR THIS MATTER \$1,708.45

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.20 hrs	130 /hr	\$26.00
Buchanan, Katie S.	1.00 hrs	290 /hr	\$290.00
Gentry, Lauren M.	0.30 hrs	235 /hr	\$70.50
Rigoni, Michelle K.	5.30 hrs	235 /hr	\$1,245.50

TOTAL FEES	\$1,632.00
TOTAL DISBURSEMENTS	\$76.45

TOTAL CHARGES FOR THIS BILL \$1,708.45

Please include the bill number on your check.



3513 U.S. Hwy. 17 • Fleming Island, FL 32003
Phone: (904) 264-3200



1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082
Phone: (904) 285-8831

Advertising Invoice

CROSS CREEK NORTH CDD
2806 N 5TH ST # 403
ST AUGUSTINE, FL 32084

Cust#:991837
Ad#:303939
Phone#:904-436-6270
Date:09/16/2019

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 8.20

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	09/19/2019	09/19/2019	1	110.70	110.70

Payment Information:

Date: 09/16/2019 Order#: 303939 Type: BILLED ACCOUNT

Total Amount: 110.70
Tax: 0.00
Amount Due: 110.70

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

Ad Copy

NOTICE OF PUBLIC MEETING DATES CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

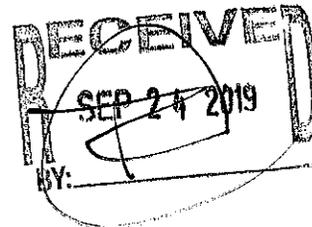
The Board of Supervisors of Cross Creek North Community Development District will hold their regular meetings for Fiscal Year 2019/2020 on:

- October 8, 2019
- November 12, 2019
- December 10, 2019
- January 14, 2020
- February 11, 2020
- March 10, 2020
- April 14, 2020
- May 12, 2020
- June 9, 2020
- July 14, 2020
- August 11, 2020
- September 8, 2020

All meetings will convene at 3:00 p.m. at The Magnolia West CDD Amenity Center, located at 3490 Canyon Falls Drive Green Cove Springs, FL 32043.

The meetings will be open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meetings may be continued in progress without additional notice to a time, date and location stated on the record.

A copy of the agenda may be obtained at the offices of the District Manager, Rizzetta & Company, Inc., located at 2806 N. Fifth Street, Suite 403, St. Augustine, FL 32084, (904) 436-6270, during normal business



Date Rec'd Rizzetta & Co., Inc. SEP 26 2019
D/M approval [Signature] Date 9/30/19
Date entered SEP 27 2019
Fund 001 GL 51300 OC 4401
Check # _____

ad receipt



3513 U.S. Hwy. 17 • Fleming Island, FL 32003
Phone: (904) 264-3200



1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082
Phone: (904) 285-8831

RECEIVED
OCT 28 2019
[Signature]

Advertising Invoice

CROSS CREEK NORTH CDD
2806 N 5TH ST # 403
ST AUGUSTINE, FL 32084

Cust#:991837
Ad#:305243
Phone#:904-436-6270
Date:10/18/2019

Salesperson: Clay Legals Classification: Legal Notice Ad Size: 1.0 x 5.30

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	10/24/2019	10/24/2019	1	71.55	71.55

Payment Information:

Date:	Order#	Type
10/18/2019	305243	BILLED ACCOUNT

Total Amount: 71.55
Tax: 0.00
Amount Due: 71.55

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

Ad Copy

NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Cross Creek North Community Development District will hold a regular meeting on November 12, 2019 at 3:00 p.m. at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive Green Cove Springs, FL 32043.

The meeting is open to the public and will be conducted in accordance with provisions of Florida Law for Community Development Districts. There may be occasions when one of more Supervisors will participate by telephone. At the above location will be present a speaker telephone so that any person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at (904) 436-6270, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same

OCT 28 2019
Date Rec'd Rizzetta & Co., Inc. *[Signature]*
D/M approval *[Signature]* Date *[Signature]*
Date entered *[Signature]* OCT 28 2019
Fund *001* @1300 oc 4801
Check # *[Signature]*

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
10/1/2019	INV0000043718

Bill To:

Cross Creek North CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
October	Upon Receipt	00274

Description	Qty	Rate	Amount
Assessment Roll (Annual)	1.00	\$5,000.00	\$5,000.00

OCT 0-9 2019
 Date Rec'd Rizzetta & Co., Inc. _____
 D/M approval _____ Date _____
 Date entered OCT 11 2019
 Fund _____ GL _____ OC _____
 Check # _____

Subtotal	\$5,000.00
Total	\$5,000.00

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
10/1/2019	INV0000043841

Bill To:

Cross Creek North CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
October	Upon Receipt	00274

Description	Qty	Rate	Amount
District Management Services 3101	1.00	\$1,675.00	\$1,675.00
Administrative Services 3100	1.00	\$375.00	\$375.00
Accounting Services 3201	1.00	\$1,500.00	\$1,500.00
Financial & Revenue Collections 3111	1.00	\$300.00	\$300.00
Date Rec'd Rizzetta & Co., Inc. <u>OCT 01 2019</u> D/M approval <u>[Signature]</u> Date entered <u>OCT 04 2019</u> Fund <u>001</u> GL <u>51300</u> OC <u>See above</u> Check # _____			
Subtotal			\$3,850.00
Total			\$3,850.00

Rizzetta Technology Services
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
10/1/2019	INV0000004764

Bill To:

CROSS CREEK NORTH CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
October	Net 20	00274

Description	Qty	Rate	Amount
EEmail Accounts, Admin & Maintenance	0	\$15.00	\$0.00
Website Hosting, Backup and Content Updating	1	\$100.00	\$100.00
Date Rec'd Rizzetta & Co., Inc. <u>OCT 22 2019</u> D/M approval <u>[Signature]</u> Date <u>10/1/19</u> Date entered <u>OCT 25 2019</u> Fund <u>001</u> GL <u>51300 oc 5103</u> Check # _____			
Subtotal			\$100.00
Total			\$100.00

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures November 2019 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2019 through November 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$5,009.62**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay County Utility Authority	001225	00575854 11/19	00575854 11/19	\$ 79.08
Clay County Utility Authority	001225	00575858 10/19	00575858 10/19	\$ 41.66
Clay County Utility Authority	001225	00575858 11/19	00575858 11/19	\$ 27.88
Clay Electric Cooperative, Inc.	001226	9089278	9089278 account set up 11/19	\$ 30.00
Clay Electric Cooperative, Inc.	001228	account set up Electric Summary 11/19	Electric Summary 11/19	\$ 706.00
Department of Economic Opportunity	001227	74683	Special District Fee FY 19/20	\$ 175.00
Rizzetta & Company, Inc.	001223	INV0000044462	District Management Services 11/19	\$ 3,850.00
Rizzetta Technology Services, LLC	001224	INV0000004848	Website Hosting Services 11/19	<u>\$ 100.00</u>
Report Total				<u>\$ 5,009.62</u>



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: Cross Creek North Cdd
 Service Address: 2719 Big Oak Drive

Bill Date: 11/06/2019

Customer # 00575854
 Route # MC13010648

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)		11/06/19 to 12/06/19				\$0.00
Consumption Charges		Tier 1	0.0	x		\$0.00
Proration Factor:		Tier 2	0.0	x		\$0.00
		Tier 3	0.0	x		\$0.00
		Tier 4	0.0	x		\$0.00
Alternative Water Supply Surcharge						

Sewer

Base Charges (Prepaid)	\$0.00
Consumption Charges	x

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
72979829	2	11/05/19	34	1517	1595	78
Base Charges (Prepaid)						\$128.81
Consumption Charges		Tier 1	78.0	x	0.79	\$61.62
Proration Factor:		1.1333	Tier 2	x	1.56	\$0.00
			Tier 3	x	2.35	\$0.00

Other Charges

Administrative Fees (Prepaid)	
Capacity Fees (Prepaid)	
Current Charges	\$190.43
Previous Balance	-\$111.35
Late Charge (If Applicable)	
TOTAL AMOUNT DUE	\$79.08

We will be collecting nonperishable food items for local families in need. Visit our office to make your contribution. Your donation can make a huge difference.

The Lending a Helping Hand program gives you the opportunity to help families in your community. Visit www.clayutility.org/myService/customer_assistance_program to see how you can participate or benefit.

Are you on a fixed income? If you are 62 years of age or older or permanently disabled, see how you can benefit from our Golden Opportunity or Disability Assistance program.

Please pay \$79.08 by 11/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$433.43 was posted to your account on 09/18/2019.

Date Rec'd Rizzetta & Co., Inc. NOV 08 2019
 O/M approval [Signature] Date 11/11/19
 Date entered NOV 11 2019
 Fund 001 GL 53600 DC 4302
 Check # _____

Service Summary

Cross Creek North Cdd
 2719 Big Oak Drive

Customer # 00575854
 Route # MC13010648
 Route Group 20

Please return this portion with payment

Cross Creek North Cdd
 2806 N 5th Street Unit 403
 St. Augustine FL 32084

Bill Summary

Bill Date	11/06/19
Current Charges	\$190.43
Current Charges Past Due After	11/27/19
Lend A Helping Hand (If Applicable)	
Previous Balance	-\$111.35
Total Amount Due	\$79.08

Mail Payments To:
 Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068





3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: Cross Creek North Cdd
 Service Address: 2704 Big Oak Drive Irrigation

Bill Date: 11/06/2019

Customer # 00575858
 Route # MC13010646

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
86083129	.625	11/05/19	34	27	38	11
Base Charges (Prepaid)		11/06/19 to 12/06/19				\$10.65
Consumption Charges		Tier 1	11.0	x	1.47	\$16.17
Proration Factor: 1.1333		Tier 2	0.0	x	3.04	\$0.00
		Tier 3	0.0	x	3.94	\$0.00
		Tier 4	0.0	x	5.06	\$0.00
Alternative Water Supply Surcharge						\$1.06

Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		x				

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges		Tier 1	0.0	x		\$0.00
Proration Factor:		Tier 2	0.0	x		\$0.00
		Tier 3	0.0	x		\$0.00

Other Charges

Administrative Fees (Prepaid)						
Capacity Fees (Prepaid)						
Current Charges						\$27.88
Previous Balance (DUE IMMEDIATELY)						\$41.66
Late Charge (If Applicable)						\$3.00
TOTAL AMOUNT DUE						\$72.54

We will be collecting nonperishable food items for local families in need. Visit our office to make your contribution. Your donation can make a huge difference.

The Lending a Helping Hand program gives you the opportunity to help families in your community. Visit www.clayutility.org/myservice/customer_assistance_program to see how you can participate or benefit.

Are you on a fixed income? If you are 62 years of age or older or permanently disabled, see how you can benefit from our Golden Opportunity or Disability Assistance program.

Your account is past due. Call us immediately at 904-272-5999 to make payment to avoid service disruption and additional fees. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$61.14 was posted to your account on 09/18/2019.

Date Rec'd Rizzetta & Co., Inc.

D/M approval _____ Date 11/11/19

Consumer Credit and UCMR4 Reports are available at our office and online at www.clayutility.org/UCMR4

Check # 001523004302

waived

Service Summary

Cross Creek North Cdd
 2704 Big Oak Drive Irrigation

Customer # 00575858
 Route # MC13010646
 Route Group 20

Please return this portion with payment

Cross Creek North Cdd
 2806 N 5th Street Unit 403
 Green Cove Springs FL 32043

Bill Summary

Bill Date	11/06/19
Current Charges	\$30.88
Current Charges Past Due After	11/27/19
Lend A Helping Hand (If Applicable)	
Previous Balance (DUE IMMEDIATELY)	\$41.66
Total Amount Due	\$72.54

Mail Payments To:
 Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068





Clay Electric Cooperative, Inc.
 Orange Park District
 734 Blanding Blvd
 Orange Park FL 32065-5798
 904-272-2456 (800)224-4917

Statement Date: 11/04/2019

Trustee Dist 06

Web Address
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address	Meter No	Multiplier				
9089278	CROSS CREEK NORTH COMMUNITY	2811 BUCK CREEK PL FOUNTAIN						
Rate -	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
	11/04/2019	11/04/2019						

Previous Statement Balance

11/04/2019 Payment Received - Thank You 2,100.00CR
 Previous Balance \$ 2,100.00CR

Current Charges Billed 11/04/2019

11/04/2019 Account Setup Connect Charge 30.00
 11/04/2019 Deposit 2,100.00

Current Charges Due on 11/12/2019 \$ 2,130.00
 Total Amount Due \$ 30.00

Read the enclosed Power Line to learn more about advanced meters, holiday decorating safety, fall/winter energy tips and more. Have a safe and Happy Thanksgiving!

NOV 18 2019

Date Rec'd Rizzetta & Co., Inc. 11/18/19
 D/M approval [Signature] Date 11/18/19
 Date entered NOV 18 2019
 Fund 001 GLSB100 oc 4364
 Check # _____

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.
 When Paying By Mail: Return this portion with your payment.

Clay Electric Cooperative, Inc.

P.O. Box 308 6530
 Keystone Heights, Florida 32656-0308

Mailing Address Correction: _____
 911 Emergency Address: _____

Account Number	I included an additional amount as a donation to Project Share to help those in need.
9089278	
Phone Number	\$ 30.00
(904) 436-6270	
Phone Correction	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

Current Charges \$ 2,130.00
 Due Date 11/12/2019
 Total Amount Due \$ 30.00

78239-4A*29*6530***AUTO**ALL FOR AADC 320
 CROSS CREEK NORTH COMMUNITY DEVELOPMENT
 2806 N 5TH ST STE 403
 ST AUGUSTINE FL 32084-1904

09089278 0000030007



00014903

Cross Creek North
Clay Electric Cooperative Electric Summary
Month: 11/19 Dated: 11/22/2019
For: 11/04/2019-11/20/2019 Due: 12/06/19

<u>Account</u>	<u>Location</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
9078457	ENTRANCE SIGN	2706 Big Oak Dr. Entrance Sign	001 53100 4304	\$ 386.00
9089278	FOUNTAIN	2811 Buck Creek Pl. Fountain	001 53100 4304	\$ 226.00
9089279	FOUNTAIN	2819 Big Oak Dr. Fountain	001 53100 4304	\$ 94.00
			Total	\$ 706.00
ELECTRIC-UTILITY SERVICES			001 53100 4304	\$ 706.00

NOV 25 2019

Date Rec'd Rizzetta & Co., Inc.

D/M approval Date

Date entered NOV 25 2019

Fund Soda above

Check #



Clay Electric Cooperative, Inc.
 Orange Park District
 734 Blanding Blvd
 Orange Park FL 32065-5798
 904-272-2456 (800)224-4917

Statement Date: 11/22/2019

Trustee Dist 06

Web Address
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address	Meter No	Multiplier				
*9078457	CROSS CREEK NORTH COMMUNITY	2706 BIG OAK DR ENTRANCE SIGN	151833829	1				
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	10/23/2019	11/20/2019	12/23/19	12103	15315	3212	29	111

Previous Statement Balance	35.00
11/04/2019 Payment Received - Thank You	35.00CR
Previous Balance	\$ 0.00
Current Charges Billed 11/22/2019	
Energy	261.14
Access Charge	22.23
Power Cost Adjustment .01740 X 3212 KWH	55.89
FLA Gross Receipts Tax	8.69
Florida State Sales Tax	24.18
Clay Co Public Ser Utility Tax	9.83
Clay County Sales Tax	3.48
Operation Round Up	0.56
Current Charges Due on 12/06/2019	\$ 386.00
Total Amount Due	\$ 386.00

Non-Taxable Fuel Amount @ .02908/KWH -\$93.40
 Government Taxes/Fees are not imposed by Clay Electric \$ 46.18

Read the enclosed Power Line to learn more about advanced meters, holiday decorating safety, fall/winter energy tips and more. Have a safe and Happy Thanksgiving!

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.
 When Paying By Mail: Return this portion with your payment.

Clay Electric Cooperative, Inc.
 P.O. Box 308
 Keystone Heights, Florida 32656-0308

Mailing Address Correction: _____

911 Emergency Address: _____

Account Number	I included an additional amount as a donation to Project Share to help those in need.
*9078457	
Phone Number	\$ 386.00
(904) 436-6270	
Phone Correction	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

Current Charges \$ 386.00
 Due Date 12/06/2019
 Total Amount Due \$ 386.00

78239-22A***
 CROSS CREEK NORTH COMMUNITY DEVELOPMENT
 2806 N 5TH ST STE 403
 ST AUGUSTINE FL 32084-1904

09078457 0000386003



Clay Electric Cooperative, Inc.
 Orange Park District
 734 Blanding Blvd
 Orange Park FL 32065-5798
 904-272-2456 (800)224-4917

Statement Date: 11/22/2019

Trustee Dist 06

Web Address
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address	Meter No	Multiplier				
9089278	CROSS CREEK NORTH COMMUNITY	2811 BUCK CREEK PL FOUNTAIN	152054669	1				
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	11/04/2019	11/20/2019	12/23/19	5969	7576	1607	17	95

Previous Statement Balance	30.00
Previous Balance Due on 11/12/2019	\$ 30.00
Current Charges Billed 11/22/2019	
Energy	130.65
Access Charge	13.03
Power Cost Adjustment .01740 X 1607 KWH	27.96
FLA Gross Receipts Tax	4.40
Florida State Sales Tax	12.23
Clay Co Public Ser Utility Tax	5.00
Clay County Sales Tax	1.76
Operation Round Up	0.97
Current Charges Due on 12/06/2019	\$ 196.00
Total Amount Due	\$ 226.00

Non-Taxable Fuel Amount @ .02908/KWH -\$46.73
 Government Taxes/Fees are not imposed by Clay Electric \$ 23.39

Read the enclosed Power Line to learn more about advanced meters, holiday decorating safety, fall/winter energy tips and more. Have a safe and Happy Thanksgiving!

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.
 When Paying By Mail: Return this portion with your payment.

Clay Electric Cooperative, Inc.
 P.O. Box 308
 Keystone Heights, Florida 32656-0308

Mailing Address Correction: _____

911 Emergency Address: _____

Account Number	I included an additional amount as a donation to Project Share to help those in need.
9089278	
Phone Number	\$ 226.00
(904) 436-6270	
Phone Correction	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

Previous Balance	\$ 30.00
Must be paid by 11/12/2019	
Current Charges	\$ 196.00
Due Date 12/06/2019	
Total Amount Due	\$ 226.00

78239-22A***
 CROSS CREEK NORTH COMMUNITY DEVELOPMENT
 2806 N 5TH ST STE 403
 ST AUGUSTINE FL 32084-1904

09089278 0000226001



Clay Electric Cooperative, Inc.
 Orange Park District
 734 Blanding Blvd
 Orange Park FL 32065-5798
 904-272-2456 (800)224-4917

Statement Date: 11/22/2019

Trustee Dist 06

Web Address
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address	Meter No	Multiplier				
9089279	CROSS CREEK NORTH COMMUNITY	2819 BIG OAK DR FOUNTAIN	152059283	1				
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	11/04/2019	11/20/2019	12/23/19	8749	9181	432	17	25

Previous Statement Balance

Previous Balance \$ 0.00

Current Charges Billed 11/22/2019

11/20/2019 Account Setup Connect Charge	30.00
Energy	35.12
Access Charge	13.03
Power Cost Adjustment .01740 X 432 KWH	7.52
FLA Gross Receipts Tax	1.42
Florida State Sales Tax	3.97
Clay Co Public Ser Utility Tax	1.72
Clay County Sales Tax	0.57
Operation Round Up	0.65

Current Charges Due on 12/06/2019 \$ 94.00

Total Amount Due \$ 94.00

Non-Taxable Fuel Amount @ .02908/KWH -\$12.56
 Government Taxes/Fees are not imposed by Clay Electric \$ 7.68

Read the enclosed Power Line to learn more about advanced meters, holiday decorating safety, fall/winter energy tips and more. Have a safe and Happy Thanksgiving!

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.
 When Paying By Mail: Return this portion with your payment.

Clay Electric Cooperative, Inc.
 P.O. Box 308
 Keystone Heights, Florida 32656-0308

Mailing Address Correction: _____

911 Emergency Address: _____

Account Number	I included an additional amount as a donation to Project Share to help those in need.
9089279	
Phone Number	\$ 94.00
(904) 436-6270	
Phone Correction	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

Current Charges \$ 94.00
 Due Date 12/06/2019
 Total Amount Due \$ 94.00

78239-22A***
 CROSS CREEK NORTH COMMUNITY DEVELOPMENT
 2806 N 5TH ST STE 403
 ST AUGUSTINE FL 32084-1904

09089279 0000094003

**Florida Department of Economic Opportunity, Special District Accountability Program
FY 2019/2020 Special District Fee Invoice and Update Form**

Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 74683			Date Invoiced: 10/01/2019
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2019: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



Cross Creek North Community Development District
 Mr. William Rizzetta
 3434 Colwell Avenue, Suite 200
 Tampa, FL 33614

OCT - 6 2019

- 2. Telephone: (813) 514-0400
- 3. Fax: (813) 514-0401
- 4. Email: brizzetta@rizzetta.com
- 5. Status: Independent
- 6. Governing Body: Elected
- 7. Website Address: crosscreeknorthcdd.org
- 8. County(ies): Clay
- 9. Function(s): Community Development
- 10. Boundary Map on File: 04/06/2017
- 11. Creation Document on File: 03/31/2017
- 12. Date Established: 03/03/2017
- 13. Creation Method: Local Ordinance
- 14. Local Governing Authority: Clay County
- 15. Creation Document(s): County Ordinance 2017-10
- 16. Statutory Authority: Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds: Yes
- 18. Revenue Source(s): Assessments
- 19. Most Recent Update: 10/12/2018

OCT 07 2019
 Date Rec'd Rizzetta & Co., Inc. 11/18/19
 D/M approval NOV 18 2019 Date 11/18/19
 Date entered _____
 Fund 001 GL 51300 OC 4902
 Check # _____

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: William A. Rizzetta Date 11/7/19

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.
 - 1. This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
 - 2. This special district is in compliance with the reporting requirements of the Department of Financial Services.
 - 3. This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2017/2018 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: _____ Denied: _____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
11/1/2019	INV0000044462

Bill To:

Cross Creek North CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
November	Upon Receipt	00274

Description	Qty	Rate	Amount
District Management Services 3101	1.00	\$1,675.00	\$1,675.00
Administrative Services 3100	1.00	\$375.00	\$375.00
Accounting Services 3201	1.00	\$1,500.00	\$1,500.00
Financial & Revenue Collections 3111	1.00	\$300.00	\$300.00

NOV 08 2019
 Date Rec'd Rizzetta & Co., Inc.
 D/M approval Date
 Date entered NOV 11 2019
 Fund 001 GL S/300 OC See above
 Check #

Subtotal	\$3,850.00
Total	\$3,850.00

Rizzetta Technology Services
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
11/1/2019	INV0000004848

Bill To:

CROSS CREEK NORTH CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
November	Net 20	00274

Description	Qty	Rate	Amount
EEmail Accounts, Admin & Maintenance	0	\$15.00	\$0.00
Website Hosting, Backup and Content Updating	1	\$100.00	\$100.00
Subtotal			\$100.00
Total			\$100.00

NOV 08 2019
 Date Rec'd Rizzetta & Co., Inc. 11/1/19
 D/M approval [Signature] Date NOV 11 2019
 Date entered _____
 Fund 001 GL 5300 OC 5103
 Check # _____

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures December 2019 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2019 through December 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$20,932.43**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Anthony K. Sharp	001244	AS111219	Board of Supervisors Meeting 11/12/2019	\$ 200.00
Charles Aquatics, Inc.	001239	37218	Monthly Aquatic Maintenance for 9 Ponds 11/19	\$ 595.00
Charles Aquatics, Inc.	001239	37446	Monthly Aquatic Maintenance for 9 Ponds 12/19	\$ 595.00
Clay County Utility Authority	001240	Clay Water Summary 12/19	Clay Water Summary 12/19	\$ 192.90
First Coast Contract Maintenance Services, LLC	001241	4711	Fountain Maintenance 11/19	\$ 110.00
First Coast Contract Maintenance Services, LLC	001241	4784	Fountain Maintenance 12/19	\$ 110.00
Grau & Associates	001230	18775	Audit Services FYE 09/30/2019	\$ 500.00
GreenPoint Inc	001242	43382	Monthly Maintenance 11/19	\$ 5,525.00
GreenPoint Inc	001242	43887	Monthly Maintenance 12/19	\$ 5,525.00
Hopping Green & Sams	001231	110944	General Legal Services 09/19	\$ 141.50
Hopping Green & Sams	001243	111430	General Legal Services 10/19	\$ 526.29
Innersync	001232	17645	Website ADA Compliance	\$ 2,325.00
Mark Dearing	001229	MD111219	Board of Supervisors Meeting 11/12/2019	\$ 200.00
Phil Lentsch dba. Office Dynamics	001233	00030040	Printing Of Agenda Booklets 11/19	\$ 36.74

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

December 1, 2019 Through December 31, 2019

Rizzetta & Company, Inc.	001236	INV0000045161	District Management Services 12/19	\$	3,850.00
Rizzetta Technology Services, LLC	001237	INV0000004932	Website Hosting Services 12/19	\$	100.00
Robert Porter	001234	BP111219	Board of Supervisors Meeting 11/12/2019	\$	200.00
Shane T. Ricci	001235	SR111219	Board of Supervisors Meeting 11/12/2019	\$	<u>200.00</u>
Report Total				\$	<u>20,932.43</u>

Cross Creek North CDD

11/12/2019

SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if present	Check if paid
Bob Porter	X	X
James Teagle		
Mark Dearing	X	X
Shane Ricci	X	X
Anthony Sharp	X	X

(*) Does not get paid

EXTENDED MEETING TIMECARD

Meeting Start Time:	6:15pm
Meeting End Time:	6:25pm
Total Meeting Time:	10 min

Time Over _____ () Hours: _____

Total at \$175 per Hour: _____



DM Signature: _____

Date Rec'd Rizzetta & Co., Inc. **NOV 15 2019**
D/M approval _____ Date **NOV 18 2019**
Date entered _____
Fund 001 GL 5100 oc 1101
Check # _____

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
 Jacksonville, FL 32256
 904-997-0044

Invoice

Date	Invoice #
11/1/2019	37218

Bill To
Cross Creek North CDD c/o Rizzetta & Company 2806 North Fifth St, Suite 403 St Augustine, FL 32084

Due Date
12/1/2019

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services for 9 Ponds	595.00	595.00
<p> Date Rec'd Rizzetta & Co., Inc. <u>NOV 01 2019</u> D/M approval <u>[Signature]</u> Date entered <u>NOV 01 2019</u> Fund. <u>001</u> GL <u>53800</u> OC <u>4605</u> Check # _____ </p>			
Thank you for doing business with us!		Balance Due	\$595.00

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
 Jacksonville, FL 32256
 904-997-0044

Invoice

Date	Invoice #
12/1/2019	37446

Bill To
Cross Creek North CDD c/o Rizzetta & Company 2806 North Fifth St, Suite 403 St Augustine, FL 32084

Due Date
12/31/2019

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services for 9 Ponds	595.00	595.00
<p style="text-align: right;">DEC 02 2019</p> <p>Date Rec'd Rizzetta & Co., Inc. _____</p> <p>D/M approval <u>[Signature]</u></p> <p>Date entered <u>DEC 02 2019</u></p> <p>Fund <u>001</u> GL <u>53600 oc 4605</u></p> <p>Check # _____</p>			
Thank you for doing business with us!			Balance Due \$595.00



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5995

Customer Name: Cross Creek North Cdd
 Service Address: 2704 Big Oak Drive Irrigation

Bill Date: 12/6/2019

Customer # 00575858
 Route # MC13010646

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
86083129	.625	12/4/2019	29	38	43	5.0
Base Charges (Prepaid)		12/6/2019 to 1/8/2020				\$10.65
Consumption Charges		Tier 1	5.0	x	1.47	\$7.35
Proration Factor: 0.9667		Tier 2	0.0	x	3.04	\$0.00
		Tier 3	0.0	x	3.94	\$0.00
		Tier 4	0.0	x	5.06	\$0.00
Alternative Water Supply Surcharge						\$1.06

Sewer

Base Charges (Prepaid)	\$0.00
Consumption Charges	x

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges		Tier 1	0.0	x		\$0.00
Proration Factor:		Tier 2	0.0	x		\$0.00
		Tier 3	0.0	x		\$0.00

Other Charges

Administrative Fees (Prepaid)	
Capacity Fees (Prepaid)	
Current Charges	\$19.06
Previous Balance	\$0.00
Late Charge (If Applicable)	
TOTAL AMOUNT DUE	\$19.06

Please join us in our effort to provide children in Clay County with a wonderful holiday season. We have partnered with Kids First of Florida and will be collecting toys and gift cards.

Kids First of Florida works with families whose children are at risk or victims of neglect or abuse. There are currently over 500 kids in Clay County in need of our help.

Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflorida.org>. Thank you for your generous support.

Please pay \$19.06 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$41.66 was posted to your account on 11/20/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at: www.clayutility.org/ccr/LAG.pdf

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

Customer # 00575858
 Route # MC13010646
 Route Group 20

Cross Creek North Cdd
 2704 Big Oak Drive Irrigation

Bill Summary

Bill Date	12/6/2019
Current Charges	\$19.06
Current Charges Past Due After	12/27/2019
Lend A Helping Hand (If Applicable)	
Previous Balance	\$0.00
Total Amount Due	\$19.06

ADDRESSEE

CROSS CREEK NORTH CDD
 2806 N 5TH STREET UNIT 403
 ST AUGUSTINE, FL 32084

MAIL PAYMENT TO:

Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068



3176 Old Jennings Road, Middleburg, Florida 32068
 Please visit us on the web at www.clayutility.org
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: Cross Creek North Cdd
 Service Address: 2719 Big Oak Drive

Bill Date: 12/6/2019

Customer # 00575854
 Route # MC13010648

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
		12/6/2019	to 1/8/2020			\$0.00
		Consumption Charges	Tier 1	0.0	x	\$0.00
		Proration Factor:	Tier 2	0.0	x	\$0.00
			Tier 3	0.0	x	\$0.00
			Tier 4	0.0	x	\$0.00
Alternative Water Supply Surcharge						

Sewer

Base Charges (Prepaid)	\$0.00
Consumption Charges	x

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
72979829	2	12/4/2019	29	1595	1652	57.0
		Base Charges (Prepaid)				\$128.81
		Consumption Charges	Tier 1	57.0	x 0.79	\$45.03
		Proration Factor: 0.9667	Tier 2		x 1.56	\$0.00
			Tier 3		x 2.35	\$0.00

Other Charges

Administrative Fees (Prepaid)	
Capacity Fees (Prepaid)	
Current Charges	\$173.84
Previous Balance	\$0.00
Late Charge (If Applicable)	
TOTAL AMOUNT DUE	\$173.84

Please join us in our effort to provide children in Clay County with a wonderful holiday season. We have partnered with Kids First of Florida and will be collecting toys and gift cards.

Kids First of Florida works with families whose children are at risk or victims of neglect or abuse. There are currently over 500 kids in Clay County in need of our help.

Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflorida.org>. Thank you for your generous support.

Please pay \$173.84 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$79.08 was posted to your account on 11/20/2019.

Please return this portion with payment



Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

Customer # 00575854
 Route # MC13010648
 Route Group 20

Cross Creek North Cdd
 2719 Big Oak Drive

Bill Summary

Bill Date	12/6/2019
Current Charges	\$173.84
Current Charges Past Due After	12/27/2019
Lend A Helping Hand (If Applicable)	
Previous Balance	\$0.00
Total Amount Due	\$173.84

ADDRESSEE

CROSS CREEK NORTH CDD
 2806 N 5TH STREET UNIT 403
 ST. AUGUSTINE, FL 32084

MAIL PAYMENT TO:

Clay County Utility Authority
 3176 Old Jennings Road
 Middleburg, Florida 32068

FIRST COAST CONTRACT
 MAINTENANCE SERVICES, LLC
 352 Perdido St
 St. Johns, FL 32259 US
 (904) 537 9034
 service@firstcoastcms.com
 www.firstcoastcms.com

Invoice 4711



BILL TO

Cross Creek CDD
 2806 N. 5th Street, Suite 403
 Saint Augustine, FL 32084

DATE
 11/01/2019

PLEASE PAY
 \$110.00

DUE DATE
 12/01/2019

P.O. NUMBER

Dec Entrance Fountains

SALES REP

Tony Shiver

DATE	ACTIVITY	QTY	RATE	AMOUNT
11/01/2019	Cross Creek CDD:Fountain Maintenance Monthly entrance fountain/water feature maintenance (Dec 2019)	1	110.00	110.00

TOTAL DUE \$110.00

THANK YOU.

NOV 05 2019

Date Rec'd Rizzetta & Co., Inc.

D/M approval _____ Date _____

Date entered NOV 08 2019

Fund 001 GL 53900 oc 4603

Check # _____

FIRST COAST CONTRACT
MAINTENANCE SERVICES, LLC
352 Perdido St
St. Johns, FL 32259 US
(904) 537 9034
service@firstcoastcms.com
www.firstcoastcms.com

Invoice 4784



BILL TO

Cross Creek CDD
2806 N. 5th Street, Suite 403
Saint Augustine, FL 32084

DATE
12/01/2019

PLEASE PAY
\$110.00

DUE DATE
12/31/2019

P.O. NUMBER

Jan Entrance Fountains

SALES REP

Tony Shiver

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/01/2019	Cross Creek CDD:Fountain Maintenance Monthly entrance fountain/water feature maintenance (Jan 2019)	1	110.00	110.00

TOTAL DUE

\$110.00

THANK YOU.

Date Rec'd Rizzetta & Co., Inc. DEC 03 2019
D/M approval CS Date 2/11/19
Date entered 8 DEC 10 2019
Fund 001 GL 53900 ac 4603
Check # _____

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Cross Creek North Community Development District
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625

Invoice No. 18775
Date 11/04/2019

SERVICE	AMOUNT
Audit FYE 09/30/2019	\$ 500.00
Current Amount Due	\$ 500.00

Date Rec'd Rizzetta & Co, Inc. NOV 12 2019
D/M approval [Signature] Date 11/18/19
Date entered [Signature] NOV 18 2019
Fund 001 GL 51300 OC 3202
Check # _____

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
500.00	0.00	0.00	0.00	0.00	500.00

Payment due upon receipt.

GreenPoint, Inc.
 6520 US Hwy 1 North
 St. Augustine, FL 32095

Invoice

Date	Invoice #
11/2/2019	43382

Bill To
Cross Creek North CDD

Description	Amount
Monthly Maintenance November 2019	5,525.00
Sales Tax	0.00
Date Rec'd Rizzetta & Co., Inc. <u>NOV 01 2019</u> D/M approval <u>[Signature]</u> Date <u>11/1/19</u> Date entered <u>NOV 08 2019</u> Fund <u>001</u> Gl. <u>53900</u> oc <u>4604</u> Check # _____	
Total	\$5,525.00

GreenPoint, Inc.

6520 US Hwy 1 North
St. Augustine, FL 32095

Invoice

Date	Invoice #
12/2/2019	43887

Bill To
Cross Creek North CDD

Description	Amount
Monthly Maintenance December 2019	5,525.00
Sales Tax	0.00
DEC 02 2019	
Date Rec'd Rizzetta & Co., Inc. _____	
D/M approval <u>[Signature]</u> Date <u>12/11/19</u>	
Date entered <u>DEC 10 2019</u>	
Fund <u>001</u> Gl. <u>5390</u> Oc <u>4604</u>	
Check # _____	
Total	\$5,525.00

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

NOV 22 2019
Date Rec'd Rizzetta & Co., Inc.
D/M approval [Signature]
Date entered NOV 22 2019
Fund 001 GL 51400.00 3107
Check # _____

===== STATEMENT =====

October 31, 2019

Cross Creek North Community Development District
c/o Rizzetta & Company
2806 North Fifth Street, Unit 403
St. Augustine, FL 32084

Bill Number 110944
Billed through 09/30/2019

General Counsel

CCNCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

09/17/19	KEM	Research ownership of property within district.	0.10 hrs
09/23/19	MKR	Review draft meeting minutes and provide comments.	0.30 hrs
09/30/19	KSB	Confer with district manager.	0.20 hrs
Total fees for this matter			\$141.50

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	130 /hr	\$13.00
Buchanan, Katie S.	0.20 hrs	290 /hr	\$58.00
Rigoni, Michelle K.	0.30 hrs	235 /hr	\$70.50
TOTAL FEES			\$141.50

TOTAL CHARGES FOR THIS MATTER \$141.50

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	130 /hr	\$13.00
Buchanan, Katie S.	0.20 hrs	290 /hr	\$58.00
Rigoni, Michelle K.	0.30 hrs	235 /hr	\$70.50
TOTAL FEES			\$141.50

TOTAL CHARGES FOR THIS BILL \$141.50

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

November 27, 2019

Cross Creek North Community Development District
c/o Rizzetta & Company
2806 North Fifth Street, Unit 403
St. Augustine, FL 32084

Bill Number 111430
Billed through 10/31/2019

DEC 10 2019

General Counsel
CCNCDD 00001 KSB

Date Rec'd Rizzetta & Co., Inc. _____
D/M approval LO Date 12/11/19
Date entered DEC 10 2019
Fund 001 GL 51400 OC 3107
Check # _____

FOR PROFESSIONAL SERVICES RENDERED

10/18/19	KSB	Review financial statements.	0.30 hrs
10/25/19	KSB	Confer with district manager.	0.20 hrs
10/25/19	KEM	Prepare rules of procedure, notice of rule development, notice of rule making, resolution setting hearing on rules and resolution adopting rules; research status of engineering services agreements.	0.80 hrs
10/26/19	KSB	Confer with chairman regarding tentative agenda.	0.20 hrs
10/28/19	MGC	Review auditor letter.	0.10 hrs
10/28/19	APA	Prepare attorney response to auditor letter fiscal year end 2019.	1.20 hrs
10/29/19	KEM	Review status of engineering services agreement; confer with district engineer.	0.20 hrs
Total fees for this matter			\$522.50

DISBURSEMENTS

Travel	3.79
Total disbursements for this matter	\$3.79

MATTER SUMMARY

Papp, Annie M. - Paralegal	1.20 hrs	130 /hr	\$156.00
Ibarra, Katherine E. - Paralegal	1.00 hrs	130 /hr	\$130.00
Buchanan, Katie S.	0.70 hrs	290 /hr	\$203.00
Collazo, Mike	0.10 hrs	335 /hr	\$33.50

TOTAL FEES	\$522.50
TOTAL DISBURSEMENTS	\$3.79

TOTAL CHARGES FOR THIS MATTER **\$526.29**

=====

BILLING SUMMARY

Papp, Annie M. - Paralegal	1.20 hrs	130 /hr	\$156.00
Ibarra, Katherine E. - Paralegal	1.00 hrs	130 /hr	\$130.00
Buchanan, Katie S.	0.70 hrs	290 /hr	\$203.00
Collazo, Mike	0.10 hrs	335 /hr	\$33.50

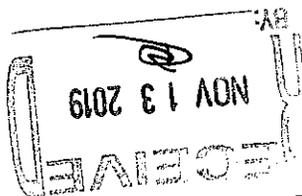
TOTAL FEES	\$522.50
TOTAL DISBURSEMENTS	\$3.79

TOTAL CHARGES FOR THIS BILL \$526.29

Please include the bill number on your check.

OFFICE dynamics

not your average print shop!



INVOICE

Invoice

6720 E. Fowler Ave. • Tampa, FL 33617

Phone (813) 980-3494 • Fax (813) 980-3495

www.OfficeDynamicsTampa.com

Bill To:

Cross Creek North CDD
2806 North Fifth Street
Unit 403
St. Augustine, FL 32084

Invoice #: 00030040

Date: 11/5/19

Page: 1

DATE	DESCRIPTION	AMOUNT								
	1 Cross Creek North CDD Booklet 51 color copies, 91 Black & White copies 7 Tabs and coil bound with Clear cover and Green Card back UPS to 1 location	\$24.24								
		\$12.50								
<p>NOV 18 2019</p> <p>Date Rec'd Rizzetta & Co., Inc. <u>11/18/19</u></p> <p>D/M approval <u>[Signature]</u> Date <u>11/18/19</u></p> <p>Date entered <u>[Signature]</u></p> <p>Fund _____ GL _____ OC _____</p> <p>Check # _____</p>										
<p>Terms net 30 days. Payment not received within thirty days of date billed will result in an additional charge of 1.5% per month and in addition, the customer is responsible for costs of collection including reasonable attorneys fees incurred in the collection process.</p>		<table border="1"> <tr> <td>Sales Tax:</td> <td>\$0.00</td> </tr> <tr> <td>Total Amount:</td> <td>\$36.74</td> </tr> <tr> <td>Amount Applied:</td> <td>\$0.00</td> </tr> <tr> <td>Balance Due:</td> <td>\$36.74</td> </tr> </table>	Sales Tax:	\$0.00	Total Amount:	\$36.74	Amount Applied:	\$0.00	Balance Due:	\$36.74
Sales Tax:	\$0.00									
Total Amount:	\$36.74									
Amount Applied:	\$0.00									
Balance Due:	\$36.74									

Terms: Net 10

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
12/1/2019	INV0000045161

Bill To:

Cross Creek North CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
December	Upon Receipt	00274

Description	Qty	Rate	Amount
District Management Services 3101	1.00	\$1,675.00	\$1,675.00
Administrative Services 3100	1.00	\$375.00	\$375.00
Accounting Services 3201	1.00	\$1,500.00	\$1,500.00
Financial & Revenue Collections 3111	1.00	\$300.00	\$300.00
Subtotal			\$3,850.00
Total			\$3,850.00

Date Rec'd Rizzetta & Co., Inc. NOV 21 2019
 D/M approval [Signature] Date NOV 22 2019
 Date entered _____
 Fund 001 GL 51300 oc see above
 Check # _____

Rizzetta Technology Services

3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
12/1/2019	INV0000004932

Bill To:

CROSS CREEK NORTH CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Services for the month of	Terms	Client Number
December	Net 20	00274

Description	Qty	Rate	Amount
EEmail Accounts, Admin & Maintenance	0	\$15.00	\$0.00
Website Hosting, Backup and Content Updating	1	\$100.00	\$100.00
Date Rec'd Rizzetta & Co., Inc. <u>NOV 20 2019</u> D/M approval <u>[Signature]</u> Date <u>11/22/19</u> Date entered <u>NOV 22 2019</u> Fund <u>001</u> GL <u>51300</u> OC <u>5103</u> Check # _____			
Subtotal			\$100.00
Total			\$100.00

STAFF REPORTS

District Counsel

District Engineer

District Manager

BUSINESS ITEMS

Tab 3



OFFICE OF THE CLAY COUNTY PROPERTY APPRAISER

Honorable Roger A. Suggs, CFA, AAS, CCF
State-Certified General Real Estate Appraiser RZ2771



November 12, 2019

Cross Creek North Community Development District
c/o Rizzeta and Company
Attention: Lesley Gallagher, District Manager
2806 North Fifth Street, Suite 403
St. Augustine, FL 32084

RE: Public Records Exemptions

Dear Ms. Gallagher:

Chapter 119, Florida Statutes, provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted by law. § 119.071(4), F.S., provides an exemption (upon request) for an extensive list of designated officers and employees, and their families, by removing certain personal, identifying information from the mandatory disclosure of the Florida Public Records Act.

The 2019 Florida Legislature passed Senate Bill 248, which was enacted on July 1, 2019. The bill amends § 119.071(4)(d), F.S., by providing an expanded definition of home addresses as "the dwelling location at which an individual resides and includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name, lot number, GPS coordinates, and any other descriptive property information that may reveal the home address." This information is captured and maintained in the property appraiser's database.

Since the Cross Creek North Community Development District (and designated employees) has a statutory or substantial policy need for the database information that is otherwise exempt from disclosure, it will be shared. However, the exempt status of the information should remain in effect to protect the safety and privacy of the specified personnel and their families.

Enclosed is an agreement, which demonstrates a tangible acknowledgement of our understanding. Additionally, I have provided PTO 19-03 and Senate Bill 248 for your consideration. If you have any questions or concerns, please contact me at (904) 278-3627 or rsuggs@ccpao.com.

Sincerely,

A handwritten signature in blue ink that reads "Roger A. Suggs".

Roger A. Suggs, CFA, AAS, CCF
Property Appraiser
State-Certified General Real Estate Appraiser RZ2771

Main Office
County Administration Building
477 Houston Street, 2nd Floor
Green Cove Springs, FL 32043
Telephone: (904) 269/284-6305
Fax: (904) 284-2923
www.ccpao.com

Orange Park Office
Park Central Plaza
1518 Park Avenue
Orange Park, FL 32073
Telephone: (904) 541-5332
www.facebook.com/ccpaofl

**NONDISCLOSURE AGREEMENT
FOR INFORMATION EXEMPT FROM PUBLIC DISCLOSURE
UNDER CHAPTER 119, FLORIDA STATUTES**

**BETWEEN THE CLAY COUNTY PROPERTY APPRAISER
AND THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**

THIS NONDISCLOSURE AGREEMENT FOR INFORMATION EXEMPT FROM PUBLIC DISCLOSURE UNDER CHAPTER 119, FLORIDA STATUTES (“Agreement”) is made and entered into this _____ day of _____ 2019, by and between the **CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT** (the “District”), an independent special district created pursuant to Chapter 190, Florida Statutes, as amended, whose address is 2806 North Fifth Street, Suite 403, St. Augustine, FL 32084, and the **CLAY COUNTY PROPERTY APPRAISER**, (the “Property Appraiser”) a Constitutional Officer of the State of Florida, whose address is P.O. Box 38, Green Cove Springs, Florida 32043.

**SECTION I
Findings and Determinations**

The parties find and determine:

1. The Property Appraiser has the statutory responsibility to list and appraise all real and tangible personal property in the county each year for purposes of ad valorem taxation. During the normal course of business, the Property Appraiser acquires, stores, and maintains an abundance of property and ownership information, some of which is exempt from public disclosure; and
2. In order to perform its contractual duties related to the production of non-ad valorem assessments and the delivery of a non-ad valorem tax roll to the Clay County Tax Collector, the District requires certain property and ownership information held by the Property Appraiser for properties within the District’s jurisdictional boundary.

**SECTION II
Applicable Law and Regulations**

1. Chapter 119, F.S., provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted by the Florida Legislature; and
2. § 119.071, F.S., contains multiple exemptions from disclosure under the mandatory access requirement of § 119.07(1), F.S. Under § 119.071(4)(d)3., F.S., an agency that is not the employer of, but is the custodian of records pertaining to, one of the persons enumerated in § 119.071(4)(d),

F.S., is required to maintain such person's exemption if the person or his or her employing agency submits a written request to the custodian; and

3. § 119.071(4)(d), F.S., defines "home addresses" to mean the dwelling location at which an individual resides and includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address; and
4. The Office of the Attorney General of Florida ("Attorney General") released Advisory Legal Opinion 2017-05 on November 22, 2017, that noted a clear distinction is made between public records that are "exempt" from disclosure and records that are "confidential." "If information is made confidential in the statutes, the information is not subject to inspection by the public and may only be released to the persons or organizations designated in the statute.... If records are not confidential but are only exempt from the Public Records Act, the exemption does not prohibit the showing of such information." Based upon this distinction, the Attorney General concluded that when there is a statutory or substantial policy need for information that is otherwise exempt from disclosure under the Public Records Act, the information should be made available to the requesting agency or entity. The Attorney General also noted that there is nothing in Chapter 119, F.S., indicating that an exempt address loses its exempt status by being shared with another agency.

SECTION III

Purpose

1. The purpose of this Agreement is to facilitate the transfer between the Property Appraiser and the District of data elements maintained by the Property Appraiser that constitute home address as defined and that are exempt under Chapter 119, F.S., for which the Property Appraiser has received a request to withhold such home addresses from disclosure pursuant to § 119.071(4)(d)3., F.S. ("Exempt Home Addresses"); and
2. To ensure that exempt home addresses retain their exempt status, and are withheld from disclosure in accordance with applicable law, once in the District's possession.

SECTION IV

Term

1. The term of this Agreement shall commence upon execution and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each; and
2. Either party has the right to terminate this Agreement by giving at least 30 days notice in writing to the other party to expire at the end of the initial or last renewal term.

SECTION V
Duties and Responsibilities of Property Appraiser

1. The Property Appraiser agrees to provide the District exempt home addresses in the same manner that it provides other non-exempt property and ownership information; and,
2. The Property Appraiser agrees to clearly identify which properties contain exempt home addresses. This information will be conveyed in the data file(s) using a field named PCCONF. The PCCONF field will contain a "Y" if the parcel has an exempt home address. Otherwise, the PCCONF field will contain a "N".

SECTION VI
Duties and Responsibilities of the District

1. The District agrees that exempt home addresses will retain their exempt status once in its possession; and
2. To the extent permitted by applicable law, the Requesting Entity agrees to withhold from public disclosure exempt home addresses or names as outlined pursuant to §§ 119.071(4) and 493, F.S., and as otherwise identified by the Property Appraiser pursuant to Section V, above.

SECTION VII
Miscellaneous

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.
2. If either party receives any letter, action, suit or investigation from a non-party to this Agreement regarding the withholding of the exempt home addresses pursuant to this Agreement, the other party shall cooperate and assist the other parties in this agreement in defending claims to such exempt home addresses. The parties agree that neither party shall be entitled to any additional fees and/or compensation for their cooperation and assistance under this paragraph of the Agreement.

3. Each party, as a state agency, political subdivision, or special unit of government as defined by § 190 and 768.28, F.S., shall indemnify each other party and defend and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions, to the extent permitted by law, and subject to the dollar limitations set forth in §.768.28, F.S. The parties understand that pursuant to § 768.28(19), F.S., no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by § 163.01(9), F.S. The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.
4. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and may not be amended, modified, or rescinded unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alters substantially the benefits or the Agreement for either of the parties or renders the statutory and regulatory obligations unable to be performed. All prior agreements between the parties hereto, addressing the matters set forth herein, are hereby terminated and superseded by this Agreement.
5. This Agreement shall be governed by the laws of the State of Florida.
6. Written notice shall be given to the parties at the following addresses, or such other place or person as each of the parties shall designate by similar notice:

As to Property Appraiser:
The Honorable Roger Suggs
Clay County Property Appraiser
P.O. Box 38
Green Cove Springs, FL32043

As to the Requesting Entity:
Cross Creek North Community
Development District
c/o Lesley Gallagher
2806 North Fifth Street, Suite 403
St. Augustine, FL 32084

IN WITNESS WHEREOF, the parties have hereunto set, their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

WITNESS

Tracy S. Drake
Signature

Tracy S. Drake
Printed Name

CLAY COUNTY PROPERTY APPRAISER

By: Roger A. Suggs
Hon. Roger A. Suggs

Date: 11/12/2019

WITNESS

Signature

Printed Name

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

By: _____
Signature

Printed Name

Date: _____

To: Property Appraisers, Tax Collectors, Clerks of the Court, Boards of County Commissioners, Taxing Authorities, and Interested Parties
From: Property Tax Oversight Program
Date: July 1, 2019
Bulletin: PTO 19-03

**FLORIDA DEPARTMENT OF REVENUE
PROPERTY TAX INFORMATIONAL BULLETIN**

Agency personnel information exemptions from inspection or copying of public records

The 2019 Legislature enacted [chapter 2019-12](#), Laws of Florida, (SB 248) effective July 1, 2019. Section 1 of the law amends section 119.071(4)(d), Florida Statutes, regarding agency personnel information that is exempt from public disclosure, to define the term “home addresses” for purposes of public records exemptions for personal identifying and location information of agency personnel and their family members.

The new law provides:

119.071 General exemptions from inspection or copying of public records.—

(4) AGENCY PERSONNEL INFORMATION.—

(d)1. For purposes of this paragraph, the term:

a. “Home addresses” means the dwelling location at which an individual resides and includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address.

Property appraisers and custodians of public records must redact that portion of the records where the exemption applies. Property appraisers indicate a record is exempt from public disclosure by placing a confidentiality code in their CAMA systems and on the tax roll, as s. 193.114(2)(u), F.S., requires.

For more information, please see [PTO Bulletin 07-17](#) on the Department’s Revenue Law Library, which also addresses amendments to s. 119.071(4), F.S.

The Department of Revenue has provided this bulletin for your general information. Please distribute to your staff who may be affected by the changes in the law. If you have questions about its contents, please send them to DORPTO@floridarevenue.com.

CHAPTER 2019-12

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 248

An act relating to public records; amending s. 119.071, F.S.; expanding exemptions from public records requirements for agency personnel information by defining the term “home addresses” for purposes of public records exemptions for personal identifying and location information of certain agency personnel and their family members; exempting personal identifying and location information of active or former civilian personnel employed by a law enforcement agency, and of spouses and children of such personnel, from public records requirements; authorizing certain persons to request the release of exempt information in a specified manner; requiring a custodial agency to release such information upon receipt of such a request; providing for retroactive application; providing for legislative review and repeal of the exemptions; providing statements of public necessity; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (d) of subsection (4) of section 119.071, Florida Statutes, is amended to read:

119.071 General exemptions from inspection or copying of public records.—

(4) AGENCY PERSONNEL INFORMATION.—

(d)1. For purposes of this paragraph, the term:

a. “Home addresses” means the dwelling location at which an individual resides and includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address.

b. “Telephone numbers” includes home telephone numbers, personal cellular telephone numbers, personal pager telephone numbers, and telephone numbers associated with personal communications devices.

2.a. The home addresses, telephone numbers, dates of birth, and photographs of active or former ~~sworn or civilian~~ law enforcement personnel or of active or former civilian personnel employed by a law enforcement agency, including correctional and correctional probation officers, personnel of the Department of Children and Families whose duties include the investigation of abuse, neglect, exploitation, fraud, theft, or other criminal activities, personnel of the Department of Health whose duties are to support the investigation of child abuse or neglect, and personnel of the

Department of Revenue or local governments whose responsibilities include revenue collection and enforcement or child support enforcement; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

b. The home addresses, telephone numbers, dates of birth, and photographs of current or former nonsworn investigative personnel of the Department of Financial Services whose duties include the investigation of fraud, theft, workers' compensation coverage requirements and compliance, other related criminal activities, or state regulatory requirement violations; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.~~

c. The home addresses, telephone numbers, dates of birth, and photographs of current or former nonsworn investigative personnel of the Office of Financial Regulation's Bureau of Financial Investigations whose duties include the investigation of fraud, theft, other related criminal activities, or state regulatory requirement violations; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

d. The home addresses, telephone numbers, dates of birth, and photographs of current or former firefighters certified in compliance with s. 633.408; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such firefighters; and the names and locations of schools and day care facilities attended by the children of such firefighters are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15, and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

e. The home addresses, dates of birth, and telephone numbers of current or former justices of the Supreme Court, district court of appeal judges, circuit court judges, and county court judges; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of current or former justices and judges; and the names and locations of schools and day care facilities attended by the children of current or former justices and judges are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

f. The home addresses, telephone numbers, dates of birth, and photographs of current or former state attorneys, assistant state attorneys, statewide prosecutors, or assistant statewide prosecutors; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of current or former state attorneys, assistant state attorneys, statewide prosecutors, or assistant statewide prosecutors; and the names and locations of schools and day care facilities attended by the children of current or former state attorneys, assistant state attorneys, statewide prosecutors, or assistant statewide prosecutors are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

g. The home addresses, dates of birth, and telephone numbers of general magistrates, special magistrates, judges of compensation claims, administrative law judges of the Division of Administrative Hearings, and child support enforcement hearing officers; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of general magistrates, special magistrates, judges of compensation claims, administrative law judges of the Division of Administrative Hearings, and child support enforcement hearing officers; and the names and locations of schools and day care facilities attended by the children of general magistrates, special magistrates, judges of compensation claims, administrative law judges of the Division of Administrative Hearings, and child support enforcement hearing officers are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

h. The home addresses, telephone numbers, dates of birth, and photographs of current or former human resource, labor relations, or employee relations directors, assistant directors, managers, or assistant managers of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

i. The home addresses, telephone numbers, dates of birth, and photographs of current or former code enforcement officers; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

j. The home addresses, telephone numbers, places of employment, dates of birth, and photographs of current or former guardians ad litem, as defined in s. 39.820; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such persons; and the names and locations of schools and day care facilities attended by the children of such persons are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

k. The home addresses, telephone numbers, dates of birth, and photographs of current or former juvenile probation officers, juvenile probation supervisors, detention superintendents, assistant detention superintendents, juvenile justice detention officers I and II, juvenile justice detention officer supervisors, juvenile justice residential officers, juvenile justice residential officer supervisors I and II, juvenile justice counselors, juvenile justice counselor supervisors, human services counselor administrators, senior human services counselor administrators, rehabilitation therapists, and social services counselors of the Department of Juvenile Justice; the names, home addresses, telephone numbers, dates of birth, and places of employment of spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

l. The home addresses, telephone numbers, dates of birth, and photographs of current or former public defenders, assistant public defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of current or former public defenders, assistant public defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel; and the names and locations of schools and day care facilities attended by the children of current or former public defenders, assistant public defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

m. The home addresses, telephone numbers, dates of birth, and photographs of current or former investigators or inspectors of the Department of Business and Professional Regulation; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and

children of such current or former investigators and inspectors; and the names and locations of schools and day care facilities attended by the children of such current or former investigators and inspectors are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

n. The home addresses, telephone numbers, and dates of birth of county tax collectors; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such tax collectors; and the names and locations of schools and day care facilities attended by the children of such tax collectors are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2022, unless reviewed and saved from repeal through reenactment by the Legislature.~~

o. The home addresses, telephone numbers, dates of birth, and photographs of current or former personnel of the Department of Health whose duties include, or result in, the determination or adjudication of eligibility for social security disability benefits, the investigation or prosecution of complaints filed against health care practitioners, or the inspection of health care practitioners or health care facilities licensed by the Department of Health; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2019, unless reviewed and saved from repeal through reenactment by the Legislature.~~

p. The home addresses, telephone numbers, dates of birth, and photographs of current or former impaired practitioner consultants who are retained by an agency or current or former employees of an impaired practitioner consultant whose duties result in a determination of a person's skill and safety to practice a licensed profession; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such consultants or their employees; and the names and locations of schools and day care facilities attended by the children of such consultants or employees are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2020, unless reviewed and saved from repeal through reenactment by the Legislature.~~

q. The home addresses, telephone numbers, dates of birth, and photographs of current or former emergency medical technicians or paramedics

certified under chapter 401; the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such emergency medical technicians or paramedics; and the names and locations of schools and day care facilities attended by the children of such emergency medical technicians or paramedics are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.~~

r. The home addresses, telephone numbers, dates of birth, and photographs of current or former personnel employed in an agency's office of inspector general or internal audit department whose duties include auditing or investigating waste, fraud, abuse, theft, exploitation, or other activities that could lead to criminal prosecution or administrative discipline; the names, home addresses, telephone numbers, dates of birth, and places of employment of spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.~~

s. The home addresses, telephone numbers, dates of birth, and photographs of current or former directors, managers, supervisors, nurses, and clinical employees of an addiction treatment facility; the home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. For purposes of this sub-subparagraph, the term "addiction treatment facility" means a county government, or agency thereof, that is licensed pursuant to s. 397.401 and provides substance abuse prevention, intervention, or clinical treatment, including any licensed service component described in s. 397.311(26). ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.~~

t. The home addresses, telephone numbers, dates of birth, and photographs of current or former directors, managers, supervisors, and clinical employees of a child advocacy center that meets the standards of s. 39.3035(1) and fulfills the screening requirement of s. 39.3035(2), and the members of a child protection team as described in s. 39.303 whose duties include supporting the investigation of child abuse or sexual abuse, child abandonment, child neglect, and child exploitation or to provide services as part of a multidisciplinary case review team; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel and members; and the names and

locations of schools and day care facilities attended by the children of such personnel and members are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. ~~This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.~~

3. An agency that is the custodian of the information specified in subparagraph 2. and that is not the employer of the officer, employee, justice, judge, or other person specified in subparagraph 2. shall maintain the exempt status of that information only if the officer, employee, justice, judge, other person, or employing agency of the designated employee submits a written request for maintenance of the exemption to the custodial agency.

4. An officer, an employee, a justice, a judge, or other person specified in subparagraph 2. may submit a written request for the release of his or her exempt information to the custodial agency. The written request must be notarized and must specify the information to be released and the party that is authorized to receive the information. Upon receipt of the written request, the custodial agency shall release the specified information to the party authorized to receive such information.

5. The exemptions in this paragraph apply to information held by an agency before, on, or after the effective date of the exemption.

6. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2024, unless reviewed and saved from repeal through reenactment by the Legislature.

Section 2. (1) The Legislature finds that it is a public necessity to define the term "home addresses" for purposes of the public records exemptions for agency personnel information under s. 119.071(4)(d), Florida Statutes. The public records exemptions for agency personnel information protect identifying and location information of numerous types of personnel, including, but not limited to, current or former law enforcement officers, investigative personnel, state attorneys and prosecutors, public defenders, guardians ad litem, Supreme Court justices, various judges, and the spouses and children of such personnel. The Legislature has previously recognized that such personnel and their family members are at a heightened risk of physical and emotional harm from disgruntled individuals who have contentious reactions to actions taken by such personnel, or whose business or professional practices have come under scrutiny of such personnel, and, as a result, has enacted various public records exemptions. While home addresses of such personnel and their family members are already exempt from s. 119.07(1), Florida Statutes, and s. 24(a), Article I of the State Constitution, the current exemptions do not provide protection for various forms of descriptive property information that may be used on its own, or in conjunction with other information, to reveal the home addresses that otherwise should be

protected from public disclosure. Therefore, the Legislature finds that it is a public necessity to specifically define the term “home addresses” so that the safety and privacy of various personnel and their family members are not compromised.

(2) The Legislature further finds that it is a public necessity that the home addresses, telephone numbers, dates of birth, and photographs of active or former civilian personnel employed by a law enforcement agency; the names, home addresses, telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel be exempt from public records requirements. Existing law already provides that the identifying and location information of active or former civilian law enforcement personnel and their spouses and children are exempt from public records requirements. The amendment made by this act further specifies that any active or former civilian personnel employed by a law enforcement agency and their spouses and children are entitled to the protections of the public records exemption. The civilian personnel of law enforcement agencies perform a variety of important duties that ensure public safety and welfare and encourage safe and secure communities. As a result of such duties, these civilian personnel often come into close contact with individuals who not only may be a threat to those personnel, but who might also seek to take revenge against them by harming their spouses and children. The Legislature finds that modifying the public records exemption to apply to all active or former civilian personnel employed by a law enforcement agency and their spouses and children will serve the public interest by further ensuring the safety of such personnel.

Section 3. This act shall take effect July 1, 2019.

Approved by the Governor April 26, 2019.

Filed in Office Secretary of State April 26, 2019.

*Consideration of
Proposals for Amenity Management
Services
(Under Separate Cover)*

CROSS CREEK NORTH CDD
REQUEST FOR PROPOSAL FOR AMENITY MANAGEMENT SERVICES

The Cross Creek North Community Development District (“The District”) is seeking proposals for Amenity/Property Management and Maintenance of District facilities within the Cross Creek North Community. The Cross Creek North Community is located off Sandridge Road in Green Cove Springs, Florida. Cross Creek North is a new DR Horton residential community encompassing approximately 970 acres and the planned unit development allows for an estimated 998 single-family homes with associated common areas and amenities which is anticipated to be completed in two phases. The first phase is expected to consist of approximately 421 single family homes, the primary amenity facility and recreational areas. The second phase may include the balance of the residential homes and additional recreational areas. The current request for proposals should be based on the first phase only. The amenity center and pool are currently under construction with a substantial completion date of March 2020. Included in this request for proposals is Exhibit A “Scope of Service”. Proposals are to be emailed to Lesley Gallagher at Lgallagher@rizzetta.com no later than noon on February 7th, 2020. The District anticipates an award of contract on February 11, 2020 and commencement of services shortly thereafter. Please contact Lesley Gallagher to coordinate access to the facilities at Lgallagher@rizzetta.com . Questions or clarifications may also be directed to Lesley Gallagher via email. All questions and clarifications should be received no later than January 27, 2020.

Exhibit "A"
Cross Creek North
CDD Scope

The Amenity/Property Manager will have general over site of District owned improvements within the Cross Creek North CDD project which include a recreational complex and recreational areas. These areas are expected to include an amenity center with pool and fitness room, courts, playground and athletic/multipurpose field. The Amenity Manager will manage and monitor outsourced District vendors and service providers including but not limited to, security and alarm systems, building pest control, fitness equipment maintenance, building maintenance (outside of the customary services provided by the Amenity/Property Manager), warranty issues and any other services deemed necessary by the District Board. The Amenity/Property Manager will provide all necessary staff to provide services which are directly provided. Staffing shall include but not limited to all hiring, training, compensation/tax burden, and insurance. Staff shall be fully trained and have an understanding of the District's policies. The Amenity/Property Manager is responsible for providing supplies and equipment required for pool maintenance (pool chemicals will be invoiced separately, please include any additional purchase fees that would be charged in order to facilitate the purchase of such chemicals) janitorial services and facility maintenance. The Amenity/Property Manager will prepare a report to be presented to the District Board of Supervisors ("Board") during regularly scheduled District meetings. The Amenity/Property Manager will report directly to the District Manager regarding all operational matters. The Amenity/Property Manager will be point of contact for resident concerns and will respond in a timely and professional manner to all inquiries which would also include access card issuance, database maintenance and any amenity room/pavilion rental reservation requests. The Amenity/Property Manager is responsible for the duties listed within this scope of services. A general outline for each of the service components is provided below.

On-Site Amenity Management: The Amenity/Property Manager will provide on-site staffing. Duties for the On-Site Staff will include but are not limited to the following:

Interaction and coordinate with other entities such as District management, landscape maintenance, pond maintenance and other District approved service providers as necessary. Assist in negotiating, purchasing and bidding of contracted services as well as assisting District Management with the annual operation and maintenance budget process.

Monitor the use and condition of the facilities to ensure that District policies are enforced to provide for safe operations of the facility.

The Amenity /Property Manager will be responsible for identifying and resolving operational issues on behalf of the District and/or its residents. The Amenity/Property Manager will provide a monthly report if requested.

The Amenity/Property Manager will provide facility staff scheduled to be on-site three days per week including two days on the weekend for a total of 18 hours weekly. On site hours will be structured such that the facility staff are available for resident's events or high-volume traffic times of the day and resident's accessibility. Schedule may include holiday presence. To also include amenity reservation requests, the issuance and tracking of amenity access cards and maintain database in doing so.

Maintenance: The Amenity/Property Manager will provide staffing, equipment and supplies to ensure a clean and safe environment for the District residents enjoyment. Services include but are not limited to the following:

Swimming Pool Maintenance -

Provide all necessary services to maintain pool facilities as required by Chapter 64E-9.004(13), FAC.

Conduct all necessary test for property pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(d). Operate filtration and recirculation systems, clean all strainers.

Maintain proper pool level, filtration rates. Manually skim, brush and vacuum pools as necessary. Inspect and document all systems are maintained in proper working condition weekly.

Maintenance shall be performed at least 3 days per week. Pool equipment area is to be kept in good order at all times. Provide pool maintenance log.

Janitorial Maintenance –

Provide all necessary services to maintain the facility’s indoor and exterior space including pool deck.

Maintain exceptional level of general appearance at all times by vacuuming, dusting, mopping tile areas, cleaning windows (including window ledges and blinds) clean/dust interior and exterior fans, clean and restock restrooms (toilets and bases of toilets, counters and mirrors).

Remove all trash from buildings, pool deck, playground and associated areas.

Empty all trash cans daily. Clean fitness equipment and playground equipment weekly.

Facility Maintenance Amenity Building-

Inspect and document fitness equipment condition weekly and report repairs as needed.

Monitor condition of all doors, fencing, and gates, touch up paint, control cobwebs and prevent other debris from accumulating on walls, replace inside/outside lights and AC filters.

Inspect and document lighting, security cameras and access controls are functioning properly on a weekly basis.

Blow off entire deck area regularly, pressure wash periodically, control algae around pool deck. Check fence for repairs periodically. Check operations for lighting, access control, security cameras, and ADA lift weekly.

Inspect and document condition of playground equipment weekly. Report any repairs necessary to the District Manager immediately close playground if necessary.

Inspect and document the condition of courts, fencing and windscreens weekly. Maintain as needed. Clean off debris and empty trash minimum of three times weekly.

Blow off debris, pick up trash and debris in parking lot as needed. Inspect and document parking lot lighting is operational weekly.

Assess and advise District management of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to “normal wear and tear”, acts of God or vandalism, and secure cost estimates for the same.

Assess and advise the District concerning the performance of other maintenance contractors including but not limited to landscape and pond maintenance contractors, when appropriate.

Entry Fountain Maintenance: To include weekly fountain maintenance for the entry water feature including labor for cleaning and chemical balance. Chemicals will be invoiced separately by the Amenity/Property Manager, please include any additional purchase fees that would be charged in order to facilitate the purchase of such chemicals.

Other –

Uniforms – Staff must wear company uniforms or name tags as appropriate.

Capital Expenditures- Property Manager will obtain a minimum of three (3) competitive bids (if possible) on any recommended capital improvements and major repair or maintenance.

MSDS sheets are to be maintained and made available on site by the Amenity/Property Manager.

Building, pool, entry and common area maintenance issues are to be addressed within forty-eight (48) hours of report unless life safety is involved in which case reported outages or maintenance issues are to be address within 3 hours of report or sooner as required.

The Amenity/Property Manager is responsible for developing and executing a hurricane/tropical storm emergency action plan for the property including but not limited to e-blast to the community residence which will include updates on location of storm, contact numbers for Clay County emergency response and a written plan for securing District owned improvements including phone numbers of Amenity response staff. The emergency action plan is to be submitted to the District for review and approval within fourteen (14) days of execution of the Agreement. In addition, the Amenity/Property Manager will be responsible for securing the District owned improvement (buildings/parks/entry) for pending storm following the preapproved emergency action plan and will engage employees and contractors to address damage and clean up at the direction of the District. A written report to the District Manager will be provided within twenty-four (24) hours of storm event describing any damage incurred.

Insurance requirements – the following are minimum coverage requirements.

I. Workers’ Compensation Insurance in accordance with the laws of the State of Florida.

II. Commercial General Liability Insurance with limits of \$1,000,000 (one million dollars) applicable to bodily injury, sickness, or death in any one occurrence and \$1,000,000 (one million dollars) for loss or damage to property in any one occurrence.

III. Employer’s Liability Coverage with limits of \$250,000 (two hundred fifty thousand dollars).

IV. Professional Liability Insurance with limits of \$1,000,000 (one million dollars).

If the Proposer desires to provide an alternate approach to operating and maintaining the District’s facilities as is outlined in this Scope of Services, the Proposer is strongly encouraged to submit a proposal responsive to the structure outlined, with addendum to include optional approaches, staffing, services and proposed costs. The Board may consider these options at the time of or subsequent to contracting the work.

**Public Hearing on
Adopting Rules of Procedure**

Tab 4

RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

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

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

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

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

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

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

PASSED AND ADOPTED this 11th day of February, 2020.

ATTEST:

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

**RULES OF PROCEDURE
CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____, 20__

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

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

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

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

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

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

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

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

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

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

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

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

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

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;

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

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

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

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
 - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

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

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if **the proposals are too high**, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

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

(1) Filing.

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

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

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

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

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

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

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

Rule 4.0 Effective Date.

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

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

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

Public Hearing on Adopting Policies and Rates

Tab 5

RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY RATES AND SUSPENSION AND TERMINATION POLICIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Cross Creek North Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Clay 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

WHEREAS, the Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the Amenity Rates and Suspension and Termination Policies (together, “Amenity Rules”), attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board further finds that the imposition of fees for utilization of the recreation facilities and related services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interests of the District; and

WHEREAS, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

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

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

SECTION 1. The attached Amenity Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amenity Rules shall stay in full force and effect until such time as they are otherwise amended by the Board.

SECTION 2. The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

SECTION 3. Fees for use of the District’s recreation facilities and services are adopted in accordance with **Exhibit A** for the purpose of providing revenues to maintain the operation and maintenance of the facilities, and are hereby ratified, approved and confirmed.

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 11th day of February, 2020.

ATTEST:

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Chairperson

Exhibit A: Amenity Rules

EXHIBIT A

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Violations.** The privileges of a Patron to use the Amenity Facility may be suspended or terminated if the Patron engages in any of the following behavior:
 - a) Submits false information on any application for use of the Amenity Facility;
 - b) Permits the unauthorized use of an amenity pass;
 - c) Exhibits unsatisfactory behavior, deportment or appearance;
 - d) Fails to pay fees owed to the District in a proper and timely manner;
 - e) Fails to abide by any policies or rules established for the use of the Amenity Facility;
 - f) Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner;
 - g) Damages or destroys District property; or
 - h) Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.

2. **Reporting of Violations.** For all offenses outlined in Section 1 above, the District Manager, or Facility Manager, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or Facility Manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or Facility Manager, as the case may be.

3. **Suspension by the District Manager or Facility Manager / Appeal of Suspension.** The District Manager, or the Facility Manager, may at any time suspend a Patron's privileges to use the Amenity Facility for committing any of the violations outlined in Section 1. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or Facility Manager, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 3 may appeal the suspension to the Board by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 1. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

4. **Suspension or Termination by the Board.** The District Manager, or the Facility Manager, may recommend to the Board, or the Board on its own initiative may elect to

consider, a suspension or termination of a Patron’s privileges for committing any of the violations outlined in Section 1. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron’s last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron’s behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 1, including suspension or permanent termination of a Patron’s privileges to use the Amenity Facilities. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

5. **Trespass.** If a Patron subject to a suspension or termination is found on the Amenity Facilities premises, such Patron will be subject to arrest for trespassing.

RATES AND FEES

Non-Resident Annual User Fee	\$4,000.00
Access Card Replacement Fee	\$25.00
Amenity Room Rental Fee (Up to 30 Guests)	\$250.00
Pavilion Area Rental Fee (Up to 25 Guests)	\$250.00
Security Deposit for Amenity Room or Pavilion Rental	\$250.00

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Rules, Policies and Fees
For the Amenity Facilities
Adopted _____, 2020

Cross Creek North
Amenity Center
2895 Big Oak Drive,
Green Cove Springs,
Florida 32043

DEFINITIONS

"Access Card" – shall mean the identification card issued to Patrons.

"Amenity Facilities" or "Amenity" - shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity center, together with their appurtenant facilities and areas.

"Amenity Facilities Policies" or "Policies" - shall mean these Amenity Facilities Policies of Cross Creek North Community Development District, as amended from time to time.

"Amenity Manager" - shall mean the District Manager or that person or firm so designated by the District's Board of Supervisors.

"Annual User Fee" - shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

"Board of Supervisors" or "Board" - shall mean the Cross Creek North Community Development District's Board of Supervisors.

"Guest" - shall mean any person or persons who are invited by a Patron to participate in the use of the Amenity Facilities.

"District" - shall mean the Cross Creek North Community Development District.

"District Manager" - shall mean the professional management company with which the District has contracted to provide management services to the District.

"Non-Resident User" - shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

"Patron" or "Patrons" - shall mean Residents, Non-Resident Users, and Renters/Leaseholders who are eighteen (18) years of age and older.

"Property Owner" - shall mean that person or persons having fee simple ownership of land within the Cross Creek North Community Development District.

"Renter" - shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

CROSS CREEK NORTH ANNUAL USER FEE

The Annual User Fee for any Non Resident is identified in **Exhibit A** attached hereto. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full

year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by Non Residents. Such fee may be increased, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed ten percent (10%) per year. The use of the Amenity Facility is not available for commercial purposes.

ACCESS CARDS

- (1) Patrons and Guests can use their Access Cards to gain access to the Amenities. Upon arrival at the clubhouse or other amenity facility, Patrons and Guests will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron or Guest provide an Access Card to another person to allow him or her to use the Amenities.
- (2) Each Patron family will receive two Access Cards per household upon registration with the District.
- (3) Access Cards are the property of the District and are non-transferable except in accordance with the District's rules and policies.
- (4) All lost or stolen cards need to be reported immediately to the District. There charge to replace lost or stolen cards is identified in **Exhibit A** attached hereto. Patron will be financially responsible for damages resulting from unreported loss or theft of the access card.

GUESTS

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Polices as set forth by the District could result in loss of that Patron' s privileges and membership.
- (2) No more than five (5) persons per lot (not per Patron) are permitted as Guests to the Amenities at one time unless the Patron has reserved a room at the Amenity and has paid the required usage fee. In the event the Patron has rented a room at the Amenity, the number of Guests shall be limited by the room or pavilion policies.

RENTER'S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners Amenity Facilities privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non Resident user application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Resident' s membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.

- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the behavior of their respective Renter.
- (5) If such individuals reside with the Property Owner, the Property Owner shall be required to add, to the Amenity Center Registration Form, the names of all individuals who reside in the Property Owner's home, whether as a result of a rental agreement, lease, or any other agreement, and the Property Owner shall be held financially responsible for any and all damage to District property caused by any of the individuals who reside in the Property Owner's home. Such individuals will not be issued additional Facility Access Cards.
- (6) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

GENERAL FACILITY PROVISIONS

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.
- (2) Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities.
- (3) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- (4) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (5) The Board of Supervisors (as an entity), Amenity Manager and/or the District Manager shall have full authority to enforce these policies.
- (6) Smoking is not permitted at any of the Cross Creek North Amenity Facilities or lands.

- (7) Glass and other breakable items are not permitted at any Amenity Facility.
- (8) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (9) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (10) The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.
- (11) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Amenity Center, athletic fields, playground area, and sidewalks surrounding these areas.
- (12) Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
- (13) Unless permitted otherwise per these policies; alcoholic beverages are not permitted at any District owned facility or property at any time.
- (14) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager.
- (15) The Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (16) Firearms or any other weapons are not permitted in any of the Amenity Facilities.
- (17) The District Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities , except usage and rental fees that have been established by the Board.
- (18) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (19) All Patrons and Guest shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (20) Portable grills of all kinds are prohibited at the Amenity Facilities.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron and each Guest, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities, whether in lockers or elsewhere.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).
- (3) Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District or its contractors, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

AMENITY FACILITY OPERATIONS

Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to

the office of the District Manager (phone number 904-436-6270).

Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Additional staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

GENERAL SWIMMING POOL RULES
NO LIFEGUARD ON DUTY -SWIM AT YOUR OWN RISK

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (4) Any music playing device and/or televisions are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (6) Showers are required before entering the pool.
- (7) Alcohol and glass containers are prohibited.
- (8) Food is prohibited on the pool deck area.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) The Amenity Manager is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
- (11) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (12) Pets (except Seeing Eye dogs) , bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (13) The District Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage , etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (15) Proper swim attire, swim suits or board shorts, shirts that are made of dry fit material must be worn in the pool. No street clothes, cut offs or gym shorts are permitted in the pool at any time.
- (16) No chewing gum is permitted in the pool or on the pool deck area.
- (17) For the comfort of others, the changing of diapers or clothes is not allowed poolside.

- (18) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (19) Radio controlled water craft are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences, or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.
- (23) Loud, profane, or abusive language is absolutely prohibited.
- (24) No physical or verbal abuse will be tolerated.
- (25) Tobacco products are not allowed in the pool area.
- (26) Illegal drugs are not permitted.
- (27) The District is not responsible for lost or stolen items.
- (28) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (29) The Amenity Center pool and covered lanai area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board.
- (30) Food, beverages, glass containers, and animals are prohibited in the pool.
- (31) Individuals with a disability and service animal trainers may be accompanied by a service animal, as defined in Chapter 413.08, F.S., but the service animal is not allowed to enter the pool water or onto the drained area of an interactive water feature (IWF) in order to prevent a direct threat to the health of pool patrons.

SWIMMING POOL: FECES POLICY

- (1) If contamination occurs, the pool will be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

FITNESS TRAINING ROOM POLICIES

Eligible Users: Patrons and Guests sixteen (16) years of age and older are permitted to use the District fitness training room during designated operating hours. No children under the age of sixteen (16) are allowed in the District fitness training room at any time.

Food and Beverage: Food (including chewing gum) is not permitted within the District fitness training room. Beverages, however, are permitted in the District fitness training room if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the fitness training room.

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness training room. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness training room per approval of the District Manager.

- (4) Hand chalk is not permitted to be used in the District fitness training room.
- (5) Any music playing device are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the District fitness training room or on the fitness equipment.
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.
- (11) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

GENERAL PURPOSE ATHLETIC FIELDS

These fields are open to all Patrons for use from dawn to dusk, seven (7) days a week. These fields are not to be used for events other than athletic events, Board approved reservations, or District sponsored events. Should you have any questions regarding this policy please contact the District Manager.

DISTRICT PLAYGROUND/TOT LOT POLICIES

- (1) Children under the age of ten (10) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) The use of profanity or disruptive behavior is absolutely prohibited.
- (5) Patrons and Guests who use the playground do so at their own risk.
- (6) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

PICKLE BALL COURT

All Patrons and guests using the Pickle Ball Court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Cross Creek North Community Development District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Pickle Ball Court equipment may result in the suspension or termination of Pickle Ball Court privileges. Guests may use the Pickle Ball Court if accompanied by an adult Patron.

Please note that the Pickle Ball Court is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Pickle Ball Court are encouraged to consult with a physician prior to using the facility.

Policies:

- (1) Proper pickle ball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Persons using the pickle ball court must supply their own equipment (rackets, balls, etc.).
- (3) The pickle ball court is for the play of tennis only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
- (4) Beverages are permitted at the pickle ball court if contained **in** non-breakable containers with screw top or sealed lids. No glass containers are permitted on the pickle ball courts. Alcoholic beverages are not permitted on courts.
- (5) No chairs other than those provided by the District are permitted on the pickle ball courts.
- (6) Lights at the pickle ball must be turned off after use.

VOLLEYBALL COURT

All Patrons and guests using the Volleyball Court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Cross Creek North Community Development District governing the amenity facilities.

Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. Guests may use the Volleyball Court if accompanied by an adult Patron.

Please note that the Volleyball Court is an unattended facility and persons using the facility do so at their own risk. Persons interested in using this facility are encouraged to consult with a physician prior to using the facility.

- (1) *Hours:* The Volleyball Court is available for use by Patrons during normal operating hours which are posted. These facilities may not be rented.
- (2) *Emergencies:* All emergencies and injuries must be reported to the Amenity Manager as well as the District Manager at 904-436-6270.
- (3) *Proper Attire:* Proper attire is required at all times while on the courts.
- (4) *General Policies:*
 - Proper volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - Persons using the facility must supply their own equipment.
 - The Volleyball Court is for the play of volleyball only. Pets, bikes, skates, skateboards, and scooters are prohibited from use at the facility.
 - Beverages are permitted at the Volleyball Court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the tennis courts. Alcoholic beverages are not permitted on volleyball courts.
 - No chairs other than those provided by the District are permitted on or surrounding the volleyball court.
 - Lights at the volleyball facility must be turned off after use.
 - Children under the age of ten (10) are not allowed to use the Facility unless accompanied by an adult Patron.

AMENITY ROOM AND PAVILION AT THE AMENITY CENTER: RENTAL POLICIES

Residents and Non-Resident Users may reserve the Amenity Room or Pavilion through the Amenity Manager's office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. Patrons may not reserve the Amenity Room or Pavilion more than four (4) times in any twelve (12) month period. The maximum number of persons attending any event shall not exceed thirty (30) persons for the Amenity Room and twenty five (25) persons for the Pavilion. Reservations of the Amenity Room and Pavilion are on a first come, first serve basis and is subject to approval by the Amenity Manager. Upon application for use of the Amenity Room or Pavilion, the Amenity Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Amenity Room or Pavilion will be required to pay the costs associated with the attendant. The Amenity Room and Pavilion will not be available for rental on the following days:

January 1 st	Thanksgiving Day
Easter Sunday	December 24 th
Memorial Day	December 25 th
July 4 th	December 31 st
Labor Day	

The Amenity Room and Pavilion are not available for rentals during Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday with the exception of Martin Luther King Day, Washington ' s Birthday, Columbus Day and Veterans Day.

The Cross Creek North pool and pool area, including the surrounding decks and furniture, is not available for reservation and shall remain open to all Patrons and their guests during normal operating hours.

A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility. In the event the Patron wishes to cancel the reservation once the reservation has been approved and confirmed by the Amenity Manger, such cancellation must occur at least one (1) week prior to the date of reservation. Any cancellation within one (1) week of the date of such reservation will forfeit its refundable deposit.

A cleanup fee in the amount established by District rule is required for all functions. The Amenity Manager should be contacted to make proper arrangements regarding the reservation of the Room or Pavilion and to obtain the amounts of the deposit and cleanup fee.

No open burning or campfires are allowed at the Amenities.

Below are the policies and guidelines set forth and agreed upon by the Board and District Manager regarding events in the Amenity Room and Pavilion:

Policies

- (1) Applicant must be a Patron who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (2) All applicants will be required to fill out and sign the District Facility Use Application Agreement per the District Manager's office.
- (3) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager prior to the event.
- (4) Patrons are not allowed to bring or use grills or smokers at the Cross Creek North Amenity Center.

Schedule of Fees/Deposits

- (1) A non-refundable room rental fee for the Amenity Room will be charged as is identified in **Exhibit A** attached hereto. A final guarantee (number) of Guests is to be conveyed to the Amenity Manager no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Cross Creek North Community Development District" and submitted to the Amenity Manager's Office.
- (2) A non-refundable room rental fee for the Pavilion Area will be charged as is identified in **Exhibit A** attached hereto. A final guarantee (number) of Guests is to be conveyed to the Amenity Manager no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Cross Creek North Community Development District" and submitted to the Amenity Manager's Office.
 1. Parties held in the Pavilion Area are allowed to utilize the pool during the scheduled time for the event. No wet clothing or towels are allowed in the amenity rental room.
- (3) A refundable security deposit of \$250.00 shall be charged to the persons making the reservation and shall be submitted to the Amenity Manager's Office in the form of a separate check (which shall be made payable to the "Cross Creek North Community Development District"). To receive a full refund of the deposit, the following must be completed:
 1. Ensure that all garbage is removed and placed in the dumpster.
 2. Remove all displays, favors or remnants of the event. (No adhesives permitted on walls or windows)
 3. Wipe off and restore the furniture and other items to their original position.
 4. Wipe off counters, table tops and sink area.
 5. Ensure that no damage has occurred to the Amenity Room and its surrounding property and facilities if used by Patron and their guests.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The District Manager shall determine the amount of deposit to be returned, if any.

Indemnification

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its officers, agents, contractors and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

FISHING AND LAKE POLICY

Patrons and Guests thirteen (13) years of age and older may fish in the lakes/retention ponds within the District. No children under the age of thirteen (13) are allowed on the pond banks within the District at any time, unless accompanied by an adult. Patrons and Guests fishing in these bodies of water shall remove and properly dispose of all garbage, fishing line, hooks and all other materials/supplies. The District requests that everyone respect your fellow neighbor/property owner and access the lakes/retention ponds through the proper access points. No watercraft except authorized maintenance vehicles are allowed in the lake/retention ponds. Any violation of this policy will be reported to the local authorities.

The District has a catch and release policy for all fish and any other aquatic wildlife caught in the lakes/retention ponds, requiring that any fish or other aquatic wildlife caught immediately be returned to the District's lake/retention ponds from where it was caught. The purpose of the lakes/retention ponds is to help facilitate the District's natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

Swimming is prohibited in all of the lakes/retention ponds. Please use the pool at the Amenity Center for swimming activities.

PETS

Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities. Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) must be kept on a leash at all times on property that is owned by the District other than the Amenity Facilities, including, but not limited to the stormwater pond banks.

RULES: SUSPENSION AND TERMINATION OF PRIVILEGES

Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:

Notwithstanding anything contained herein, the Amenity Manager may, at any time, restrict or suspend any Patron's or Guest's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the Amenity Facilities from damage. Such restriction or suspension shall be for a maximum

period of thirty (30) days or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction and suspension shall be documented by the District Manager. The Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

Relating to District Policies and Fees for All Amenity Facilities:

A Patron's or Guest's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron or Guest may also be required to pay restitution for any property damage, if a he or she:

- (1) Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
- (2) Submits false information on facility applications.
- (3) Permits unauthorized use of an Access Card.
- (4) Exhibits unsatisfactory behavior, deportment or appearance.
- (5) Treats the personnel or employees of the District in an unreasonable or abusive manner.
- (6) Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District.
- (7) Damages or destroys District property.

District Suspension and Termination Process:

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges:

- A. First Offense - Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file at the District Manager's Office.
- B. Second Offense - Automatic suspension of all Amenity Facilities privileges for one (1) week; a written report will be created, signed by the Patron/ Guest and kept on file at the District Manager's Office.
- C. Third Offense - Automatic suspension from all Amenity Facilities for up to thirty (30) days or until the date of the next Board of Supervisors Meeting whichever occurs first. At this time a complete record of all previous documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's/Guests privileges for up to one (1) calendar year from the Board's approval of termination of privileges.

Furthermore, any incidence where law enforcement is required to intervene will result in automatic suspension from all Amenity Facilities for up to thirty (30) days.

Patrons whose privileges have been suspended or revoked may have the determination reviewed by the District's Board of Supervisors pursuant to the District's Rules of Procedure. Any request for a hearing by the District's Board of Supervisors shall act to hold any such suspension being appealed in abeyance.

The above policies were amended and adopted by the ~~Board of Supervisors~~ for the Cross Creek North Community Development District on this 11th day of February 2020.

Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

EXHIBIT A
AMENITY FEES

Non-Resident Annual User Fee	\$4,000.00
Access Card Replacement Fee	\$25.00
Amenity Room Rental Fee (Up to 30 Guests)	\$150.00
Pavilion Area Rental Fee (Up to 25 Guests)	\$150.00
Security Deposit for Amenity Room or Pavilion Rental	\$250.00

DRAFT

**Audience Comments
And
Supervisor Requests**

ADJOURNMENT