

**MARSHALL CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**JANUARY 17, 2024
AGENDA PACKAGE**

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



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

Marshall Creek Community Development District

Board of Supervisors

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

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

Regular Meeting Agenda

Wednesday, January 17, 2024 – 4:00 p.m.

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

1. **Roll Call**
2. **Audience Comments**

The Audience Comment portion of the agenda is where individuals who are present may make remarks on matters that concern the District. Each individual is limited to three (3) minutes for such remarks. The Board of Supervisors or Staff are not obligated to provide an immediate response as some issues require research, discussion and deliberation. If the comment concerns a maintenance related item, it will need to be addressed with the General Manager outside of the context of the meeting.

3. **Approval of the Minutes of the November 15, 2023 Meeting**
 - A. Discussion of Open Items
4. **Engineer’s Report**
 - A. Proposal for Evaluation of District Roadways
 - B. Boardwalk Repair Schedule
5. **General Manager’s Operations Report**
 - A. Traffic Reports & SJCSO Roving Patrol Violation Log
 - B. Club Operation System Analysis - EZ Facility Recommendation
 - C. Palencia Online Website Agreement
 - D. Lifestyles Survey Data
 - E. Ratification of Agreement with St. Johns Middle School Athletic Association Regarding Use of the District’s Tennis Facilities
6. **District Manager’s Report**
 - A. Acceptance of the December 2023 Financial Statements and Approval of the November & December 2023 Check Register and Invoices
 - B. Motion to Assign Fund Balance FY 2023
 - C. Consideration of US Bank Amortization Recalculation Agreement
 - D. Consideration of Audit Engagement for FY 2023 with Berger, Toombs, Elam, Gaines and Frank

District Office

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

Meeting Location:

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

7. **Attorney's Report**
 - A. Discussion of Ethics Training 2024
8. **Security Session**
 - A. Private Security Session (as required by Sections 119.071(3)(a) and 281.301, *Florida Statutes*)
 - B. Public Security Discussion and Action
9. **Supervisors' Requests**
 - A. Consideration of Allocating Funds to Reserve Accounts (Mr. Luciano)
 - B. Discussion of Tennis Center Parking (Ms. Moss)
10. **Adjournment**

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

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

Third Order of Business

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

The regular meeting of the Board of Supervisors of the Marshall Creek Community Development District was held on Wednesday, November 15, 2023 at 4:00 p.m. at Marshall Creek Amenity Center, 625 Palencia Club Drive, St. Augustine, Florida.

Present and constituting a quorum were:

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

Also present were:

Janice Eggleton Davis	District Manager
Michael Eckert	District Counsel
Ryan Stilwell	District Engineer
Jodi Moore	General Manager
Denise Powers	Assistant General Manager
Jay King	Vesta
Members of the Public	

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

FIRST ORDER OF BUSINESS

Roll Call

- Mr. Luciano called the meeting to order, and the Board and Staff identified themselves for the record.

SECOND ORDER OF BUSINESS

Audience Comments

- Mr. Luciano addressed audience comments noting the Board does not always respond at this time.
- Ms. Genevieve Morgon thanked the Board for taking care of the pond behind her home noting prior discussion was possibly addressing the other ponds once Vesta was in place. Additionally, she noted she and other residents attended the SCCDD workshop regarding new park(s).
 - Discussion ensued on the connector/access road on Vale. Mr. Luciano noted he will speak with the SCCDD Chair on what the plans are.

- Ms. Laurelle Zamparelli addressed the SCCDD pickleball grand opening at 4:00 p.m. today.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the
October 18, 2023 Meeting**

On MOTION by Dr. Entman seconded by Ms. Moss, with all in favor, the minutes of the October 18, 2023 regular meeting were approved as presented.

A. Discussion of Open Items

- Dr. Entman inquired about the Hines request regarding maintenance of the frontage. Discussion ensued; no action taken.

FOURTH ORDER OF BUSINESS

Engineer’s Report

A. Proposal for Assessment of District Roadways

- Mr. Stilwell reported they updated the proposal per Board direction last month and based on conversation he does think they will want to move forward with it.
 - Discussion ensued on what the report would include with it being noted it would look at all the roadways in yellow, maps explaining where they are placing curbs, where they are just removing asphalt, if there is a low spot in the asphalt, and also look at amending the base.
 - Discussion ensued on whether the assessment would be out of date next year should they go out to bid for roadway work. Mr. Stilwell noted they would want to verify with a ride through on whether the conditions are the same or changed, so it would be more of an update in a year or two.
- Discussion ensued on the Reserve Study, street trees affecting roadways, the need for an arborist, sidewalks and the replacement of removed trees.
 - Mr. Stilwell noted it would benefit the roadway study to know what the Board’s direction is with trees that are causing damage to sidewalks and roads, and what the decision is going to be moving forward throughout the community on how those are addressed when the roads are repaved.
 - Discussion ensued on the mitigation of sidewalk hazards with Mr. Eckert addressing having a regular inspection and repair program.

- Mr. Luciano addressed sidewalks with regard to CDD responsibility for sidewalks in front of homes. Mr. Eckert noted if the sidewalk is on property owned by the CDD the answer is yes, but does the HOA Declaration also put some responsibility on the homeowner? Usually, it does.
- Discussion ensued on evaluating trees damaging roadways and sidewalks.

On MOTION by Dr. Entman seconded by Ms. Perna, with all in favor, authorizing the District Engineer to evaluate trees on the yellow roads and any other known issues was approved.

- Mr. Stevens inquired if they have the in-house resources to deal with the sidewalk repair with the scope they are discussing. Ms. Moore noted they do not.

B. Palencia Village Drive Intersection

- Mr. Stilwell reported they had a conversation with the St. Johns County Engineering Department, and they are fine with the CDD replacing and repairing the inlet but want a plan submitted. A plan has been submitted last week for a non-DRC review. Additional striping was added at the intersection and adding reflectors on the arrows coming in; this was all sent to the County in one plan. They will get it bid in the next month.

C. Acceptance of the 2023 Consulting Engineer’s Report

- Mr. Stilwell noted this is an annual report required by the Master Trust Indenture.

On MOTION by Dr. Entman seconded by Ms. Moss, with all in favor, the 2023 Consulting Engineer’s Report was accepted.

- Dr. Entman inquired about the Boardwalk. Mr. Stilwell noted they have a contract for the Chair to sign.

FIFTH ORDER OF BUSINESS

General Manager’s Operations Report

A. Traffic Reports & SJCSO Roving Patrol Violation Log

- Ms. Moore reported the Fall Festival took place Friday evening and thinks generally it was a success and they have taken away some good information from

that. She thanked Ms. Perna and Mr. Luciano for providing feedback and Dr. Entman for assisting with the tennis lights.

- Dr. Entman inquired on how many non-resident tennis memberships they have. It was noted around 40.
- Discussion ensued on accepting credit cards for non-resident memberships and the alarm system.
- Dr. Entman addressed the repair of eight sidewalk sections and inquired about the cost to do so.
 - Ms. Moore noted it was done in-house so whatever Shane spent on the materials. These were not full replacements.
- Dr. Entman inquired what LED bricks at the tennis courts are.
 - Ms. Moore noted it is the lights on the side posts.

B. Hines Request for Landscape Maintenance of County Land Adjacent to US 1

- Previously addressed.

C. Ratification of UPS Land Lease Agreement 2023/2024 Season

On MOTION by Dr. Entman seconded by Ms. Perna, with all in favor, the UPS Land Lease Agreement 2023/2024 Season was ratified.

D. Consideration of Optimization Summary Proposals

- Mr. King noted the Optimization was included in the agenda package.
- Dr. Entman outlined the purpose of the Optimization with personnel changes.
 - Mr. Luciano noted they do not know if they should be vending out things or if they should be hiring; they need to push on the side of which way is the most efficient.
- Ms. Moss noted she thinks it sounds good on paper and is not opposed to giving it a try, but she does have questions. ADP seems extremely comprehensive; did they look at anything cheaper.
 - Mr. King noting as they went through the research, they realized it takes a lot of time to research to make sure what they are seeing on paper scenario-

wise is what they would experience as the customer in terms of meeting the needs. The other thing they realized is Inframark is also looking to go to ADP and the CDD payroll is currently with ADP. He addressed finger pointing when there are multiple vendors noting there is a synergy to go across the board with ADP.

- Ms. Moss inquired how long they would be committed to a contract with ADP. Can they get out of the contract and what would the timeframe be.
- Mr. Eckert noted he has not seen the contract.
- Mr. King noted contracts are always very favorable to the CDD due to Mr. Eckert's work. He thinks they need to give ADP at least a year.
- Ms. Moss inquired if they considered a part-time payroll person.
 - Mr. King addressed the challenges of doing so.
- Ms. Moss addressed her concern of who is inputting the data for ADP.
 - Ms. Powers noted she would still be processing payroll. She addressed the benefits of utilizing ADP.
- Mr. Stevens addressed working with Vesta closely on the Optimization Plan noting he is supportive of the HR direction. He addressed bundling the lifeguards in this and had hoped it would be separate as it is a deviation from the business model. He noted he had recommended the higher end; more technical end being outsourced. For the vendor itself, they needed more due diligence as he was not comfortable just going to ADP. There are other vendors out there. It has caused him some pause that they have backed off of that and he has questions. There is another customer base, it not only Ms. Powers; the customer base for getting the HR is Mr. Salmon, Mr. Mahn and Mr. Smeland.
 - Mr. King addressed Mr. Stevens concern noting there is a dedicated HR generalist for the CDD. For the payroll it is a group of people. For CDD employee issues, they have a call center they can call for any issues that come up. Vesta feels like it is a good product and they have vetted it well and feel the level of support they are getting is what they need.

- Mr. Stevens requested a resume for the ADP HR person. He inquired if Mr. Salmon, Mr. Mahn and Mr. Smeland have met this person or given any input.
- Ms. Powers noted they will not tell them who the HR person will be until they decide to move forward with the contract. Who they spoke with was an example of an HR administrator and what they provide. There will also be a person assigned for workers' compensation and another for benefits.
- Discussion continued on ADP.

On MOTION by Dr. Entman seconded by Ms. Perna, with all in favor, shifting lifeguards to be Vesta employees was approved.

- Discussion ensued on the term for cancellation clause with Mr. Eckert noting all CDD contracts have 30 days but they can negotiate the best term they can.

On MOTION by Ms. Perna seconded by Dr. Entman, with all in favor, to utilize ADP for Payroll and HR services subject to District Counsel and Chair approval was approved.

- Mr. Eckert noted he will need to look at the Vesta Agreement to see what amendment is needed in the scope of services to bring back to the Board.
- Mr. Luciano addressed the IT closet noting it looks horrible. He would like everyone to think about how they can simplify the IT infrastructure especially software servers as opposed to having servers on premise. Secondly, he addressed speeding and how they can slow people down.
 - Discussion ensued on speeding and having the speed signs recalibrated. Ms. Perna suggested residents who see an area as problematic send an email to Ms. Moore. Further suggested was residents installing cameras to document speeders and raised crosswalk/speed tables.

SIXTH ORDER OF BUSINESS

District Manager's Report

- None.

SEVENTH ORDER OF BUSINESS

Attorney’s Report

- Dr. Entman inquired about what happens to remaining bond funds in the sinking fund.
 - Mr. Eckert noted the monies in the reserve account when the bonds are ready to be paid off and money in the sinking fund for whatever people have paid for that year, essentially for the last payment, they will not be paying as long on the bonds, or the last payment will be reduced.
 - Dr. Entman inquired if it is CDD money or resident money.
 - Mr. Eckert noted it is CDD money and goes to make the last bond payment. It may or may not be reduced and there is also a provision in the Indenture usually that says if there is money leftover it goes to the CDD and the CDD can use the money as it sees fit.
 - Dr. Entman addressed the current interest rate on the sinking fund and the funds it is generating.
 - Mr. Eckert noted he has not looked at the Indenture but there may be a provision in the Indenture that as the money accrues, is extra and not needed they may be doing bond redemptions along the way.

A. Ratification of Settlement of Campbell v. Marshall Creek CDD by Insurance Company

- Mr. Eckert reported there was a mediation in this case, and the case settled under the insurance limits, with the insurance company paying the full amount of the settlement.

On MOTION by Dr. Entman seconded by Ms. Perna, with all in favor, the settlement of Campbell v. Marshall Creek CDD by Insurance Company was ratified.

B. Discussion of County Requests for Regalo Road Improvement Project

- i. **Deed of Dedication – Right-of-Way**
- ii. **Temporary Construction Easement**
- iii. **Grant of Easement – Drainage**

- Mr. Eckert addressed the County planning for the paving of Regalo Road. The County needs from the District a deed for where Regalo Road hits Palencia Village

Drive as depicted in green on the first two pages, a permanent drainage easement over the pond located at the corner of Regalo Road and Palencia Village Drive, pages three and four and a temporary construction easement as depicted in orange on pages five and six. He has reviewed the documents before the Board and is comfortable with them and recommending approval.

On MOTION by Dr. Entman seconded by Ms. Moss, with all in favor, the County requests for Regalo Road improvement project were approved.

- Dr. Entman raised the question and discussion ensued on renaming Regalo Road.

**** FEMA Update**

- Mr. Eckert reported staff received today notification that the second FEMA appeal has been denied. He has not spoken with Mr. Ettore, but he thinks the options at this point are extremely limited. They would only be allowed to go to court, and he does not know what the burden of proof is there. He will speak with Mr. Ettore to find out if there is any viability to that avenue. Otherwise, this is final agency action, and there are no more appeals directly to FEMA available.

EIGHTH ORDER OF BUSINESS

Supervisors' Requests

A. Consideration of Allocating Funds to Reserve Account (Mr. Luciano)

- Mr. Luciano addressed putting money into Reserves. He noted in speaking with Ms. Davis, there is no change on how it can be invested, the only thing required is Board approval to spend it.

Mr. Luciano MOVED to allocate \$300,000 to Reserves.

- Discussion ensued on where the allocation would be made from with it being noted it would come from Unassigned Fund Balance.

Motion was withdrawn.

B. Discussion of a Program to Address Sidewalk Issues Caused by Street Trees (Mr. Luciano)

- Previously addressed.

NINTH ORDER OF BUSINESS

**Acceptance of the October 2023
Financial Statements and Approval of
October 2023 Check Register and
Invoices**

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

TENTH ORDER OF BUSINESS

Adjournment

There being no further business,

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

Janice Eggleton Davis
Secretary

Richard "Rich" Luciano
Chairman

Fourth Order of Business

4B

Fifth Order of Business



PALENCIASM
MARSHALL CREEK
COMMUNITY DEVELOPMENT DISTRICT

OPERATIONS REPORT

NOVEMBER 4, 2023 – JANUARY 5, 2024

PREPARED BY: JODI MOORE, GENERAL MANAGER

VESTA MANAGEMENT TEAM

Week Ending November 10th:

- Jodi Moore, Denise Powers, Jay King, and Jason Davidson met with Supervisor Stevens on Monday, November 6th for our Vesta transition meeting.
 - Topics discussed included MCCDD optimization and a proposal to the Board for increased services from the payroll vendor ADP.
 - It was agreed transition meetings would go to an as needed basis moving forward.
- Jodi Moore, Denise Powers, Jay King, and Jason Davidson met with Supervisor Luciano to review phase one of Vesta's optimization proposal on Monday, November 6th.
- Jodi Moore, Denise Powers, Jay King, and Jason Davidson met with Supervisor Perna via Teams to review phase one of Vesta's optimization proposal on Tuesday, November 7th.
- Denise Powers had a conference call with ADP's reporting department on Tuesday, November 7th to provide additional reporting information for year-end financials.
- Jodi Moore worked with Jim Smeland on the annually required water conservation eblast to the community which ties into our irrigation permits. The blast was sent out on Wednesday, November 8th.
 - Feedback was received by one resident that she did not agree with the CDD sending water conservation emails due to the POA's requirements for St. Augustine sod and referenced concerns regarding a neighbor's violation for Florida friendly landscape.
 - Management referred the resident to the POA manager to discuss concerns regarding the violation and explained the requirements for the CDD to send the water conservation notice.
- Jodi Moore and Jay King had a conference call with Michael Eckert on Wednesday, November 8th to review the Vesta optimization proposal.
- Jodi Moore and Janice Davis had a conference call to discuss various records and historical data on Wednesday, November 8th.
- Supervisor Entman met with Jodi Moore on Wednesday, November 8th to report potential activity taking place on the lot off Spanish Marsh which had an injunction against further construction.
 - Jodi Moore subsequently contacted Maria Czmyr and was informed the lot next door was approved for construction and may have been moving some items that had been placed on their lot back to the neighboring lot.
 - Jodi Moore visited the site to verify that construction was not taking place at the lot with the injunction and reported back to Maria and Supervisor Entman.
- Denise Powers had a follow up conference call with ADP on Wednesday, November 8th.

Week Ending November 17th:

- Jodi Moore, Denise Powers, Jay King, and Jason Davidson met with Supervisor Entman to review the Vesta optimization plan and discussed street trees as well as other various operational topics.

- Jodi Moore, Denise Powers, Jason Davidson, and Jay King met with Supervisor Moss regarding the Vesta optimization plan.
- On Thursday, November 16th Jodi Moore reviewed with an Arborist a section of oak trees that were heavily laden with moss along North Loop near Arnau Ct.
 - It was determined that some of the moss needed to be cut back for aesthetic purposes as well as to prevent the trees from getting to an unhealthy state from the blockage of sunlight. The vendor completed the work on Monday, November 13th.
- On Monday, November 13th Jodi Moore reviewed with various department heads expense items submitted for approval.
- Jodi Moore and Janice Davis had a conference call with Supervisor Luciano on Tuesday, November 14th regarding questions on financials and the check register.
- Jodi Moore prepared and sent the December patrol request to Deputy Peron on Tuesday, November 14th.
- Denise Powers and Jodi Moore performed a walk-through inspection on Thursday, November 16th of the fountain and lawn area adjacent to the golf course and noted various maintenance items to be addressed.
- Jodi Moore met with Supervisor Moss on Friday, November 17th to discuss the Tennis program and Ponds.
- Denise Powers began making deposits at Valley Bank rather than Truist with the recent banking changes.
- Denise Powers has implemented a new process with the Department Heads in which they upload their invoices to the AVID system which creates faster coding and processing times.
- Denise Powers has trained the Department Heads in performing their credit card reconciliation for their individual expenses. They will be performing and submitting these which eliminates a lot of paperwork and further streamlines processes.
- Denise Powers has been able to get most of our employees on direct deposit with only about 10 remaining employees still receiving physical checks. This eliminates processing fees, reissue fees for lost checks, and ensures prompt payment to employees.
- Denise Powers prepared another 10 boxes of files from the office to go into long term storage.

Week Ending November 24th.

- Ms. Powers, Ms. Moore, and various members of the Vesta Regional Management Team met on November 20th to debrief the Fall Festival and discuss plans for the Holiday Tree Lighting.
- The Amenity Center closed at 1pm on Wednesday, November 22nd to allow the staff to celebrate the Thanksgiving Holiday with their families.

Week Ending December 1st:

- Ms. Powers had a follow up meeting with ADP the week of the 27th to review ADP Total Source implementation.
- Ms. Powers and Ms. Booher had a conference call with Court Reserve to review the software system and compare it with others that are under consideration.
- Ms. Powers had a conference call with Club Systems who are the current accounts receivable software provider.
- Supervisor Entman visited the management team several times to discuss several topics such as street trees, sidewalks, and general maintenance.
- Supervisor Moss visited the office to check in with the management team twice during this period. Topics of discussion included tennis, landscaping, and operations.
- Supervisor Perna visited the office on a few occasions to check in with the management team. Gate operations, traffic, signs, and other topics.
- Ms. Powers coordinated with a cleaning company to perform a thorough cleaning of the café. We will be discussing with Mr. Eckert the possibility of recovery of this expense, please see management for further details.
- Ms. Moore attended one of the tennis group gatherings to meet the residents and to hear their thoughts and ideas for the ongoing tennis programming. Parking limitations were also discussed.

Week Ending December 8th.

- Ms. Moore and Ms. Powers conducted a review of the current hourly staff to implement the bonuses allowed per CDD policy.
- Ms. Moore and Supervisor Luciano spoke on the phone and in person on various occasions to discuss operations. Topics included budgetary items, gates, and other maintenance items.
- Ms. Powers met with two residents who are health/fitness professionals that are interested in giving talks that would be open to the community. Management is reviewing options for providing high quality talks to the community.
- Ms. Moore and Supervisor Perna met with Brad McFarland who is a resident and holds a contractor's license. They performed a walk of the boardwalk and discussed ongoing maintenance needs.
- Ms. Moore met with Barry Williams, the Arborist, to review the birch trees in Heather Park which are severely declining. An arborist report will be forthcoming with recommendations and an assessment of the current trees.
- Ms. Powers reached out to all the POA and Sub-Association Managers to ensure that they had the new CDD onsite management teams contact information. She was also able to obtain information to update the contact sheet that we maintain at the CDD for those management companies and respective managers.
- Management is working on a new front desk manual to assist the team in providing a high level of service to our residents.
- Ms. Moore met regularly with the Department Heads to review their operations and to provide support and direction as needed.

- Ms. Moore created a form for employee reviews and passed it along to the Department Heads for use when reviewing all staff.
- Management coordinated with the fire marshal's office for a maximum occupancy inspection of the meeting room. They visited Wednesday, December 6th. We are awaiting the report.
 - It was noted at the time of inspection that the original filings for the Amenity Building were entered under the Golf Course and as such we should expect a full inspection from their office to be forthcoming. Management was given a heads-up that several deficiencies were observed, however would not be formally reported until the inspection.
- Ms. Moore met with Mr. Senecal of the Crosswinds and Village Square Associations to discuss parking and signage. They walked the surrounding area as part of the review.
- Ms. Moore is coordinating with Ms. Schilling at SJRWMD to review preserve areas near Sophia Terrace and off Oak Common.
- Sophia Terrace had unauthorized cutbacks and Ms. Moore worked on determining who made the cutbacks.
- The entrance to Oak Common has heavy grapevine which is blanketing the area. The MCCDD easements do provide for removal of invasive species in specific circumstances and Ms. Moore will further review with Ms. Schilling to determine if anything needs to be done in this area.

Week Ending December 15th:

- Ms. Moore received an update from Mr. Stillwell regarding the Boardwalk Peir repairs.
 - Mobilization is anticipated on February 12th. The contractor will begin inspections and site set up at that time.
 - Damage removal will take place between the 15th and 19th.
 - Materials are anticipated to be delivered February 15th.
 - Repairs and replacements are planned from February 19th – March 11th.
 - The final quality control inspection is planned for March 12th.
- Supervisor Perna visited on December 12th to discuss various operational topics.
- Supervisor Luciano met with Ms. Moore on December 12th to review operations.
- The SJMSAA agreement was executed by Supervisor Luciano for this year's middle school tennis program and will be ratified at the January meeting if needed.
- Ms. Powers and Ms. Moore provided additional information to ADP's work comp underwriters as part of the implementation review for ADP total source.
- Ms. Moore communicated with Mr. Eckert regarding gate fines and will be requesting direction from the Board regarding unpaid fines at the January meeting.
- Supervisor Entman reported a concern with trees being removed from a lot near Vale Drive.
 - Ms. Moore contacted Ms. Czmyr the POA manager immediately and she came to inspect and will report to the POA as needed.

- Supervisor Entman visited the office a couple times this week on various operational topics and is assisting Ms. Moore & Ms. Powers in coordination with Inframark.
- Supervisor Entman created a spreadsheet to assist the landscape and maintenance personnel in tracking time spent on various tasks and provided this to the management team.
- Ms. Moore & Ms. Powers visited Costco this week to update the MCCDD account .
- Ms. Moore is working with Shane Mahn on the requirements for and installation of blinking crosswalk signs for Palencia Village Drive. These are the same as the type installed recently by SCCDD.
- Ms. Moore & Ms. Powers planned and prepared for the employee holiday party this week. The party will be held on December 22nd at 11:30 am.
- Ms. Moore filed an application with St. Johns County for a tree removal request at 203 Le Mesa.
- Ms. Powers has reached out to our regional Comcast Sales rep to schedule a full onsite review after the Holidays. Once completed we will meet with ATT for a cost comparison.
- The snack bar was fully cleaned and sanitized this week.
- Ms. Moore and Mr. Mahn met with Precision sidewalk to discuss repair needs and they will be providing an estimate for the Treehouse Circle area.
- Jamie Wagenaar trained Denise Powers, Jodi Moore, and Gavin Kalke on how to turn on the splash park.
- Ms. Moore and Ms. Powers reviewed the MCCDD safety policy and will distribute the employee safety bonuses per policy on the January 12th payroll run.

Week Ending December 29th:

- Ms. Moore and Ms. Powers met with Erin Guina and Cheryl Blythe from the Sweetwater CDD to discuss operational items shared between MCCDD and SCCDD on Tuesday, December 19th.
- Website review and discussion regarding updates to content and consideration of improvements to the platform.
- Coordination of staff who work for both facilities.
- Discussed court reservation and POS systems regarding ways that we can work together for the benefit of the community.
- Supervisor Luciano met with Ms. Moore and Mr. Davidson on December 20th to review operations.
- Reviewed the snack bar/café facility condition and discussed potential future options for this space.
- Reviewed first draft of policy updates being worked on with legal counsel.
- Ms. Moore and Ms. Powers completed the shopping and planning for the employee party throughout the week of December 16th.
- Ms. Powers, Ms. Moore, and Mr. Kalke decorated and set up the meeting room for the annual staff appreciation and holiday celebration on Thursday, December 21st.

- Ms. Powers had a conference call with ADP on Thursday, December 28th.
- Ms. Moore reviewed with Shane Mahn on the requirements for and installation of blinking crosswalk signs for Palencia Village Drive. These are the same as the type installed recently by SCCDD.
- Ms. Moore & Ms. Powers planned and prepared for the employee holiday party this week. The party will be held on December 22nd at 11:30 am.
- Ms. Moore provided additional information as requested to St. Johns County regarding a street tree removal request at 203 Le Mesa. The application fees requested by the County were also paid.
- Ms. Moore conferred with Ryan Stilwell regarding signage and possible flashing lights at the crosswalks. The matter is still under review and Ms. Moore will follow up with Mr. Stilwell after the new year.
- Ms. Powers interviewed candidates for the open lifeguard positions.
- The employee holiday party took place on December 22nd.
 - A barbeque lunch from Brisky's (a staff favorite) was served along with charcuterie from one of our Market Street vendors "Graze Craze".
 - Prizes were raffled off with each staff member walking away with at least two items.
 - The party was a huge success and management received a lot of positive feedback.
 - Jim Smeland's message to management read: "Just wanted to let y'all know you put on an absolutely amazing staff Christmas Party of the likes the staff has never seen. You rocked it! We were all blown away, and extremely thankful!!! Thank you!"
 - Tom Salmon shared the following: "My staff and I want to say thank you for a terrific Holiday Party. We appreciated everything, food, prizes, and all your hard work!!!"

Week Ending January 5th:

- Ms. Moore, Ms. Powers, Mr. King, Mr. Ruben, and Mr. Davidson had a TEAMS meeting to review the January Lifestyles and events schedule on January 2nd.
- Supervisor Perna stopped in on January 2nd to wish management a Happy New Year and discuss various operational topics.
- Ms. Moore communicated with Mr. Eckert regarding a matter of encroachment to a preserve area by a resident on January 3rd.
- Ms. Powers met with our three newest team members on January 3rd to review and set up their benefits.
- Ms. Powers and Ms. Moore are continuing organizational efforts by reviewing items in the North Guard House and are sorting through what to keep and dispose of. Any items requiring Board Approval for disposal will be presented at a future meeting prior.
- Ms. Moore met with an Arborist, Barry Williams, regarding hazardous trees behind 161 and 165 Parkside on January 2nd.

- It was determined it is necessary to remove the trees as the root systems have become lifted from the ground and the trees are currently only being held up by a nearby tree at 161 Parkside. The work will take place on Monday, January 8th.
- A mold inspection was performed in the café/snack bar on January 3rd.
 - Visible mold was found in the ceiling. An official report will be forthcoming from the inspector and management will begin working on a remediation plan once received.
- Jodi Moore and Denise Powers met with EZ Facility for a final review on January 4th.
 - Management is awaiting one final cost associated with implementing this software prior to submitting their software analysis to the board.
- Regional GM, Jason Davidson visited the office to check-in with the onsite management team the afternoon of January 4th.
- Supervisor Entman stopped in on January 5th to catch up management with current operation topics after returning from vacation.

PONDS

Week Ending November 17th:

- On Wednesday, November 15th Jodi Moore met with Ryan Stillwell to review a potential sink hole at a mitered end section at 333 Vale Drive.
 - It was determined that the area was an unfilled pocket from a prior drain repair and Ryan instructed management to have the landscape team fill and compact the hole.
- Lake SV3 near Treehouse Circle was reported to have a large amount of floating vegetation.
 - The vendor inspected the area on Monday, November 13th and performed a backpack treatment as well as hand raking.
 - Jim Smeland has reached out to Ryan Stillwell for easement access information so we can also begin treating with a boat.
- Lake N was reported by a homeowner to have algae and vegetation concerns.
 - The vendor visited the pond on Monday, November 13th with Jim Smeland and determined that there was a small amount of floating and dying aquatic weeds that were concentrated in the far east end of the lake. Doug hand raked to facilitate the sinking of the plant material. The pond is ranked 9 out of 10 in its overall condition.

Week Ending December 15th:

- Ms. Moore visited pond Y-2 with Mr. Smeland and Doug Charles to view the pond's condition based on some recent resident concerns.
 - The pond at the far-left end is covered in a thin green bacterium resembling paint on the surface of the water called Mycrocystin (cyanobacteria). This type of

bacteria is due to high levels of nutrients such as nitrogen and phosphorus and this pond is high in those due to it being adjacent to the golf course.

- A treatment of aluminum sulfate was recommended and will be applied weekly for the next few weeks to mitigate these conditions.
- Pond I-1 also has a smaller outbreak of the Mycrocystin (cyanobacteria and will also be treated with the aluminum sulfate.
- Letters were mailed to the owners of 645 and 649 Treehouse Circle to notify them that the pond vendor will be using the maintenance easement between their lots to access the pond with a boat. This will ensure the pond receives more thorough treatments than were previously done with a backpack sprayer.

Week Ending December 29th:

- Ms. Moore received photos and a resident concern from Supervisor Perna regarding pond N and the green biological material on the water's surface.
 - Ms. Moore coordinated with the pond vendor regarding these concerns and the pond will be treated with "Alum" over the next few weeks to mitigate the cyanobacteria outbreak.

Week Ending January 5th:

- Ms. Moore received photos and a resident concern on Pond A, it was determined that this is another cyanobacteria outbreak.
 - Ms. Moore and Mr. Smeland coordinated with the pond vendor regarding these concerns and the pond will be treated with "Alum" over the next few weeks to mitigate the cyanobacteria outbreak.
 - There are boat access challenges on this pond which management will continue to work with the vendor on the best way to ensure ongoing effective treatment in this location.

LANDSCAPE

Week Ending November 10th:

- Hand watering took place 3 times during the week.
- Additional overgrowth cutbacks of walkways and amenity areas.
- Beginning winter bed clean ups.
- Reviewed options for annual flower rotation.

Weeks Ending November 17th through December 1st:

- Regular rotation of landscape maintenance.

Week Ending December 8th:

- Hand watering has taken place as needed.

- Boardwalk #5 was serviced three times and overgrowth cutbacks were also started.
- Began wood line cutbacks along Senora Court and at the end of Vale Drive.
- Pine straw installation was completed throughout the community.
- Winter flower rotation was completed.
- Palmetto trimming along Hickory Hill was completed.
- Finished fakahatchee grass cutbacks for the season.

Week Ending December 15th:

- A roll away container was placed at the maintenance building for the crew to load debris rather than placing it on the ground. This will save time and labor.
- A clean up of overgrowth and dead material was completed along the North Loop across from the CDD and Golf maintenance buildings.
- Pine straw was placed at Boardwalk #5.
- Pine straw was placed at the Hickory Hill Islands.
- Woodline cutbacks were completed along Boardwalk #5.
- The crews are working their way around the community to complete various wood line cutbacks as part of the winter project list.
- Jim Smeland, Landscape Director, is out on vacation from December 14th – December 19th. The crew will report to Tony Masters and Shane Mahn in his absence.

Week Ending December 29th:

- Regular general maintenance took place during this period.

Week Ending January 5th:

- Clean up debris disposed of in preserve area off Sophia Terrace as directed by SJRWMD.
- Edged pine straw over sidewalks in several areas.
- Performed landscape servicing of Boardwalks.

IRRIGATION

Week Ending November 10th:

- Repaired a 1 ¼ inch irrigation zone line.
- Repaired a 1-inch irrigation zone line.
- Changed out a solenoid on North Loop.
- Located and troubleshooting of four irrigation valves at the end of North River.

Week ending November 17th through December 8th:

- Repairs were completed on two irrigation mainline breaks at North River Park.
- Troubleshoot and repaired an issue with the Santa Teresa irrigation controller power disconnect.

- Performed regular irrigation inspections.
- Met with Partridge Well at the North River irrigation pump to begin planning stages of an irrigation pump station.
- Replaced a 1 ½" irrigation zone line break on Palencia Village Drive.
- Repaired a 3' irrigation mainline break on Palencia Village Drive that was damaged while St. Johns County was repairing a broken water main.

Week Ending December 15th:

- Repaired a mainline break on North River.
- Weekly irrigation inspections were completed.
- Supervisor Luciano met with Jim Smeland and the irrigation techs to review irrigation along North Loop by the townhomes.

Week Ending December 29th:

- Ms. Moore was alerted to an irrigation break near 620 Palencia Club Drive and notified Mr. Smeland to investigate.
 - Upon review it was determined the irrigation belonged to the golf club.
 - Mr. Smeland alerted the golf club operations team and was told they were aware and would be addressing it.

Week Ending January 5th:

- Repaired a 1" irrigation zone line break at Palencia Village Drive.
- Conducted irrigation meter readings.
 - Implemented necessary seasonal irrigation adjustments to controllers.

MAINTENANCE

Week Ending November 10th:

- The Christmas tree inspection was completed.
- A motor was brought in for inspection by St. Augustine Motors, it was determined there was a bad pump which our crew was able to replace after picking up the motor.
- Batteries were replaced in all the lighting timers throughout the property.
- Evaluated exposed beams for rot issues at the Amenity Facility and painted beams as needed.
- The Village Green bi-annual cleaning and inspection was performed.
- Replaced several traffic signs.
- Painting of the ADA ramp and pool deck stairs took place this week.

Week Ending November 17th:

- Repairs were completed on Boardwalks 1, 2, 4, and 5.
- Storm drains were cleared before and after this week's storms.
- Christmas décor is being pulled from storage and inspected.
- Completed a rebuild on the pressure washing skid for the new cart.
- Cleaned columns and walls around amenity facility.
- Purchased large replacement decorations for the Christmas Tree at Costco.
- Cleaned both basketball courts.
- Repaired path lighting in McKenzie Park.
- Repaired street lighting on Spanish Marsh and Palencia Village Drive.
- Back filled hole at 333 Vale Drive as request by Ryan Stillwell.
- Pressure washed playscapes in Oak Common.

Weeks Ending November 24th – December 8th:

- Sidewalk grinding has begun on La Mesa, Calle Norte, and Oak Common to correct the lifting caused by tree roots.
- Curb sweeping was conducted in the La Mesa and Calle Norte areas.
- Performed monthly inspections of lighting, playgrounds, lift stations, boardwalks and playscapes.
- Began completing repairs noted from inspections including replacing wood on the boardwalk, bench repairs, and minor playscape repairs.
- Installed supports at the side gate to the left of the Tennis Center.
- The community Christmas tree was assembled.
- Wreaths were installed on the community monument signs.
- Repaired perimeter fencing and added additional support to help mitigate future vandalism and damage.
- Performed street vacuuming along W Village Drive, Oak Common, Stokes Creek, Cypress Crossing, Heather Lane, Hannah Park, Toria Lane, and Riley Lane.
- Provided assistance during the community Holiday Festival and Tree Lighting event.

Week Ending December 15th:

- Street sweeping took place on Parkside, Treehouse Circle, North River, Casa Blanca, and Hickory Hill.
- Seventeen sections of sidewalk were removed for replacement in the La Mesa and Calle Norte areas.
 - A stump grinder was removed to remove large roots under the sidewalk sections.
 - Concrete pouring is planned for Monday, December 18th weather permitting.
- Multiple post caps were replaced in the Oak Common and Casa del Sol areas. Vandalism is the suspected cause of the missing caps.
- A park bench was raised at Heather Park. It had sunken due to settling of the ground.
- Ten boards were replaced along Boardwalk #6.

- Ms. Moore met with an electrical contractor to trouble shoot the outlets in the Amenity Meeting Room.
 - Their assessment revealed a junction box that was not installed correctly, bare wire in the wall, and several loose wires and connections. The repairs were completed.

Week Ending December 29th:

- Ms. Moore was alerted by Mr. Mahn and Mr. Salmon to a section of lighting that fell from one of the tennis light poles on Tuesday, December 26th.
 - The impact caused damage to court fencing which Mr. Mahn will make arrangements to repair.
 - As the light poles are aging since their last refurbishment Ms. Moore and Mr. Mahn agreed an inspection was needed of the other poles for safety.
 - Ms. Moore scheduled an electrical contractor to visit the site on Wednesday, December 27th to evaluate what kind of lift would be safe for the courts.
 - The electricians came and met with Ms. Moore and performed an inspection with the lift on December 28th.
 - On court four one of the light supports crumbled during the inspection.
 - Another fixture was assessed to pose an imminent risk of falling.
 - The electricians sent a pole truck to assist in taking down the parts that posed a safety hazard.
 - A proposal will be forthcoming to replace the lights and poles as needed.
- Ms. Moore has scheduled a mold inspection of the café/snack bar which will take place Wednesday, January 3rd.

Week Ending January 5th:

- Ms. Moore followed up with the electrical contractor regarding the tennis lights.
 - The contractor is meeting with a supplier on Monday to discuss various sustainable options for replacements.
- Mr. Salmon reached out to fence vendors to obtain estimates for repair of the damaged fencing from the fallen lights.
 - The team is encountering difficulty finding a vendor to repair fencing they did not install. We are working on looking outside the box.
- All Holiday décor was removed and stored.
- The crew removed a damaged bench on Boardwalk #5.
 - The bench was not salvageable, and a replacement has been ordered.
- Several spindles on Boardwalk #5 were replaced.
 - Management and the maintenance team believe these were likely missing due to vandalism.
- A signpost base was replaced on Cypress Crossing.
- Sidewalk gridding took place near 166 La Mesa Drive.

- Repairs were made to some of the holiday décor prior to storing it. Some had become damaged due to weather conditions.
- Three loads of concrete and one load of asphalt were hauled away for recycling.
- The MCCDD maintenance buildings were pressure washed.

GATES

Week Ending November 10th:

- Jodi Moore has communicated with Eddie Coalwell numerous times in the last two weeks regarding the items remaining for completion to begin the new MCCDD contract and pricing.
- As of the last discussion the remaining items were a separation of the databases for MCCDD and Sweetwater, however upon hearing this Jodi Moore informed Eddie that the databases must be mirrored as Sweetwater does not issue barcodes and that the databases could not be broken out to only MCCDD and only SCCDD. Jodi Moore is awaiting a call back from Eddie as he was checking with service to ensure they understood this.
- Jodi Moore and Supervisor Perna engaged in several email conversations with Mr. Coalwell regarding the delays we feel have occurred on Envera's end with their implementation of the new contract agreement.
- Jodi Moore issued another gate impact fine the week of November 10th.

Week Ending November 17th:

- Three of the South cameras were having an issue (for specifics contact management). The remote tech cycled them, and one came back up, however a tech had to be sent physically to repair the other two.

Weeks Ending November 24th – December 8th:

- Ms. Moore met with Supervisor Cervelli of the Sweetwater CDD to review our mutual gate needs and moving forward with Envera. They each spoke to Mr. Coalwell and agreed on a path to move forward.
- This week, Ms. Moore provided Mr. Coalwell with the requested list of addresses for MCCDD and Mr. McGaffney provided the list for SCCDD.
- Ms. Moore has followed up with Mr. Coalwell via email and phone regarding a start date for our new contract, however, has not heard back as of the date of this report.
- A gate fine letter was issued due to an incident this week.

Week Ending December 15th:

- Eddie Coalwell reported to Ms. Moore that he anticipates implementation of all new gate protocols and the new contract by the end of next week.

- An additional list of “behind the gates only addresses” was requested on behalf of Envera from Inframark and will be turned over to Envera on receipt.
- Ms. Moore has followed up with Mr. Coalwell via email and phone regarding a start date for our new contract, however, has not heard back as of the date of this report.
- Four gate fine letters were issued this week.
- Payment of \$50 was received for a gate fine issued in November.
- To date only one gate fine issued by Ms. Moore has not been paid within the 30 days provided. We consider this positive in that residents are taking these issues seriously and will hopefully be more mindful of the gates when entering and exiting the community.

Week Ending December 29th:

- The south gate equipment was having issues on December 27th.
 - Envera visited the site and made the needed adjustments.
- An eblast was sent by the Sweetwater CDD team regarding construction at their gate entrance.
 - All resident inquiries regarding this work were referred to the SCCDD team.
- Ms. Moore was alerted to an issue with the green and red gate arm lights at the South entrance on December 28th.
 - Envera is scheduled to visit the site on January 3rd to address this.

Week Ending January 5th:

- A non-resident who received a gate incident fine reached out and let management know she had received the letter. She had a few questions and stated that she would be sending payment for the incident and apologized for the party who was using her vehicle at the time.
- Management received an alert from a resident and a subsequent message from Maria Czmyr, the HOA manager regarding possible construction activity and inappropriate disposal of concrete into a pond at the North Guard House.
 - Upon investigation it was concluded the issue was taking place at the Las Calinas gate. The MCCDD team reported the concerns to SCCDD staff who were already aware and had dealt with the contractor.

TENNIS

Week Ending November 10th:

- Tom Salmon and Joanne Booher participated in a training session with Denise Powers on November 8th regarding payroll and invoice coding, this was very productive and educational.
- The first week of the Progressive in-house doubles league was successful with 20 players across five courts competing.

- Meeting with Babolat & Head/Penn representatives on new products for the 2024 season.

Week Ending November 17th:

- Most social play, team matches, and clinics were cancelled this week due to inclement weather.
- Graham Tunnell our tennis maintenance person and Tom Salmon mapped out maintenance issues around the courts this week and checked windscreens and nets.
- Tom Salmon held a tennis staff meeting this week to review upcoming events and planning for 2024.

Weeks Ending November 24th – December 8th:

- Preparing for the upcoming “Ugliest Holiday Sweater/Shirt” event on Friday, December 15th. Cocoa and treats will be served.
- The pickleball courts at our facility continue to be regularly reserved after the opening of the Sweetwater Courts. This continues to be a popular activity with residents.
- Pickleball lessons and clinics have moved to the Sweetwater Courts.
- Holiday Camps & Clinics are filling up quickly.
- The tennis shop plans to no longer accept cash payments beginning January 8th.

Week Ending December 15th:

- Tom Salmon along with his maintenance person completed an inspection of all windscreens and nets.
- The Men’s “Scurvy Dog” round robin was a huge success with 32 men playing for about two hours.
 - The group proceeded to Donovan’s to socialize after the event.
- The tennis staff are coordinating schedules to allow employees to take time off during this slower season and enjoy the holidays with their families.
- The Ladies teams are collecting good for “Port in the Storm Homeless Youth Center” out of St. Augustine. This will go on throughout the Holiday Season. Anyone wishing to contribute may visit the Tennis Center for more information.

Week Ending December 29th:

- The ladies camp the week of December 18th was full and was enjoyed by all.
- The ugly sweater event received a lot of good feedback and residents had a lot of fun. This will become an annual event going forward.
- Two lights fell on court 6 causing courts 5 & 6 to be closed while the lights were inspected and the debris and other lights causing a safety hazard were removed.
- Men’s Camp is scheduled for January 6th and 7th. Sign-ups are going strong.
- Joanne Booher took the lead in coordinating with residents to move courts during the temporary closures and light inspections. Kudos to Ms. Booher for making this as smooth as possible with as little impact to residents play time as possible.

Week Ending January 5th:

- Mr. Salmon was on vacation December 31st through January 4th. The rest of the Tennis staff did an excellent job keeping things running at our facility during his absence.
- The last round of Junior Camps were completed this week.
- New windscreens have arrived and will be installed in the coming weeks.
- Winter schedules for Clinics, Teams, and Social events have been set.

AQUATICSWeek Ending December 8th:

- Denise Powers scheduled a date in January for Sean Smith, Vesta's Regional Aquatics Director to visit the MCCDD facilities to review the lifeguard equipment and assist management in preparing for the 2024 season.

Week Ending December 15th:

- The splash park was turned on Friday, December 15th as per a resident request for use.

Week Ending December 29th:

- We had one resident along with their child brave the cold weather and visited the pool this week.
- Shane Mahn is coordinating with Big Z Pools to address pump issues with the splash park.

Week Ending January 5th:

- We had a few residents visit the adult pool and deck this week.

PERSONNELWeek Ending November 10th:

- Paul Corey joined our maintenance team on November 8th as a new hire.
- Rick Sanchez joined our landscaping team as a new hire on November 6th.

Week Ending November 17th:

- Adelaide Mancuso met with Denise Powers and has given formal notice to MCCDD that she will not be returning to her position as Front Office Administrator. We wish her all the best in her future endeavors.
- We are pleased to announce that Gavin Kalke, who has been filling in as our temporary FOA will be taking on the role permanently.

Week Ending November 24th:

- Paul Corey unfortunately is no longer with the maintenance team; he did not return to work after the Thanksgiving holiday.
- Three of last season’s lifeguards have been retained for the upcoming 2024 season. Ms. Powers is communicating with all previous lifeguards in the hope that they will also wish to return.

Week Ending December 1st:

- There are two interviews scheduled for lifeguards next week.
- The management team will be posting maintenance openings on Indeed next week.
- Management is also working to find more consistent support for the front desk on evenings and weekends.

Week Ending December 8th:

- Ms. Moore & Ms. Powers conducted an interview for a candidate for evening and weekend support at the front desk.

Week Ending December 15th:

- Ms. Powers hired an additional lifeguard for the 2024 season this week. That brings us to six. We are looking to hire an additional 8-10 guards.
- Ms. Moore & Ms. Powers have a second interview with a candidate for front desk support on Tuesday of next week.
- Shane Mahn has posted for additional maintenance personnel.

Week Ending January 5th:

- Unfortunately, our landscape team member Natthan Cruz (new hire about 60 days ago) did not return to work after the Holidays. We will be working to replace him.

LIFESTYLES/EVENTS:

Week Ending November 10th:

- We received reports from the food trucks that the turn out for Taco Tuesday on November 7th was low. Ross will be making scheduling adjustments accordingly for the season.
- The Chick-fil-A truck on November 14th did well despite the rain. This continues to be a popular option for residents.
- The Fall Festival took place Friday, November 10th.
- This year’s event was done at approximately \$5000 less than was spent on last year’s event including staffing.
- We estimate approximately 700+ people visited the event throughout the evening.
- The event was an overall success, however there are several takeaways for planning future events.

- Lighting was an issue, and we are working to investigate additional lighting options.
- It was noted that one of the blow-up structures didn't have enough support, Ross is addressing this with the vendor.
- We will review the layout to help ensure that our Market Street shops that wish to stay open are also highlighted for events.
- We are looking at ways to get a more accurate headcount for events.

Week Ending November 17th:

- Planning for the December 1st Tree Lighting is in its final stages.

Week Ending December 1st:

- The Holiday Festival and Tree Lighting took place on December 1, 2023.
 - Several Vesta staff were present to assist with the event.
 - Ms. Moore and Ms. Powers were present and worked for the duration of the event to aid with logistics, set up, and take down.
 - Various feedback was received from residents, both positive and some constructive criticism.
 - The lighting situation was better than at the Fall Festival, however we will continue to evaluate and improve placement and lighting options for evening events.
 - Residents seemed to enjoy the selection of vendors overall.
 - The food truck selection was much better received than the fall festival.
 - Some residents would like to see musicians brought back as they had been present in the past.

Week Ending December 8th:

- Food Truck Fridays are on hold until after the holiday season and will resume in January.
- The management team are looking ahead at 2024 events and beginning to plan a schedule.
- Supervisor Stevens provided feedback regarding eblasts and subsequently Ms. Moore implemented a new process with the lifestyles team for review and editing going forward.
- A survey was created at the suggestion of Supervisor Entman regarding the Fall Festival, Holiday Festival, and other lifestyles matters to help the team in gathering data for community preferences and feedback.
- The survey will go out at 6:30pm on December 8th.

Week of December 15th:

- There are two new aerobics classes starting January based on resident requests.
 - Zumba Gold will be geared for people looking for a low intensity work out and will be offered on Tuesdays at gam.

- Body Combat and Conditioning is a high intensity martial art inspired workout and will be offered the second Saturday of the month.
- Food trucks are on hold until January and will start back once a month initially. Vesta is working on plans for implementing an evening activity to accompany food trucks such as trivia.

Week Ending December 29th:

- Week Ending December 29th:
- Trivia night is in the works for January 5th to accompany the food trucks that evening.
- A polar plunge is being planned at the family pool for January 20th, details to come.
- Jodi Moore, Densie Powers, Jay King, Jason Davidson, and Ross Ruben will be meeting January 3rd to discuss event plans and lifestyles for 2024

Week Ending January 5th:

- Trivia night is tonight January 5th along with two food trucks.
- A polar plunge is being planned at the family pool for January 20th. Hot chocolate and donuts to be provided by a food truck.
- Jodi Moore, Densie Powers, Jay King, Jason Davidson, and Ross Ruben will be meeting January 9th to continue planning lifestyles for the 2024 year.

RESIDENT INTERACTIONS AND INQUIRES OF NOTE:

Week Ending November 10th:

- Update on 724 Toria Lane potential tree issue.
 - Upon the Arborist inspection of the pine tree located in the preserve at this residence it was determined that the tree had not been struck by lightning and was in healthy condition.
 - The Arborist and Jodi Moore provided the resident with the determination at the time of review. An arborist letter is on file with the results.
- A resident who struck the gate reached out to Maria Czmyr, our POA Manager, and informed her of the incident. Maria next contacted Jodi Moore to inform her of the resident's report and information.
 - As the resident took responsibility and reported the incident no fine will be issued, and we will only assess for repairs if necessary.

Week Ending November 17th:

- A resident reached out regarding a loose handrail on the Boardwalk.
- Shane Mahn's team inspected the railing and is working on access to perform necessary repairs.

Weeks Ending November 24th – December 8th:

- A resident brought forth a maintenance issue with a signpost near 759 Cypress Crossing Trail. He also discussed with Ms. Moore an incident observed at the pickleball courts with another resident.
- Mr. Blanton visited the office to discuss concerns regarding storm drains at the back of his lot. Ms. Moore coordinated with Mr. Stillwell to obtain maps of the drain locations and will work with the homeowner as needed.
- An irrigation break was reported by a resident.
- Mr. Smeland responded after
- An Augustine Island resident reported heavy bio film and a smell from the back of the left curve on the pond.
- Ms. Moore and Mr. Smeland are meeting with the pond vendor on Monday.
- Resident reports were received of vegetation and bio film on the pond near Treehouse.
- Mr. Smeland worked with Mr. Stillwell to find the maintenance easements on the plat maps and the vendor will begin using the easement between 645 and 649 to access the pond with the boat. This should help significantly when treating the pond as it had previously only been treated with a backpack sprayer.

Week Ending December 29th:

- 316 Stokes Creek reported drainage issues with a nearby drain and puddling.
 - Shane Mahn's team visited the site to review and clear any clogs and is reviewing options to address the puddling.

Week Ending January 5th:

- A homeowner on Park Front requested to have a pine tree in the preserve trimmed or removed.
 - Ms. Moore communicated regarding the tree being in the preserve and that the homeowner would only be able to trim the portion of the tree that overhangs onto their property.
- A resident inquired about starting a penny ante poker club at the amenities center.
 - Ms. Moore conferred with Mr. Eckert and clubs may not be established in which penny ante games are held and money is exchanged. Ms. Powers reached out to the resident to discuss what types of clubs we could allow.
- We received a complaint regarding pine straw spillage and plant beds covering a portion of the sidewalk near Senora Court.
 - The landscape team visited the area and addressed any concerns.
- Maintenance concerns were reported on the corner of Costa Del Sol and North Loop. A resident informed Ms. Moore they had taken maintenance of this area upon themselves and requested to maintain the area themselves and charge the CDD for the work.
 - Ms. Moore is having the landscape team address any needed maintenance in the area and informed the resident the CDD team must be the only party to address the area going forward.

- The resident inquired about purchasing the corner of land. Ms. Moore copied in Ms. Davis on the email chain to advise the resident on this matter.

5A

Supervisors "SPEEDERS" Report

Radar Location: Cosa Del Sol Entry

Date: November 2023

Date	Vehicle Count	# of Violators	Top Speed	Day of the Week	% of Violators to Total Vehicles
11/1/2023	591	77	41	Wednesday	13%
11/2/2023	569	82	59	Thursday	14%
11/3/2023	522	100	47	Friday	19%
11/4/2023	463	80	43	Saturday	17%
11/5/2023	418	81	55	Sunday	19%
11/6/2023	531	89	42	Monday	17%
11/7/2023	564	97	59	Tuesday	17%
11/8/2023	575	84	42	Wednesday	15%
11/9/2023	572	84	46	Thursday	15%
11/10/2023	566	81	42	Friday	14%
11/11/2023	486	89	47	Saturday	18%
11/12/2023	388	74	81	Sunday	19%
11/13/2023	526	66	54	Monday	13%
11/14/2023	445	92	42	Tuesday	21%
11/15/2023	515	80	46	Wednesday	16%
11/16/2023	528	88	49	Thursday	17%
11/17/2023	567	98	46	Friday	17%
11/18/2023	505	80	43	Saturday	16%
11/19/2023	497	78	49	Sunday	16%
11/20/2023	656	118	45	Monday	18%
11/21/2023	625	101	52	Tuesday	16%
11/22/2023	598	107	61	Wednesday	18%
11/23/2023	386	58	42	Thursday	15%
11/24/2023	420	96	45	Friday	23%
11/25/2023	446	78	56	Saturday	17%
11/26/2023	350	82	43	Sunday	23%
11/27/2023	537	93	57	Monday	17%
11/28/2023	539	111	52	Tuesday	21%
11/29/2023	546	88	45	Wednesday	16%
11/30/2023	591	100	43	Thursday	17%

Overall Stats for September 2023

Total Vehicles	15522
Total Violators	2632
Top Speed	81
Day with Most Violators	Monday
Avg. % of Violators to Vehicles	16.96%

Supervisors "SPEEDERS" Report

Radar Location: Cosa Del Sol Exit

Date: November 2023

Date	Vehicle Count	# of Violators	Top Speed	Day of the Week	% of Violators to Total Vehicles
11/1/2023	496	79	55	Wednesday	16%
11/2/2023	505	70	45	Thursday	14%
11/3/2023	505	77	46	Friday	15%
11/4/2023	370	62	48	Saturday	17%
11/5/2023	363	69	42	Sunday	19%
11/6/2023	429	77	74	Monday	18%
11/7/2023	455	75	43	Tuesday	16%
11/8/2023	478	88	72	Wednesday	18%
11/9/2023	472	96	59	Thursday	20%
11/10/2023	462	63	74	Friday	14%
11/11/2023	390	54	51	Saturday	14%
11/12/2023	313	59	43	Sunday	19%
11/13/2023	411	82	64	Monday	20%
11/14/2023	709	65	44	Tuesday	9%
11/15/2023	440	73	85	Wednesday	17%
11/16/2023	504	79	68	Thursday	16%
11/17/2023	484	82	77	Friday	17%
11/18/2023	454	77	43	Saturday	17%
11/19/2023	396	73	45	Sunday	18%
11/20/2023	504	78	41	Monday	15%
11/21/2023	515	92	52	Tuesday	18%
11/22/2023	495	70	59	Wednesday	14%
11/23/2023	326	41	53	Thursday	13%
11/24/2023	345	63	47	Friday	18%
11/25/2023	375	57	48	Saturday	15%
11/26/2023	414	54	41	Sunday	13%
11/27/2023	430	68	73	Monday	16%
11/28/2023	418	92	83	Tuesday	22%
11/29/2023	444	72	75	Wednesday	16%
11/30/2023	422	69	46	Thursday	16%

Overall Stats for September 2023

Total Vehicles	13324
Total Violators	2156
Top Speed	85
Day with Most Violators	Thursday
Avg. % of Violators to Vehicles	16.18%

Supervisors "SPEEDERS" Report

Radar Location: Cosa Del Sol Entry

Date: December 2023

Date	Vehicle Count	# of Violators	Top Speed	Day of the Week	% of Violators to Total Vehicles
12/1/2023	542	82	53	Friday	15%
12/2/2023	549	88	49	Saturday	16%
12/3/2023	439	74	47	Sunday	17%
12/4/2023	487	77	42	Monday	16%
12/5/2023	529	69	41	Tuesday	13%
12/6/2023	553	92	48	Wednesday	17%
12/7/2023	545	86	54	Thursday	16%
12/8/2023	611	92	41	Friday	15%
12/9/2023	523	85	45	Saturday	16%
12/10/2023	477	92	43	Sunday	19%
12/11/2023	546	102	49	Monday	19%
12/12/2023	558	69	51	Tuesday	12%
12/13/2023	565	119	41	Wednesday	21%
12/14/2023	550	104	46	Thursday	19%
12/15/2023	599	103	53	Friday	17%
12/16/2023	496	101	41	Saturday	20%
12/17/2023	421	97	48	Sunday	23%
12/18/2023	590	103	42	Monday	17%
12/19/2023	594	105	51	Tuesday	18%
12/20/2023	626	115	64	Wednesday	18%
12/21/2023	641	119	49	Thursday	19%
12/22/2023	636	114	53	Friday	18%
12/23/2023	607	92	43	Saturday	15%
12/24/2023	521	89	45	Sunday	17%
12/25/2023	259	60	43	Monday	23%
12/26/2023	425	70	42	Tuesday	16%
12/27/2023	507	91	70	Wednesday	18%
12/28/2023	476	82	42	Thursday	17%
12/29/2023	518	106	54	Friday	20%
12/30/2023	441	100	42	Saturday	23%
12/31/2023	545	108	43	Sunday	20%

Overall Stats for September 2023

Total Vehicles	16376
Total Violators	2886
Top Speed	70
Day with Most Violators	Wed/Th
Avg. % of Violators to Vehicles	17.62%

Supervisors "SPEEDERS" Report

Radar Location: Cosa Del Sol Exit

Date: December 2023

Date	Vehicle Count	# of Violators	Top Speed	Day of the Week	% of Violators to Total Vehicles
12/1/2023	459	88	46	Friday	19%
12/2/2023	492	91	48	Saturday	18%
12/3/2023	464	74	45	Sunday	16%
12/4/2023	428	73	47	Monday	17%
12/5/2023	479	93	46	Tuesday	19%
12/6/2023	477	96	83	Wednesday	20%
12/7/2023	437	81	41	Thursday	19%
12/8/2023	504	95	82	Friday	19%
12/9/2023	463	60	41	Saturday	13%
12/10/2023	389	75	48	Sunday	19%
12/11/2023	426	84	43	Monday	20%
12/12/2023	466	96	43	Tuesday	21%
12/13/2023	506	95	79	Wednesday	19%
12/14/2023	887	92	79	Thursday	10%
12/15/2023	518	100	75	Friday	19%
12/16/2023	636	61	41	Saturday	10%
12/17/2023	745	68	58	Sunday	9%
12/18/2023	473	76	80	Monday	16%
12/19/2023	478	108	80	Tuesday	23%
12/20/2023	493	100	84	Wednesday	20%
12/21/2023	512	102	41	Thursday	20%
12/22/2023	525	89	48	Friday	17%
12/23/2023	513	78	41	Saturday	15%
12/24/2023	435	66	51	Sunday	15%
12/25/2023	246	42	47	Monday	17%
12/26/2023	370	71	60	Tuesday	19%
12/27/2023	406	73	73	Wednesday	18%
12/28/2023	383	65	69	Thursday	17%
12/29/2023	423	93	47	Friday	22%
12/30/2023	634	80	47	Saturday	13%
12/31/2023	393	91	45	Sunday	23%

Overall Stats for September 2023

Total Vehicles	15060
Total Violators	2556
Top Speed	84
Day with Most Violators	Thursday
Avg. % of Violators to Vehicles	16.97%

5B

MARSHALL CREEK CDD

CLUB OPERATION SYSTEM ANALYSIS

BACKGROUND

The former management team was instructed to research a club operating system that would accomplish the following goals:

- Minimize the risk of exposure and potential losses by implementing a secure electronic system for storing credit card information. Enable residents to input their own details directly into the system, eliminating the need for staff to store such sensitive information in paper hard copies.
- Enhance operational efficiency and reduce the likelihood of errors by implementing a unified system that integrates Point of Sale (POS) capabilities and reporting functionalities within the same program.
- Acquire a system with enhanced reporting capabilities to streamline and expedite the review and dissemination of information to district management, facilitating a more efficient process.
- Enhance resident convenience by expanding capabilities to enable online booking of the club room, allowing payments through both credit cards and checks.
- Introduce a Point of Sale (POS) system at the amenities center to facilitate residents' payments for bar codes, guest passes, and other services using credit cards. Eliminate the necessity for cash transactions at both the amenities center and the tennis facilities.
- Implement an integrated system that allows residents to reserve courts, schedule clinics, lessons, and other activities, while also facilitating seamless payment transactions within the same platform.
- Adopt a system that enables MCCDD to transition from a server-based infrastructure to a cloud-based system, enhancing accessibility, reducing costs, and simplifying maintenance processes.
- Identify a comprehensive system that offers sustainable solutions for transitioning from multiple server-based platforms to a unified cloud system. This system should also facilitate the eventual integration of facility access control, resident online registration, and other functionalities, aligning with MCCDD's ongoing commitment to modernizing its operations.

The former management team recommended to the MCCDD Board implementing EZ Facility as the new operating system to accomplish these goals. As there was a

management transition coinciding with the system change the Board chose to hold off to allow the new management team to research operating systems.

SYSTEM COMPARISON

JONAS CLUB MANAGEMENT – OPTION 1

Approximate Setup Cost	\$48,000 to initiate, plus merchant services and terminals.
Ongoing Costs	\$35,000 annually, plus merchant services transaction fees.
Level of Service	Offers a full-service system including member management, collections, restaurant booking, point of sale and other capabilities.
Accomplishes Goals and Expectations	Yes, this system would accomplish all our goals and exceeds expectations for performance. Contract is required.
Recommendation	Not Recommended. This system is beyond the needs of MCCDD and is cost prohibitive. This would be more appropriate for a Country Club or other for-profit facility.

COURT RESERVE – OPTION 2

Approximate Setup Cost	\$800 plus additional fee for merchant services and terminals.
Ongoing Costs	\$5000 Annually plus merchant services transaction fees.
Level of Service	Offers a court reservation and payment system and may be able to integrate some access control systems, but MCCDD would have to seek that out on their own and determine if it could be combined. Also, merchant services are offered through preferred vendors and are separate. No contract required.
Accomplishes Goals and Expectations	Partially, however requires multiple platforms and does not streamline processes and create desired efficiencies and ease of use for residents.
Recommendation	Not Recommended. The functionalities of the system are well-suited for a court-based facility or a sports complex organization. While the platform can address a majority of our objectives, several of them would necessitate implementing workarounds within the system.

EZ FACILITY – OPTION 3

Approximate Setup Cost	\$500 initial setup fee for EZ Facility and one-time fee of \$17.50 for merchant services. Two terminals at a cost between \$249-\$699.
Ongoing Costs	\$6110 annually, plus merchant services fee of \$20.00. Also, merchant services are billed by usage monthly at a 3% flat fee, plus .30 per transaction.
Accomplishes Goals and Expectations	Yes, supplies a full-service integrated platform that can be expanded to incorporate access control, room rentals, bar code purchases and meet the needs of the tennis facility.
Recommendation	Recommended. The capability of this cloud-based system is in line with the functions and services necessary for MCCDD. This is also a cost-effective option that allows for an enhanced resident experience and the option to incorporate access control in the future.

CLUB SYSTEMS – CURRENT SYSTEM

Setup Fee	The system will require a server update within the next year at an approximate cost of \$3,000.
Ongoing Costs	Currently \$7,298.56 annually, plus merchant services transaction fees.
Accomplishes Goals and Expectations	No, this is a server-based system only and currently only provides general ledger and accounts receivable functions. Increased functions can be purchased through an upgraded system at an approximate initial cost of \$50,000, plus ongoing annual usage fees of \$30,000 annually.
Recommendation	Not Recommended. Upgrading the current system would be cost prohibitive and is not cloud based.

CONCLUSION

Following a comprehensive assessment of various options, our professional recommendation is to transition to EZ Facility as the new operating system for MCCDD. This platform seamlessly aligns with both the organization's and its staff's requirements and standards. Not only does it eliminate the need for cash transactions, thereby reducing exposure, but it also enhances the resident experience through integrated online functions and payment options. Additionally, EZ Facility represents a financially practical solution compared to our current system.

In light of these considerations, we kindly request the Board's consideration and approval to enter into a one-year contract with EZ Facility, with the total cost not exceeding \$6,627.50 including set up fees, and the purchase of two merchant terminals not to exceed \$1,398.00. To streamline the process, we propose assigning a supervisor to collaborate closely with management to facilitate the agreement. The final execution of the agreement would, of course, be contingent upon conclusive review by District Counsel.

5C



19046 Bruce B Downs Blvd. #1066
 Tampa, FL 33647
 813-501-7220
 overflowdg.com

Proposal

Palencia Online & MCCDD Websites

% Vesta Property Services
 625 Palencia Club Dr. | St. Augustine, FL 32095
 Jodi Moore, LCAM
 jmoore@vestapropertyservices.com

Date: 09/01/2023

Proposal is valid for 60 days

Pricing

Website Setup

- 24 webpages between both sites - palenciaonline.com & marshallcreekcdd.com
- Responsive Platform
- Documents & Forms
- News Announcements
- Calendar & Events including RSVP/Ticketing
- Classifieds
- Resident Directory
- Club Pages

\$950 one-time

Monthly Plan

- Website Updates & Email Communications (see Attachment 1 for details)
- MailChimp Account (passthrough fee to MailChimp)
- Dedicated Account Manager
- Support ticketing for content updates and general support
- Managed server updates and maintenance
- Includes a one-time group training for website admin

\$500 / mo (same as current plan)

Add-Ons

Domain Name Renewal

- Purchase and register (if applicable)
- Ensure correct domain info
- Manage DNS

\$35 / year

Email Accounts

- 10 GB per account
- Currently using 12 accounts

\$25 / account / year

Payments

One-time Payments – If your project requires a one-time payment, we will email you a link to pay online. Please be aware that if you are ordering prints or paying a setup fee, a delayed payment can delay project timelines.

Recurring Charges – Before starting your project, we require a valid credit card. Recurring charges process on the 1st of every month at the amount specified by your plan or agreement.

Support

Overflow will provide support directly to the Customer through a designated account representative and the use of an online knowledge base, written tutorials, and through the use of technology where applicable. Support requests can be made by emailing support@overflowdg.com.

Webinars and formal training requests for large groups can be made by emailing us directly, but is not considered a part of this agreement.

Term & Payment

The Customer will be billed monthly on the 1st of each month, with a 15-day net, for a minimum of 12 months or until the Customer's contract is terminated as written below.

Cancellation

This agreement has an initial term of 12 months and will automatically renew on a 12 month basis afterward until cancelled. If you wish to cancel your service, just send us an email to support@overflowdg.com that notifies us 60 days in advance and your service will stop at the end of the current 12 month term.

Ownership

Overflow cannot be held liable for customer-provided assets. The Customer agrees they have the legal right to use any assets they provide and will indemnify and hold Phase Three harmless against any claims, losses, and judgements.

Rates

All custom design and development projects are estimated and billed at a set hourly rate of **\$100 / hour**.

We try to estimate our time for any given project and provide our clients with a financially predictable end result. We will communicate if any project has the potential to exceed a written estimate due to extra revisions or unforeseen circumstances.

Acceptance

Signature

Date

Printed Name

Billing Address

ATTACHMENT 1

Palencia Website & Communication Services Provided by Neighborhood Publications, Inc.

PalenciaOnline.com and MarshallCreekCDD.com Website Updates

1. Lifestyle
 - Monthly calendar of events updated monthly
 - Slider of current events on the home page updated as new events are added and past events are removed
 - Event information loaded to the calendar (including event details and flyer on the event description page)
2. Tennis
 - Monthly Newsletter updated monthly
 - Upcoming events loaded to the tennis news page
 - Leagues/Clinics updated on the tennis league page
 - Tennis staff information updated as needed
3. Fitness/Swim
 - Classes updated on the Fitness Class page
 - Weekly Fitness Classes, Amenity Center Fitness Classes and Les Mills fitness schedules updated on the homepage monthly
 - Swim team information updated on the Swim Team page
4. MCCDD
 - Board Agenda Packages updated monthly
 - Lake & Pond Reports updated weekly
 - Board member information updated as needed
5. General
 - News page updated with current information
 - Palencia Contact information page updated as needed
 - Palencia Press Newsletters added monthly

Email Communication – Emails are sent to residents with information related to upcoming lifestyle events, MCCDD meeting agendas, club meetings, cancelled fitness classes, facility/road closures, weather alerts, etc. A weekly events email is also sent 3-4 times a month and a monthly newsletter is sent once monthly.

The process for sending these emails requires the following:

1. NP receives an email request from the appropriate Palencia contact
2. NP creates an email proof using the information provided
3. NP sends a proof of the email for approval
4. If necessary, NP will make edits to the email
5. Once approved, NP will send out/schedule email

Email List Updates: NP updates Palencia's MailChimp email list with the current emails from registered PalenciaOnline.com users at least twice a month to make sure the distribution list is up to date.

Note: Please see the spreadsheet entitled "Palencia Mailchimp Report" for data related to email traffic for Palencia. The average number of emails sent per month in 2023 was 27.5. In January 2023, a "Weekly Email Update" and a "Monthly Newsletter" were implemented. This has increased workload on our end to coordinate with Cheryl to ensure that all the content in these emails is accurate and current before the emails are sent.

CLIENT INFORMATION

ACCOUNT REPRESENTATIVE: Evan Schuetz ACCOUNT REP PHONE: (904) 514-5447
 MANAGEMENT COMPANY/ASSOCIATION: Marshall Creek Community Development District DATE: 09/01/2023
 AUTHORIZED REPRESENTATIVE NAME: _____ TITLE: _____
 ADDRESS: 625 Palencia Club Drive SUITE: _____
 CITY: St. Augustine ST: FL ZIP: 32095
 PHONE: (904) 810-0520 FAX: _____ CELL: _____
 EMAIL: jmoore@vestapropertyservices.com WEBSITE: palenciaonline.com

PROJECT DETAILS

ITEM	DESCRIPTION	AMOUNT
1) palenciaonline.com	1) Website platform for palenciaonline.com	1) \$135/mo
2) marshallcreekcdd.com	2) Website platform for marshallcreekcdd.com	2) \$65/mo
3) Website Updates	3) See Attachment 1 for description	3) \$70/mo
4) Email Communication	4) See Attachment 1 for description	4) \$150/mo
5) MailChimp Account	5) MailChimp Account used to send email communication	5) \$80/mo
6) Domain Renewals	6) Renewal of domains and SSL for palenciaonline.com and marshallcreekcdd.com (not included in the monthly fee)	6) \$70/yr
7) Email Accounts	7) Email accounts used with @marshallcreekcdd.com (not included in the monthly fee)	7) \$25/account/yr
TOTAL		\$500/month

PAYMENT INFORMATION

PREFERRED INVOICE/RECEIPT COMMUNICATION: EMAIL REGULAR MAIL

PAYMENTS WILL BE MADE BY:
 AUTOMATIC CREDIT CARD BILLING MANUAL CREDIT CARD BILLING CHECK

CARDHOLDER'S NAME (as it appears on card): _____

BILLING ADDRESS (if different from above): _____ SUITE: _____

CITY: _____ ST: _____ ZIP: _____

CHECK ONE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER

CREDIT CARD #: _____ 3 or 4 DIGIT ID#: _____

EXPIRATION DATE: _____ CARDHOLDER'S SIGNATURE: _____

_____ CUSTOMER AUTHORIZED SIGNATURE	_____ PRINT NAME	_____ DATE
<u>Evan Schuetz</u>	<u>Evan Schuetz</u>	<u>09/01/2023</u>
_____ ACCOUNT REPRESENTATIVE SIGNATURE	_____ PRINT NAME	_____ DATE

Whereas, the Customer, including its successors, heirs, agents and assigns, hereinafter referred to as "**Customer**" and Neighborhood Publications, Inc., including its successors, heirs and assigns, hereinafter referred to as "**Services Provider**" do hereby enter into this Customer Agreement, hereinafter "**Agreement**" and agree to the Terms of Service, stated here and on the reverse side of this Agreement. Agenda Page #56

Effective Date of the Agreement is the date at which the agreement was signed and first payment applied.

Jurisdiction and Venue for any dispute arising with regard to this Agreement shall be exclusively the state courts in Clay County, Green Cove Springs, FL or the US District Court for the Middle District of Florida, Jacksonville Division. This Agreement shall be interpreted under the laws of the State of Florida without regard to any state's choice of law provisions. Customer hereby waives any objection to the jurisdiction, venue or choice of law as stated in this Agreement.

1. Payment: Customer agrees to pay the total amount at the time the agreement is signed or as otherwise recorded on the front side of this agreement. Customer guarantees payment in accordance with the payment schedule as recorded on the front of this Agreement. Scheduled payments thirty (30) days in arrears will invalidate any payment schedule and all balances will be due and payable without further notice. In such case, all services will immediately cease to be provided by Service Provider. Payments more than thirty (30) days in arrears will be subject to a daily late fee of .05% or 18% per annum, or the highest amount allowed by law. In addition, Customer agrees to pay any reasonable collection, attorney's fees, and court costs incurred to collect unpaid balances, together with all other costs of collection. The signatory individual on the front page of this Agreement personally guarantees payment by Customer. Services Provider may seek payment from either the Customer or any guarantor without further demand. Any returned check will incur a twenty-five dollar (\$25) charge.

2. Term and Cancellation: This agreement will have an initial term of one year, and will automatically renew for subsequent one-year terms unless cancelled by either party. Written notice must be provided to the other party one hundred and eighty (180) days in advance of cancellation. Customer will incur a \$35 Domain Transfer fee per domain if any domains in use for Customer's website(s) are owned by Services Provider and need to be transferred away from Services Provider's ownership.

3. Content Posted on the Website. Customer represents and warrants:

- a. that it owns or is entitled to use, all Graphics, Photographs, Artwork and other content posted on the website, and that such content will not infringe or violate any person's or entity's rights.
- b. that none of the content posted on the website will:
 - (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary, intellectual property or confidential information rights,
 - (ii) violate any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control, the Civil Rights Act, the Fair Housing Act, the Americans with Disabilities Act and the Equal Credit and Protections Act,
 - (iii) be defamatory or trade libelous,
 - (iv) be pornographic, obscene or contain any nudity or other sexual materials,
 - (v) contain viruses, Trojan horses, worms, time bombs, or other similar harmful programming routines,
 - (vi) contain material that is threatening, abusive, harassing, profane, indecent, or otherwise objectionable or offensive,
 - (vii) contain content promoting or encouraging a raffle, contest, game, or pyramid scheme requiring payment of a fee by participants,
 - (viii) contain hate propaganda or fraudulent material or activity,

Customer agrees to indemnify and hold Services Provider harmless against any claims, losses, and judgments related this paragraph, and agrees to bear and pay the full costs of defense of any such infringement action to include legal fees, costs and any award of damages or other judgment.

4. General Indemnification: Customer shall indemnify, defend, and hold harmless the Services Provider, its employees, shareholders, directors, representatives, affiliates, successors, and assigns from and against all losses, lost profits, damages, judgments, liabilities, claims, demands, awards, decrees, settlements, and expenses (including without limitation, reasonable attorney's fees and court costs) arising from or related to information or content posted on the website, including (without limitation) claims of third parties concerning infringement, invasion of privacy, libel, unfair competition, false designation of origin, misappropriation or unauthorized use of name or likeness or any breach of representations or warranties under these Terms of Service.

5. Warranties. Service Provider makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Service Provider also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause, errors or omissions. Service Provider specifically denies any responsibility for the accuracy or quality of information obtained through its services. Service Provider does not represent or guarantee speed or availability of end-to-end connections. Service Provider expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Service Provider specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

6. Miscellaneous: Customer agrees not to decompose, disassemble, decode or reverse engineer any program, code or technology which is the property of Service Provider. Any changes to this Agreement must be in writing and signed by both Customer and Services Provider before being effective. This Agreement (to include the reverse side of this Agreement form) represents the entire agreement. Services Provider in its sole discretion may assign this Agreement without further notice or agreement by the Customer. In the event any portion of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall remain enforceable and in effect. The parties to this Agreement have executed this Agreement in good faith. All parties have been afforded the opportunity to seek legal advice regarding the terms of this Agreement and to propose changes to this Agreement. The parties further agree that this Agreement has been reached at arm's-length and after due consideration.

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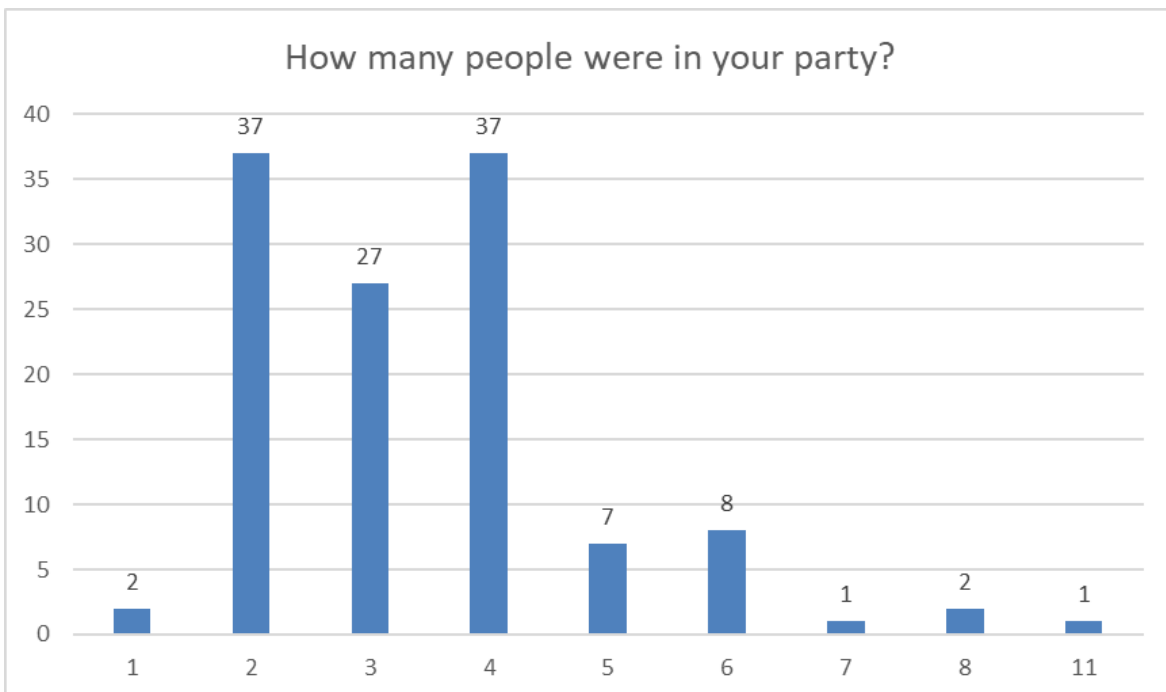
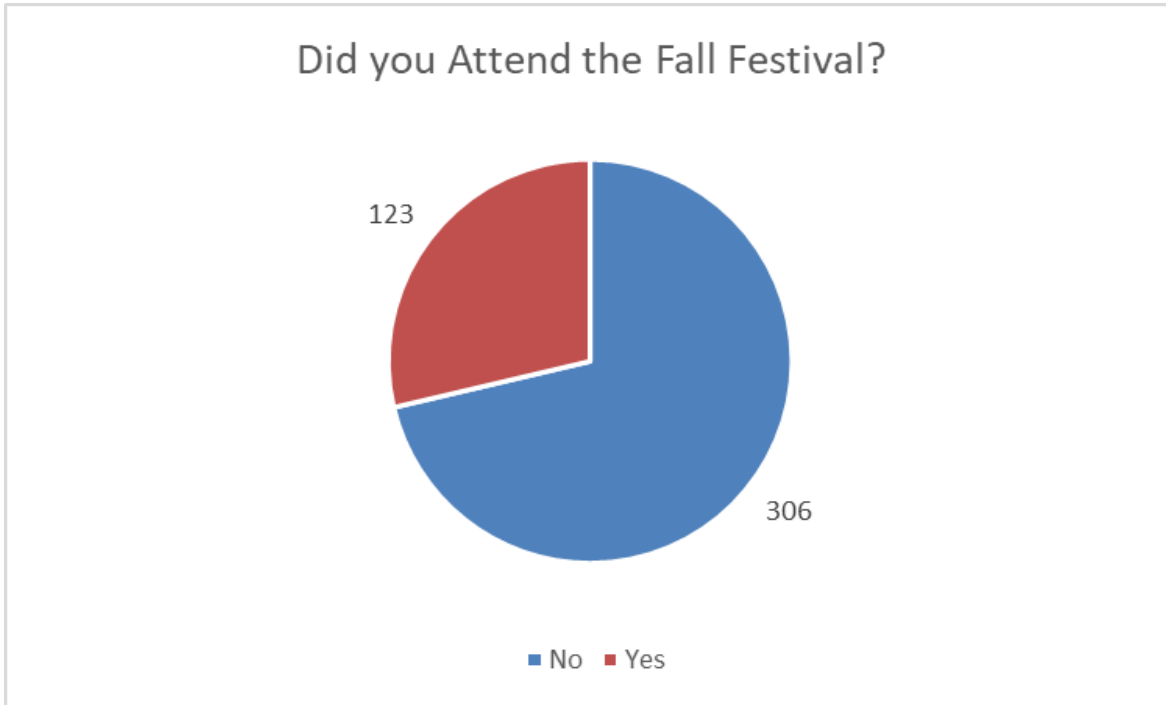
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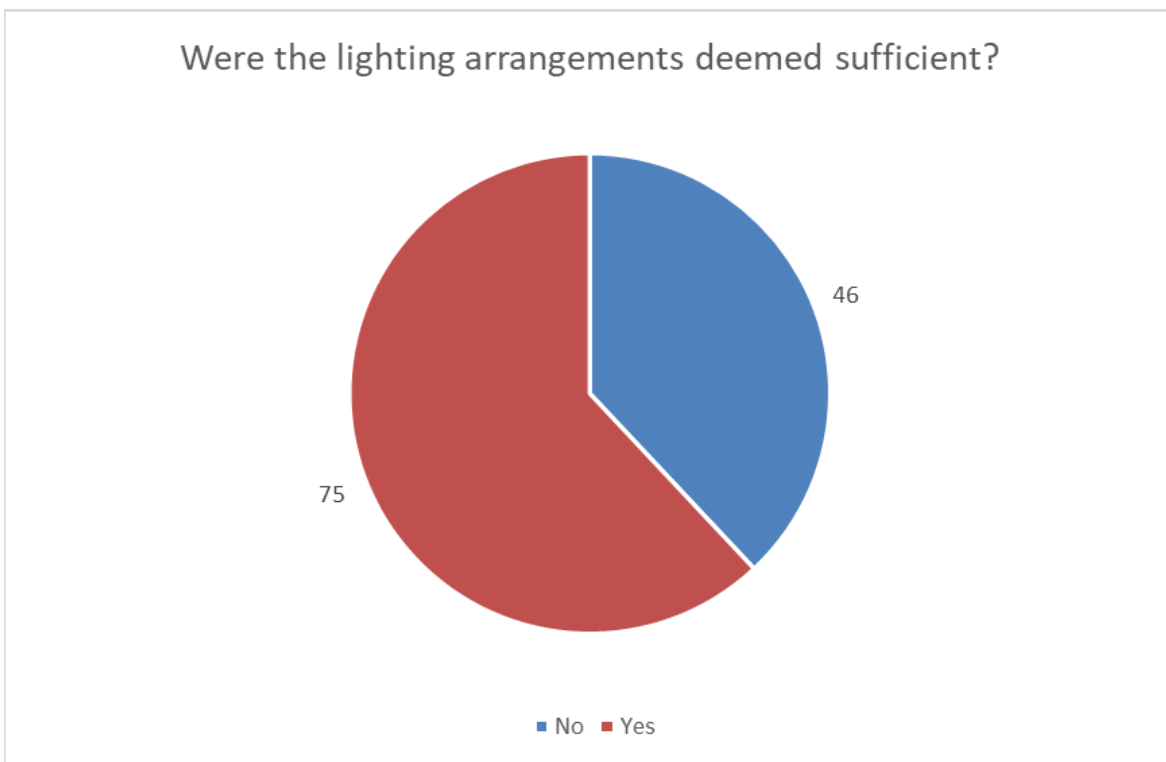
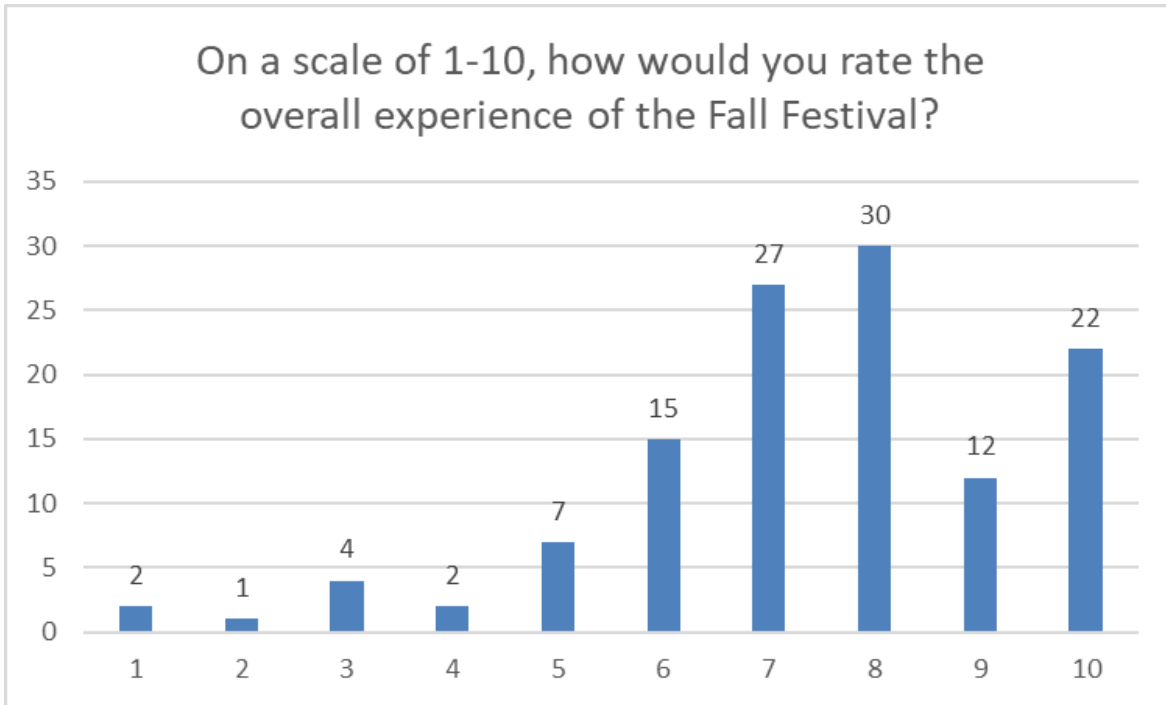
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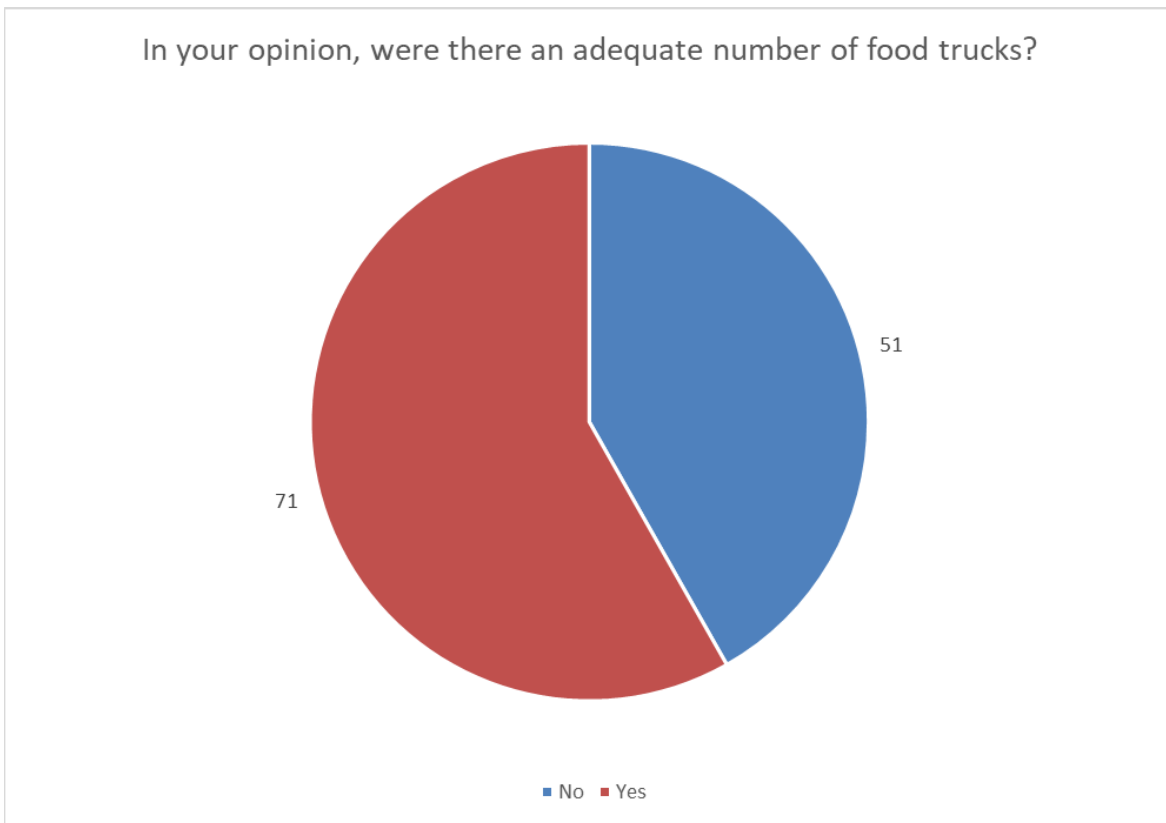
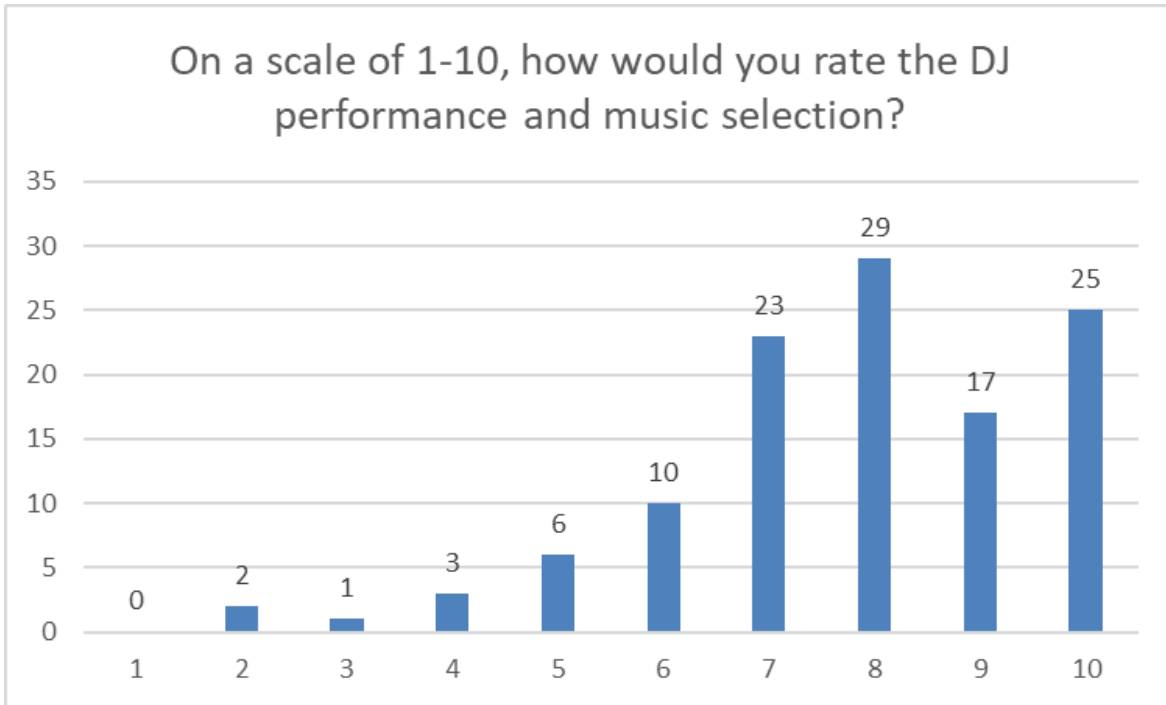
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5D

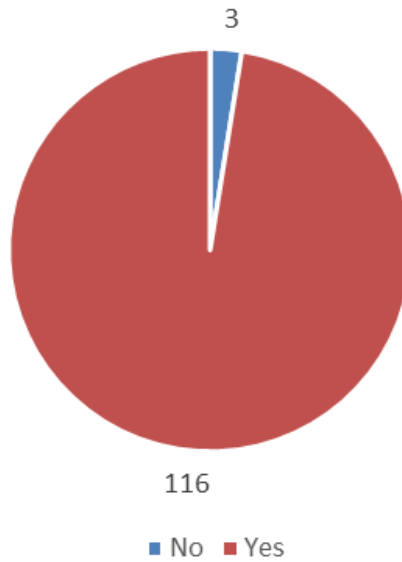
Palencia 2023 Lifestyle Survey Results



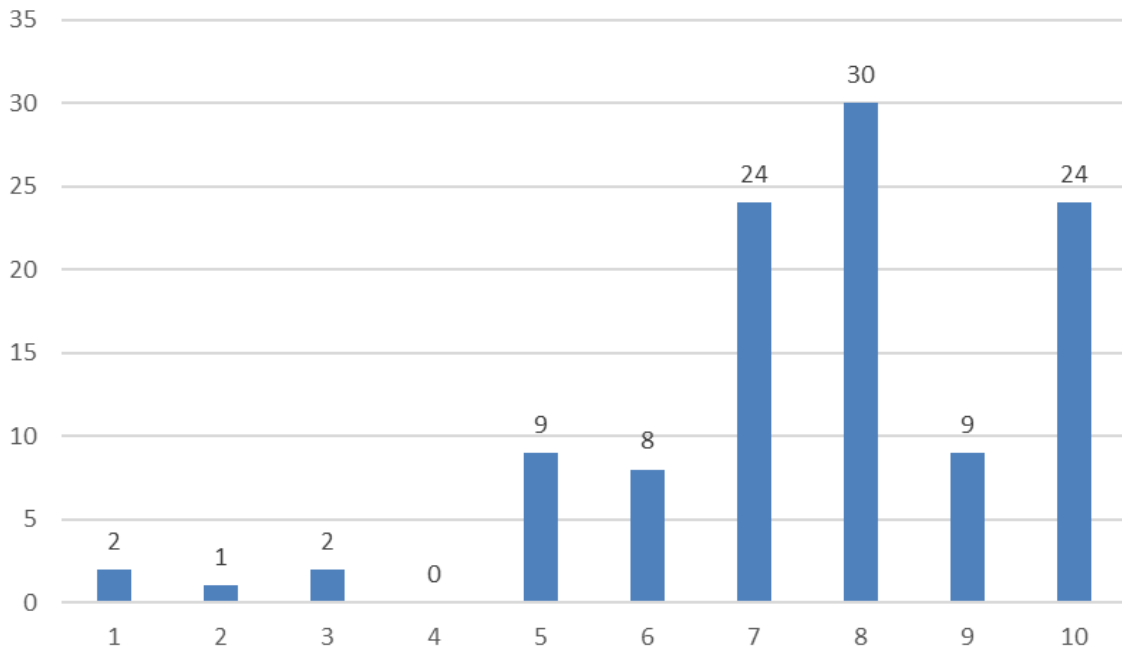




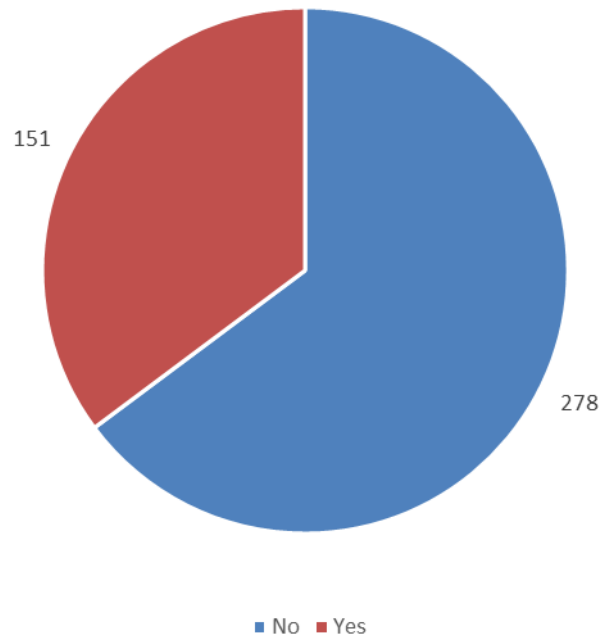
Were the vendors in attendance satisfactory?



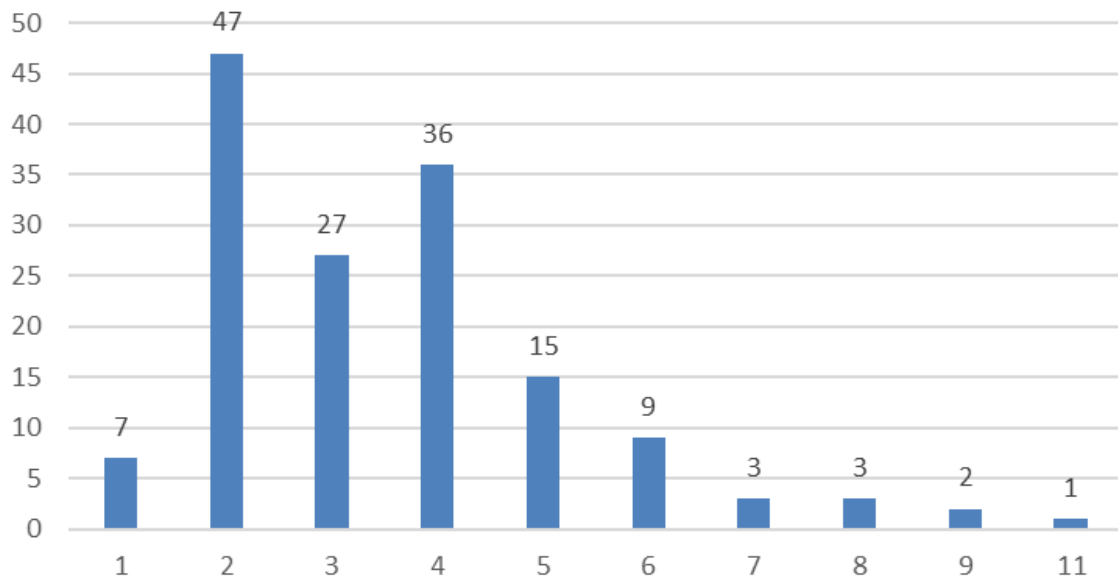
Please rate the activities provided at the Fall Festival on a scale from 1-10.

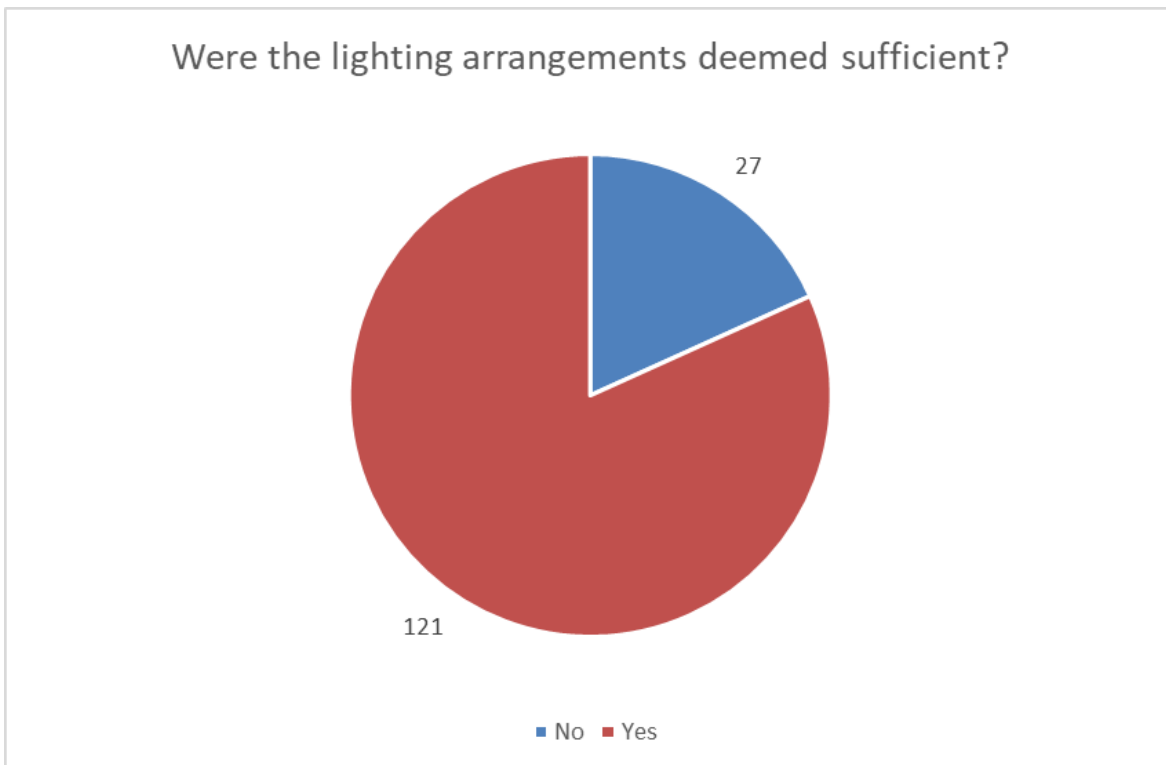
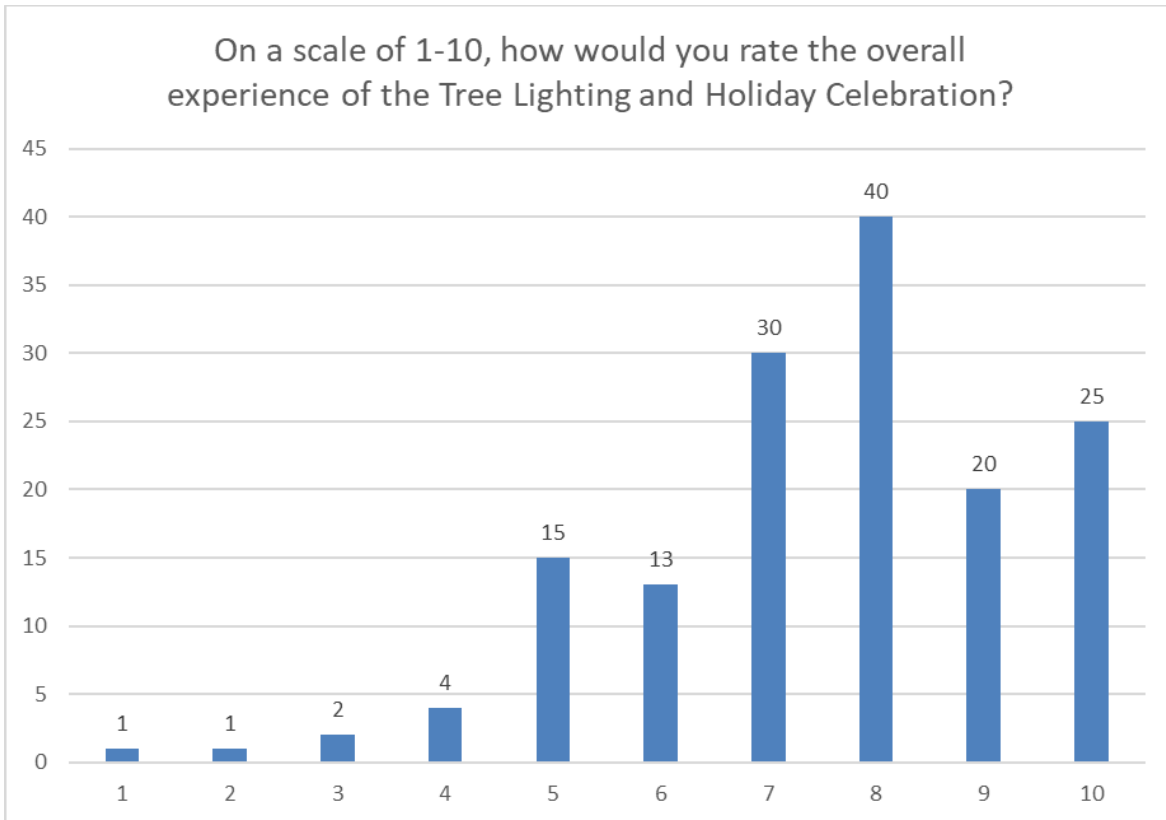


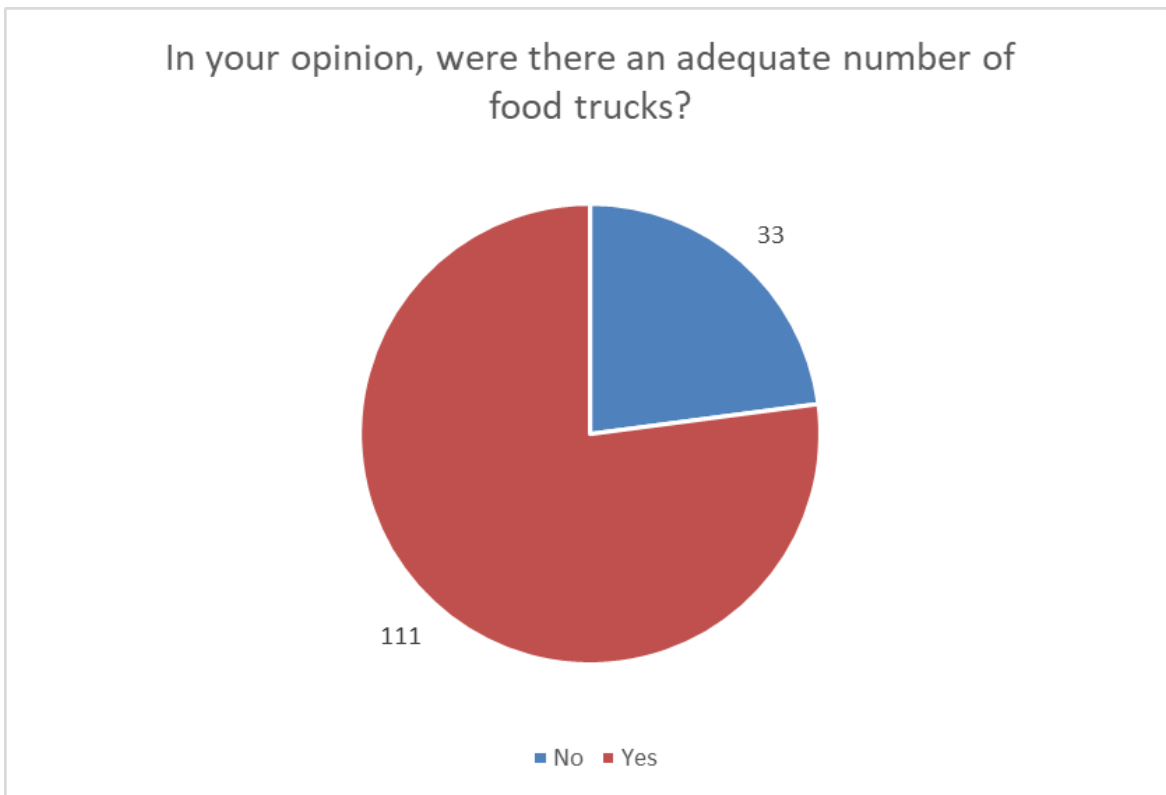
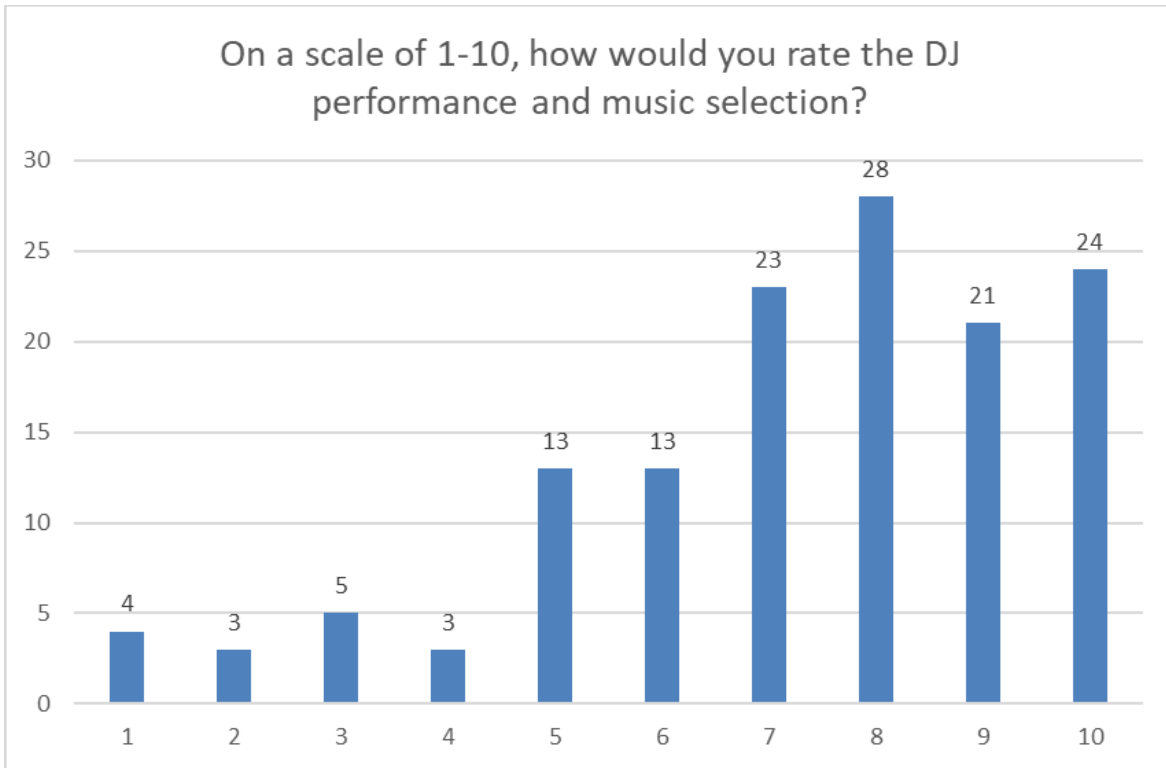
Did you attend the Tree Lighting and Holiday Celebration?



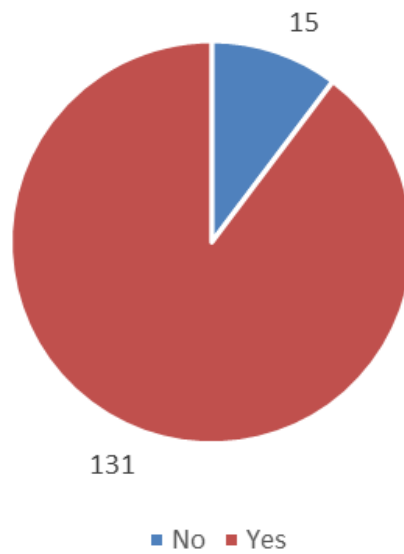
How many people were in your party?



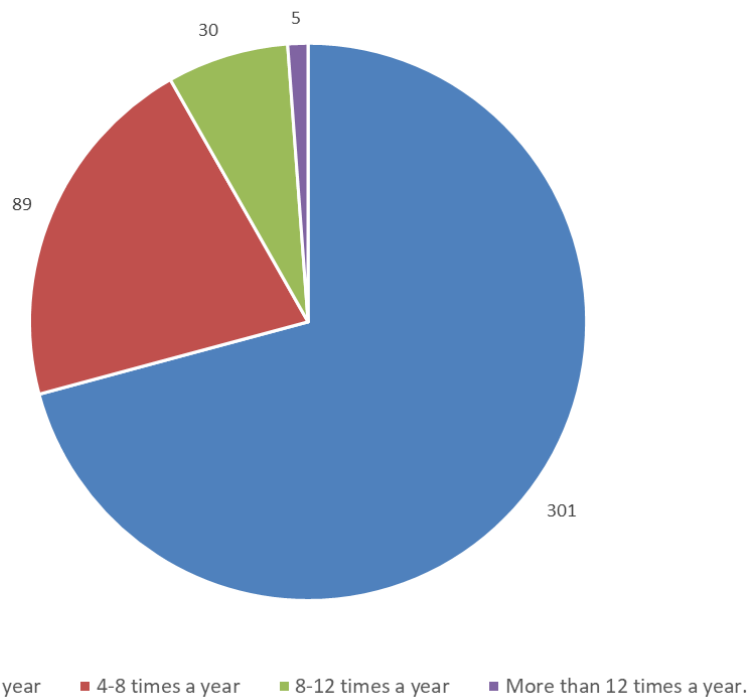




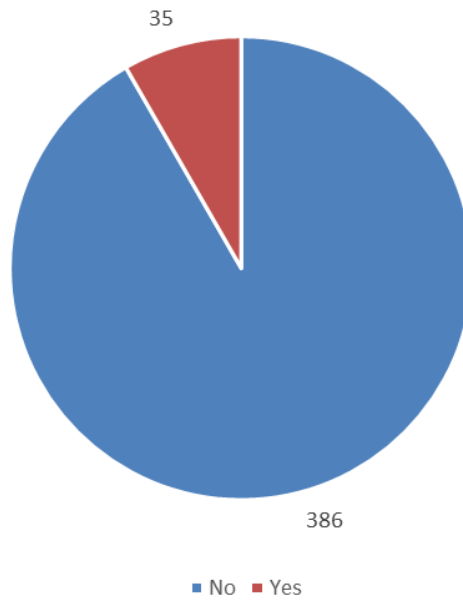
Were the vendors in attendance satisfactory?



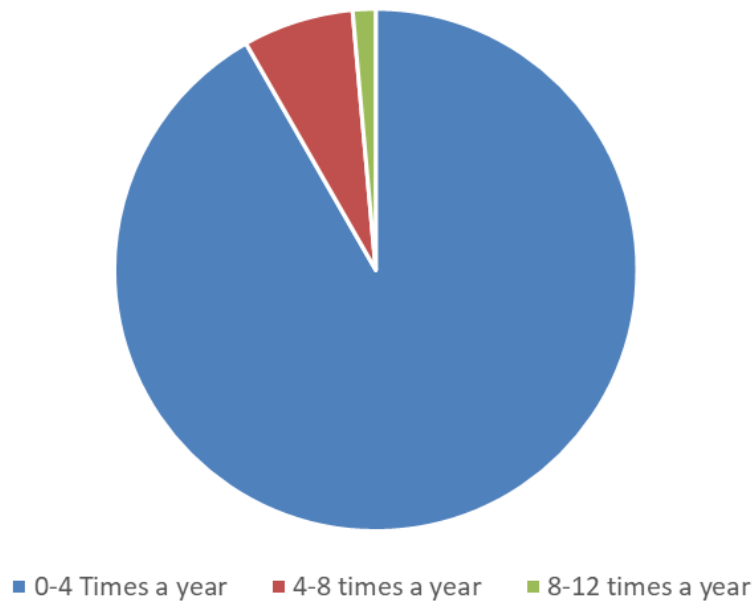
How often do you or your household attend Food Truck Fridays?



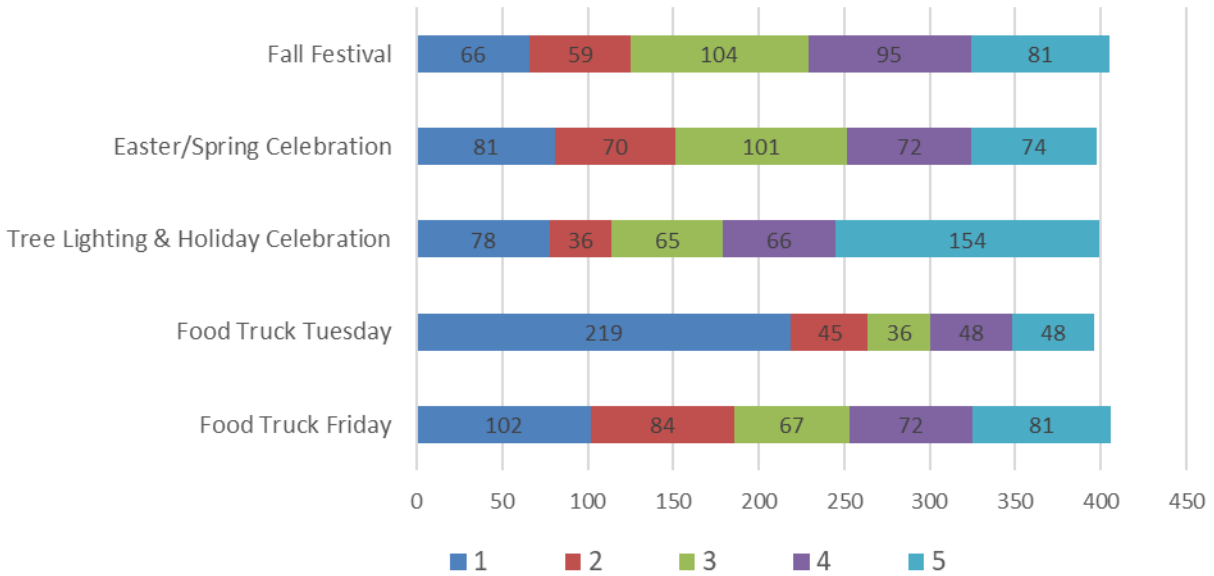
Do you or anyone in your household utilize the mammogram bus?



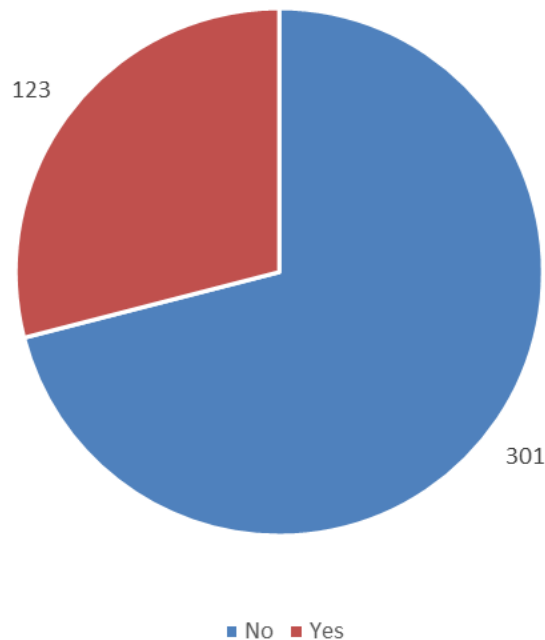
How often do you or your household attend the Tuesday Food Truck events?



Rank in order the importance to you and your household the following events and activities with 1 being the Least important and 5 being the Most important.



Do you or anyone in your household attend fitness classes at the Amenity Center? (please do not include attendance of fitness classes at the fitness center)



5E.

AGREEMENT BETWEEN THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT AND THE ST. JOHNS MIDDLE SCHOOL ATHLETIC ASSOCIATION REGARDING USE OF THE DISTRICT'S TENNIS FACILITIES

This Agreement ("Agreement") is made and entered into as of this 12 day of December, 2023, by and between:

Marshall Creek Community Development District, c/o Inframark Community Management, 12574 Flagler Center Boulevard, Suite 101, Jacksonville, Florida 32258 ("District"), and

St. Johns Middle School Athletic Association, 94 Thomas Industry Way, Suite 103 St. Augustine, Florida 32095 ("Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns, operates and maintains as public improvements certain recreational tennis court facilities located at 625B Palencia Club Drive, St. Augustine, Florida 32095 ("Tennis Facilities"); and

WHEREAS, the Association has approached the District and desires to make use of the Tennis Facilities for the Pacetti Bay Middle School Tennis Team tryouts, practices and matches; and

WHEREAS, the District is willing to allow the Association to make use of the Tennis Facilities provided that such use does not impede the District's operation of the Tennis Facilities as public improvements; and

WHEREAS, the District has determined that providing the Association with the ability to use the Tennis Facilities is a benefit to the District, is a proper public purpose, and makes appropriate use of the District's public facilities; and

WHEREAS, the District and the Association ("Parties") have determined that this Agreement and such use of the Tennis Facilities is necessary and proper; and

WHEREAS, the Parties warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. USE OF TENNIS FACILITIES; COMPENSATION. The Association may use the Tennis Facilities for tryouts, practices and matches, in accordance with the schedule attached hereto as **Exhibit A** and by this reference made a material part hereof. As compensation for the use of the Tennis Facilities for the term set forth in section 5 of this Agreement, the Association agrees to pay the District the amount of **One Thousand Three Hundred Dollars (\$1,300.00)**. In consideration of said use of the Tennis Facilities, the Association agrees to the following provisions:

A. The Association's use of the Tennis Facilities shall be in conjunction with the use of the District's amenity facilities by Patrons of the District, and the Association's use shall not interfere with the operation of the District's amenity facilities as a public improvement.

B. The Association's use of the Tennis Facilities shall be subject to the policies and regulations of the District.

C. The Association's access is limited to the Tennis Facilities and the restrooms and parking lots serving the Tennis Facilities. No other use of, or access to, the District's amenity facilities is permitted.

D. The Association shall provide to the District a Waiver and Release from Liability ("Release"), in the form attached hereto as **Exhibit B**, fully executed by each student and the parent or legal guardian of such student, prior to that student's use of the Tennis Facilities. The Association shall not permit any student to use the Tennis Facilities for the purposes set forth in this Agreement without first providing the District with a fully executed Release for that student. Should the Association fail to comply with this Section 2.D, the District may immediately terminate this Agreement, notwithstanding any provisions to the contrary.

E. Due to parking constraints, use of the Tennis Facilities by the Association is limited to no more than twenty-five (25) students.

SECTION 3. NO WAIVER OF IMMUNITY. The Association agrees that nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute.

SECTION 4. INSURANCE.

A. The Association shall maintain throughout the term of this Agreement the following insurance:

(i) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(ii) General Liability Insurance with limits of One Million Dollars (\$1,000,000) applicable to bodily injury, sickness, or death in any one occurrence and One Million Dollars (\$1,000,000) for loss or damage to property in any one occurrence.

(iii) Employer's Liability Coverage with limits of Two Hundred Fifty Thousand Dollars (\$250,000).

B. The Marshall Creek Community Development District and its staff, consultants, and supervisors shall be listed as additional insured parties on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. The Association shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.

SECTION 5. TERM. This Agreement shall commence on 12/12, 2023, and shall remain in effect until April 5, 2024, unless canceled earlier in accordance with Section 6 below. The covenants and obligations of the Association contained in sections 3, 4, 9, & 10 shall survive termination for acts and omissions that occurred during the effective term of the Agreement.

SECTION 6. CANCELLATION. Both Parties shall have the right to cancel this Agreement at any time without cause upon written notice to the other party.

SECTION 7. ENTIRE AGREEMENT. This instrument, together with the attached Exhibits, shall constitute the final and complete expression of the Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 8. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

SECTION 9. ASSIGNMENT. Neither the District nor the Association may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other. Any attempted assignment without such written approval shall be void.

SECTION 10. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

SECTION 11. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery service or First Class Mail, postage prepaid, to the Parties, as follows:

If to Association: St. Johns Middle School Athletic Association
94 Thomas Industry Way, Suite 103
St. Augustine, Florida 32095
Attn: Justin Palesotti

If to District: Marshall Creek Community Development District
210 N. University Drive, Suite 702
Coral Springs, Florida 33071
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: Michael C. Eckert

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied shall notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 12. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 13. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 14. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:


MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

By: 
Chairperson/Vice Chairperson

Secretary / Assistant Secretary

Signed, sealed and delivered
In the presence of:

ST. JOHNS MIDDLE SCHOOL ATHLETIC ASSOCIATION

By: 
Name: Justin Palesotti
Title: President

Print Name: _____

- Exhibit A: Tennis Team Schedule**
- Exhibit B: Waiver and Release from Liability**

Exhibit A
Tennis Team Schedule

Date	Time	Event	Court Usage
November 29, 2023	3:00 pm – 5:30 pm	Tryouts	4
January 17, 2024	3:00 pm – 4:00 pm	Practice	2
January 24, 2024	3:00 pm – 4:00 pm	Practice	2
February 1, 2024	4:00 pm – 5:30 pm	Match	4
February 7, 2024	3:00 pm – 4:00 pm	Practice	2
February 8, 2024	4:00 pm – 5:30 pm	Match	4
February 14, 2024	3:00 pm – 4:00 pm	Practice	2
February 15, 2024	4:00 pm – 5:30 pm	Match	4
February 21, 2024	3:00 pm – 4:00 pm	Practice	2
February 22, 2024	4:00 pm – 5:30 pm	Match	4
February 28, 2024	3:00 pm – 4:00 pm	Practice	2
February 29, 2024	4:00 pm – 5:30 pm	Match	4
March 6, 2024	3:00 pm – 4:00 pm	Practice	2
March 7, 2024	4:00 pm – 5:30 pm	Match	4
March 20, 2024	3:00 pm – 4:00 pm	Practice	2
March 21, 2024	4:00 pm – 5:30 pm	Match	4
March 27, 2024	3:00 pm – 4:00 pm	Practice	2
March 28, 2024	4:00 pm – 5:30 pm	Match	4
April 3, 2024	3:00 pm – 4:00 pm	Practice	2
April 4, 2024	4:00 pm – 5:30 pm	Match	4

**Exhibit B
Waiver and Release from Liability**

Pursuant to Florida Statute 744.301:

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of the below-named individual's ("Participant") participation in the tennis program operated by the Pacetti Bay Middle School Tennis Team ("Program"), I, _____, on behalf of my minor child, acknowledge and understand that neither the Program nor the Program instructor(s) ("Instructor") are affiliated in any way with the Marshall Creek Community Development District ("District") and that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Program. On behalf of Participant, I acknowledge that Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Program, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. I acknowledge on behalf of Participant that he or she is voluntarily participating in the Program with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

I acknowledge on behalf of Participant that the District recommends that the Participant consult a physician prior to engaging in the Program. I further acknowledge that Participant has either had a physical examination and been given a physician's approval to participate in the activities or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the Program. I hereby certify that the Participant is physically and mentally capable of participating in the Program and that the Participant is not under any kind of medical treatment nor has any mental or physical condition that would prevent Participant from participating in the Program.

On behalf of Participant, I hereby indemnify, waive, release, hold harmless, and forever discharge the District and its present, former and future Supervisors, agents, officers, employees and staff, and its employees, agents and staff, and Inframark Community Management, and its employees and agents (collectively, the "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands,

whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, sickness, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Program. This waiver of liability does not apply to any act of gross negligence, or intentional, willful or wanton misconduct by the Indemnitees. However, I agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes.

This Waiver and Release Agreement is binding upon myself, my spouse, heirs, executors, administrators, legal representatives, successors and assigns and the Participant. This Waiver and Release Agreement supersedes any prior written and/or oral agreements or representation made with respect to the subject matter contained herein. The provisions of this Waiver and Release Agreement will continue in full force and effect even after the termination of the Program. The provisions of this Waiver and Release Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District, and Inframark Community Management, altogether, and the party whose signature appears below. Nothing herein shall alter the Participant's rights or obligations under the Policies and Fees for the District Amenity Facilities and/or related documents.

If Participant is a minor child, I certify that I am the Participant's parent and/or legal guardian and that I am legally authorized to sign this Waiver and Release Agreement on behalf of the Participant. Further, in the event that I cannot be reached, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. **The District and Inframark Community Management are not responsible for providing such treatment or transportation and I hereby agree to hold the District, its supervisors, agents, officers and staff, and Inframark Community Management harmless for any acts or omissions related to emergency medical transportation and/or treatment resulting from myself or my child's participation in the Program.**

I further agree to pay all expenses, including court costs and attorney fees, incurred by the Indemnitees in investigating and/or defending a claim or lawsuit resulting from or related to the emergency medical transportation and/or treatment of the Participant. I am of lawful age and legally competent to sign this Waiver and Release Agreement on behalf of Participant. I have read and understand the terms of this Waiver and Release Agreement, and I have willingly signed it as my own free act.

I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS WAIVER AND RELEASE. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS WAIVER AND RELEASE AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THIS WAIVER AND RELEASE FREELY AND VOLUNTARILY AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS WAIVER AND RELEASE ON BEHALF OF THE PARTICIPANT.

Participant Name: _____

Participant Signature: _____
(if Participant is 18 years of age or older)

Date: _____

Parent/Guardian Name: _____
(if Participant is a minor child)

Parent/Guardian Signature: _____
(if Participant is a minor child)

Date: _____

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact: _____

Phone Number: _____

Sixth Order of Business

6A

MARSHALL CREEK
Community Development District

Financial Report

December 31, 2023

Prepared by



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MARSHALL CREEK
Community Development District

Financial Statements

(Unaudited)

December 31, 2023

Balance Sheet
December 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	2002 AREA CAPITAL RESERVES FUND	SERIES 2002 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2016 DEBT SERVICE FUND	TOTAL
ASSETS						
Cash - Checking Account	\$ 3,746,106	\$ -	\$ -	\$ -	\$ -	\$ 3,746,106
Accounts Receivable	135	-	-	-	-	135
Assessments Receivable	118,172	7,085	200,541	24,703	2,313	352,814
Allow-Doubtful Collections	(118,172)	(7,085)	(200,541)	(24,703)	(2,313)	(352,814)
Due From Other Funds	-	264,202	445,562	391,070	24,792	1,125,626
Investments:						
Money Market Account	4,259	-	-	-	-	4,259
Mutual Funds (Gov. Fund)	546,065	-	-	-	-	546,065
Treasury Bills (6 months)	1,022,197	-	-	-	-	1,022,197
Interest Account A	-	-	-	74	-	74
Prepayment Account	-	-	3,845	-	22	3,867
Prepayment Account A	-	-	-	37	-	37
Reserve Fund	-	-	50,000	-	31,330	81,330
Reserve Fund A	-	-	-	479,250	-	479,250
Revenue Fund	-	-	313,177	-	27,906	341,083
Revenue Fund A	-	-	-	147,918	-	147,918
Sinking fund	-	-	-	-	6	6
Sinking Fund A	-	-	-	236	-	236
Prepaid Items	34,085	-	-	-	-	34,085
TOTAL ASSETS	\$ 5,352,847	\$ 264,202	\$ 812,584	\$ 1,018,585	\$ 84,056	\$ 7,532,274
LIABILITIES						
Accounts Payable	\$ 71,874	\$ -	\$ -	\$ -	\$ -	\$ 71,874
Accrued Expenses	8,166	-	-	-	-	8,166
Sales Tax Payable	514	-	-	-	-	514
Due To Other Funds	1,125,626	-	-	-	-	1,125,626
TOTAL LIABILITIES	1,206,180	-	-	-	-	1,206,180
FUND BALANCES						
Nonspendable:						
Prepaid Items	34,085	-	-	-	-	34,085
Restricted for:						
Debt Service	-	-	812,584	1,018,585	84,056	1,915,225
Assigned to:						
Operating Reserves	1,126,078	-	-	-	-	1,126,078
Reserves - Field	723,492	-	-	-	-	723,492
Reserves - Gate	7,838	-	-	-	-	7,838
Reserves - Landscape	39,986	-	-	-	-	39,986
Reserves - Park	32,900	-	-	-	-	32,900
Reserves - Swim&Fitness Clubh	18,558	-	-	-	-	18,558
Reserves - Swimming Pools	132,635	-	-	-	-	132,635
Reserves - Tennis Courts	24,853	-	-	-	-	24,853
Unassigned:	2,006,242	264,202	-	-	-	2,270,444
TOTAL FUND BALANCES	\$ 4,146,667	\$ 264,202	\$ 812,584	\$ 1,018,585	\$ 84,056	\$ 6,326,094
TOTAL LIABILITIES & FUND BALANCES	\$ 5,352,847	\$ 264,202	\$ 812,584	\$ 1,018,585	\$ 84,056	\$ 7,532,274

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
REVENUES				
Interest - Investments	\$ 50,000	\$ 12,500	\$ 30,769	\$ 18,269
Shared Rev - Other Local Units	541,292	-	-	-
Interlocal Agreement - Other	351,990	87,998	5,447	(82,551)
S/F Swimming Program Fees	3,500	-	-	-
S/F Activity Fees	4,000	-	-	-
S/F Rental Fees	2,500	625	400	(225)
S/F Snack Bar Revenue	3,000	750	-	(750)
Tennis Merchandise Sales	25,000	6,250	7,203	953
Tennis Special Events&Socials	1,500	375	-	(375)
Tennis Lessons & Clinics	300,000	75,000	93,944	18,944
Tennis Ball Machine Rental Fee	6,500	1,625	3,556	1,931
Tennis Membership	65,000	21,667	50,678	29,011
Special Assmnts- Tax Collector	3,433,348	1,888,341	1,354,423	(533,918)
Special Assmnts- Discounts	(137,334)	(64,547)	(54,548)	9,999
Assessments	-	-	1,701	1,701
Other Miscellaneous Revenues	8,500	2,125	28,358	26,233
Gate Bar Code/Remotes	4,000	1,000	1,007	7
Impact Fee	286,625	71,656	121,261	49,605
TOTAL REVENUES	4,949,421	2,105,365	1,644,199	(461,166)

EXPENDITURES

Administration

P/R-Board of Supervisors	14,285	3,571	3,424	147
ProfServ-Arbitrage Rebate	1,800	1,800	600	1,200
ProfServ-Dissemination Agent	3,000	3,000	3,000	-
ProfServ-Engineering	25,000	6,250	7,900	(1,650)
ProfServ-Legal Services	75,000	18,750	14,645	4,105
ProfServ-Mgmt Consulting	69,842	17,461	17,461	-
ProfServ-Special Assessment	16,872	16,872	16,872	-
ProfServ-Trustee Fees	11,400	-	120	(120)
Auditing Services	4,800	-	-	-
Postage and Freight	4,600	1,150	478	672
Insurance - General Liability	42,210	31,658	53,624	(21,966)
Printing and Binding	2,500	625	144	481
Legal Advertising	3,500	875	152	723
Miscellaneous Services	14,000	3,500	4,164	(664)
Misc-Assessment Collection Cost	68,667	15,793	25,998	(10,205)
Shared Exp - Other Local Units	521,042	-	-	-
Office Supplies	1,474	369	55	314
Annual District Filing Fee	175	175	175	-
Total Administration	880,167	121,849	148,812	(26,963)

Other Public Safety

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
Payroll-Benefits	7,500	1,875	714	1,161
Payroll-Engineering	89,255	22,314	14,919	7,395
Payroll-Janitor	2,500	625	652	(27)
Contracts-Security Services	135,000	33,750	31,432	2,318
Contracts-Roving Patrol	56,100	14,025	12,678	1,347
R&M-Gate	30,000	7,500	12,766	(5,266)
Misc-Bar Codes	5,335	1,334	-	1,334
Total Other Public Safety	325,690	81,423	73,161	8,262
Field				
Payroll-Benefits	9,965	2,491	903	1,588
Payroll-Engineering	71,455	17,864	14,619	3,245
Lease - Land	2,115	2,115	-	2,115
R&M-Bike Paths & Asphalt	6,500	3,900	-	3,900
R&M-Boardwalks	25,000	8,333	5,960	2,373
R&M-Buildings	20,000	5,000	-	5,000
R&M-Electrical	6,180	1,545	189	1,356
R&M-Fountain	5,000	1,250	58	1,192
R&M-Mulch	7,350	-	-	-
R&M-Roads & Alleyways	140,000	35,000	3,720	31,280
R&M-Sidewalks	40,000	10,000	2,369	7,631
R&M-Signage	7,500	1,500	294	1,206
Cap Outlay-Machinery and Equip	-	-	20,889	(20,889)
Total Field	341,065	88,998	49,001	39,997
Landscape Services				
Payroll-Salaries	82,672	20,668	19,201	1,467
Payroll-Administrative	6,335	1,584	1,253	331
Payroll-Benefits	87,124	21,781	9,601	12,180
Payroll-General Staff	270,000	67,500	59,046	8,454
Payroll-Irrigation Staff	86,600	21,650	24,668	(3,018)
Payroll-IPM Staff	107,975	26,994	5,064	21,930
Payroll-Equipment Mechanic	38,242	9,560	13,816	(4,256)
Payroll Taxes	45,225	11,306	9,682	1,624
ProfServ-Info Technology	500	125	-	125
Contracts-Misc Labor	41,895	10,474	13,200	(2,726)
Communication - Telephone	3,900	975	1,617	(642)
Utility - Cable TV Billing	2,395	599	587	12
Electricity - General	3,360	840	846	(6)
Utility - Refuse Removal	13,650	3,413	2,151	1,262
Utility - Water & Sewer	2,100	525	478	47
Rentals - General	1,000	250	-	250
R&M-Buildings	6,000	1,500	1,008	492
R&M-Equipment	31,500	7,875	3,108	4,767

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
R&M-Grounds	23,100	5,775	4,723	1,052
R&M-Irrigation	24,150	6,038	4,015	2,023
R&M-Mulch	94,500	23,625	62,565	(38,940)
R&M-Pump Station	20,000	5,000	4,649	351
R&M-Trees and Trimming	35,000	8,750	375	8,375
Misc-Employee Meals	6,500	1,625	265	1,360
Office Equipment	500	125	-	125
Op Supplies - General	25,000	6,250	1,909	4,341
Op Supplies - Uniforms	5,000	1,250	-	1,250
Op Supplies - Fuel, Oil	20,000	5,000	2,515	2,485
Impr - Landscape	35,000	8,750	5,085	3,665
Cap Outlay-Machinery and Equip	8,500	2,125	-	2,125
Total Landscape Services	1,127,723	281,932	251,427	30,505
<u>Utilities</u>				
Electricity - Streetlights	85,575	21,394	24,866	(3,472)
Utility - Water & Sewer	14,000	3,500	1,601	1,899
R&M-Lake	48,000	12,000	12,200	(200)
Total Utilities	147,575	36,894	38,667	(1,773)
<u>Operation & Maintenance</u>				
Payroll-Shared Personnel	351,990	87,998	11,595	76,403
ProfServ-Field Management	304,752	76,188	76,188	-
Training/Staff Development	2,500	625	-	625
Communication - Telephone	1,700	425	-	425
Postage and Freight	450	113	397	(284)
Rentals - General	2,375	594	-	594
Printing and Binding	5,250	1,313	1,389	(76)
Misc-Connection Computer	2,500	625	317	308
Billback Expenses Developer	-	-	575	(575)
Office Supplies	750	188	-	188
Op Supplies - General	8,000	2,000	780	1,220
Total Operation & Maintenance	680,267	170,069	91,241	78,828
<u>Parks and Recreation</u>				
ProfServ-Mgmt Consulting	26,994	6,749	6,749	-
Insurance -Property & Casualty	73,988	55,491	54,531	960
Total Parks and Recreation	100,982	62,240	61,280	960
<u>Clubhouse</u>				
Contracts-Misc Labor	3,150	788	-	788
Contracts-Outside Fitness	5,500	1,375	2,980	(1,605)
R&M-Air Conditioning	7,500	1,875	106	1,769
R&M-Buildings	5,000	1,250	-	1,250
R&M-Equipment	3,000	750	77	673

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
Special Events	50,000	12,500	11,467	1,033
Cap Outlay-Machinery and Equip	1,500	375	-	375
Cap Outlay-Clubhouse	10,000	2,500	1,627	873
Total Clubhouse	85,650	21,413	16,257	5,156
<u>Swimming Pool</u>				
Payroll-Salaries	103,570	25,892	5,249	20,643
Payroll-Hourly	50,097	12,524	17,824	(5,300)
Payroll-Lifeguards	42,000	10,500	-	10,500
Payroll-Benefits	28,425	7,106	6,314	792
Payroll-Engineering	71,455	17,864	12,633	5,231
Payroll-Janitor	13,975	3,494	3,973	(479)
Payroll-Landscape	15,425	3,856	3,503	353
Payroll Taxes	16,035	4,009	1,693	2,316
ProfServ-Info Technology	2,500	625	150	475
Contracts-Landscape	5,000	1,250	-	1,250
Travel and Per Diem	200	50	-	50
Communication - Telephone	6,875	1,719	1,703	16
Utility - General	55,920	13,980	15,987	(2,007)
Utility - Cable TV Billing	4,410	1,103	885	218
Utility - Refuse Removal	3,050	763	677	86
R&M-Buildings	15,000	3,750	2,070	1,680
R&M-Pools	29,400	7,350	7,575	(225)
R&M-Vehicles	500	125	-	125
Advertising	500	125	496	(371)
Miscellaneous Services	350	88	-	88
Misc-Employee Meals	4,695	1,174	108	1,066
Misc-Training	1,500	375	-	375
Misc-Licenses & Permits	1,100	275	-	275
Office Supplies	3,000	750	404	346
Cleaning Supplies	1,500	375	82	293
Office Equipment	3,000	750	-	750
Snack-Bar Expenses	1,000	250	-	250
Op Supplies - General	-	-	132	(132)
Op Supplies - Spa & Paper	1,500	375	-	375
Op Supplies - Uniforms	1,500	375	-	375
Subscriptions and Memberships	7,500	1,875	2,824	(949)
Cap Outlay - Pool Furniture	15,000	3,750	-	3,750
Capital Outlay - Pool	10,000	2,500	-	2,500
Total Swimming Pool	515,982	128,997	84,282	44,715
<u>Tennis Court</u>				
Payroll-Salaries	136,500	34,125	32,560	1,565
Payroll-Hourly	43,405	10,851	14,244	(3,393)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Payroll-Benefits	40,445	10,111	4,571	5,540
Payroll-Engineering	53,595	13,399	7,760	5,639
Payroll-Commission	274,050	68,513	84,411	(15,898)
Payroll-Janitor	6,115	1,529	1,325	204
Payroll-Landscape	4,925	1,231	1,324	(93)
Payroll Taxes	35,355	8,839	7,041	1,798
ProfServ-Info Technology	2,500	625	1,508	(883)
Contracts-Landscape	5,000	1,250	-	1,250
Communication - Telephone	2,750	688	628	60
Utility - Cable TV Billing	2,585	646	831	(185)
Electricity - General	13,125	3,281	3,592	(311)
Utility - Refuse Removal	2,585	646	677	(31)
Utility - Water & Sewer	1,575	394	230	164
Rental/Lease - Vehicle/Equip	1,785	446	264	182
R&M-General	7,000	1,750	868	882
R&M-Court Maintenance	20,000	5,000	487	4,513
R&M-Vandalism	500	125	-	125
Printing and Binding	500	125	-	125
Advertising	500	125	496	(371)
Misc-Employee Meals	2,500	625	-	625
Special Events	1,000	250	-	250
Office Supplies	2,500	625	490	135
Office Equipment	5,000	1,250	-	1,250
Teaching Supplies	4,000	700	719	(19)
Op Supplies - Uniforms	500	200	123	77
COS - Start Up Inventory	15,000	7,800	3,335	4,465
Subscriptions and Memberships	1,775	1,331	325	1,006
Cap Outlay-Machinery and Equip	10,000	1,800	3,573	(1,773)
Total Tennis Court	697,070	178,280	171,382	6,898
Reserves				
Reserve - Field	47,250	47,250	-	47,250
Total Reserves	47,250	47,250	-	47,250
TOTAL EXPENDITURES & RESERVES	4,949,421	1,219,345	985,510	233,835
Excess (deficiency) of revenues				
Over (under) expenditures	-	886,020	658,689	(227,331)
Net change in fund balance	\$ -	\$ 886,020	\$ 658,689	\$ (227,331)
FUND BALANCE, BEGINNING (OCT 1, 2023)	3,487,978	3,487,978	3,487,978	
FUND BALANCE, ENDING	\$ 3,487,978	\$ 4,373,998	\$ 4,146,667	

Marshall Creek**Notes to the Financial Statements**

Community Development District

Balance Sheet

Assets

- ▶ Cash - This includes Valley National Bank, Bank United Regular Operating Checking and Truist (BB&T) Checking. The Truist and Bank United accounts will eventually close.
- ▶ Assessments Receivable - Delinquent assessments for FY2017-FY2021.
- ▶ Allow-Doubtful Collections - Delinquent assessments for FY2017-FY2021.
- ▶ Due From Other Funds - Assessment funds received by the General Fund for the Capital Reserve Fund and Debt Service Funds.
- ▶ Prepaid Items - Prepaid expenses for FY 2024.

Liabilities

- ▶ Accounts Payable - Invoices received that will be paid in following month.
- ▶ Accrued Expenses - Utilities and contracted expenses that will be paid in following month.
- ▶ Sales Tax Payable - Taxes due to the State of Florida for revenue collected at the District.
- ▶ Due To Other Funds - Assessments received for the Capital Reserve fund and Debt Service Funds.
- ▶ Deferred Revenue - Assessments for FY2021 not yet received for Parcel 072420-0493 and unidentified parcel(s).

Fund Balance

- ▶ In the General Fund, the District has assigned Reserves for Operations, and Repair and Replacement.

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

Marshall Creek

Community Development District

Notes to the Financial Statements**Revenues and Expenditures****Budget Analysis - Significant Variances**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<u>Revenues</u>				
Interest-Investment	\$ 50,000	\$ 30,768	62%	Interest earned on investment.
Shared Rev - Other Local Units	\$ 541,292	\$ -	0%	Amount calculated in the true-up reconciliation.
Interlocal Agreement - Other	\$ 351,990	\$ 5,447	2%	Interlocal agreement with Sweetwater Creek CDD for staffing & operations
Tennis Merchandise Sales	\$ 25,000	\$ 7,203	29%	Tennis merchandise sales revenue through December.
Tennis Lessons & Clinics	\$ 300,000	\$ 93,944	31%	Tennis lessons revenue through December.
Tennis Ball Machine Rental Fee	\$ 6,500	\$ 324	5%	Tennis ball machine rental revenue through November.
Tennis Membership	\$ 65,000	\$ 50,678	78%	Tennis membership revenue.
Special Assmnts - Tax Collector	\$ 3,433,348	\$ 1,354,423	39%	Assessments collections through December.
Other Miscellaneous Revenue	\$ 8,500	\$ 28,298	333%	Includes: Pinestraw sale, replacement IDs cards, and other miscellaneous revenues.
Impact Fee	\$ 286,625	\$ 121,261	42%	Impact Fees collected.
<u>Expenditures</u>				
<u>Administrative</u>				
P/R Board of Supervisors	\$ 14,285	\$ 3,424	24%	Supervisor Payroll for meeting attendance to date.
ProfServ-Legal Services	\$ 75,000	\$ 14,645	20%	Legal counsel through November.
Insurance-General Liability	\$ 42,210	\$ 53,623	127%	Public Risk for FY 2024.
Miscellaneous Services	\$ 14,000	\$ 4,164	30%	Bank services charges for stop payments and deposit slips.
<u>Other Public Safety</u>				
Contracts-Security Services	\$ 135,000	\$ 31,432	23%	Hidden Eyes monthly security services.
Contracts-Roving Patrol	\$ 56,100	\$ 12,678	23%	Varies based on needs.
R&M-Gate	\$ 30,000	\$ 12,766	43%	Gate related utilities and repairs.

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

Budget Analysis - Significant Variances
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Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<u>Field</u>				
R&M-Boardwalks	\$ 25,000	\$ 5,960	24%	Pressure treated lumber for repairs.
Cap Outlay-Machinery and Equip	\$ -	\$ 20,889		Budget was not allocated.
<u>Landscape Services</u>				
Payroll-Salaries	\$ 82,672	\$ 19,201	23%	Payroll is current through December 2023.
Payroll-Equipment Mechanic	\$ 38,242	\$ 13,816	36%	Payroll is current regarding equipment mechanic through December 2023.
Utility - Water & Sewer	\$ 2,100	\$ 478	23%	Utility usage through December.
R&M-Grounds	\$ 23,100	\$ 4,643	20%	Prepped and laid sod.
R&M-Mulch	\$ 94,500	\$ 62,565	66%	Includes purchase for Pine Straw Sales to Residents.
R&M-Pump Station	\$ 20,000	\$ 4,649	23%	Includes Flow Certification, 3HP sub pump, Aquifer installation for well and pump.
<u>Utilities</u>				
Electricity-Streetlighting	\$ 85,575	\$ 24,866	29%	Electricity street lighting usage through December 2023
<u>Operation & Maintenance</u>				
ProfServ-Field Management	\$ 304,752	\$ 76,188	25%	Includes annual bonus paid to onsite manager.
Postage and Freight	\$ 450	\$ 397	88%	Postage meter.
Printing and Binding	\$ 5,250	\$ 1,389	26%	Printing and binding expenses.
Misc-Connection Computer	\$ 2,500	\$ 317	13%	Computer equipment maintenance.

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
REVENUES				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
Special Assmnts- Tax Collector	52,924	29,289	20,878	(8,411)
Special Assmnts- Discounts	(2,117)	(1,173)	(841)	332
Assessments	-	-	26	26
TOTAL REVENUES	50,807	28,116	20,063	(8,053)
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	1,058	585	401	184
Total Administration	1,058	585	401	184
TOTAL EXPENDITURES	1,058	585	401	184
Excess (deficiency) of revenues Over (under) expenditures	49,749	27,531	19,662	(7,869)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	49,749	-	-	-
TOTAL FINANCING SOURCES (USES)	49,749	-	-	-
Net change in fund balance	\$ 49,749	\$ 27,531	\$ 19,662	\$ (7,869)
FUND BALANCE, BEGINNING (OCT 1, 2023)	244,540	244,540	244,540	
FUND BALANCE, ENDING	\$ 294,289	\$ 272,071	\$ 264,202	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 250	\$ 63	\$ 6,434	\$ 6,371
Special Assmnts- Tax Collector	1,164,552	629,269	458,268	(171,001)
Special Assmnts- Discounts	(46,582)	(25,171)	(18,456)	6,715
Assessments	-	-	576	576
TOTAL REVENUES	1,118,220	604,161	446,822	(157,339)
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	23,291	12,492	8,796	3,696
Total Administration	23,291	12,492	8,796	3,696
Debt Service				
Principal Debt Retirement	710,000	-	-	-
Interest Expense	400,250	200,125	225,125	(25,000)
Total Debt Service	1,110,250	200,125	225,125	(25,000)
TOTAL EXPENDITURES	1,133,541	212,617	233,921	(21,304)
Excess (deficiency) of revenues Over (under) expenditures	(15,321)	391,544	212,901	(178,643)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(15,321)	-	-	-
TOTAL FINANCING SOURCES (USES)	(15,321)	-	-	-
Net change in fund balance	\$ (15,321)	\$ 391,544	\$ 212,901	\$ (178,643)
FUND BALANCE, BEGINNING (OCT 1, 2023)	599,683	599,683	599,683	
FUND BALANCE, ENDING	\$ 584,362	\$ 991,227	\$ 812,584	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
REVENUES				
Interest - Investments	\$ 600	\$ 150	\$ 10,172	\$ 10,022
Special Assmnts- Tax Collector	1,019,648	560,806	402,239	(158,567)
Special Assmnts- Discounts	(40,786)	(19,577)	(16,200)	3,377
Assessments	-	-	505	505
TOTAL REVENUES	979,462	541,379	396,716	(144,663)
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	20,393	9,641	7,721	1,920
Total Administration	20,393	9,641	7,721	1,920
Debt Service				
Principal Debt Retirement	625,000	-	-	-
Interest Expense	346,250	173,125	178,804	(5,679)
Total Debt Service	971,250	173,125	178,804	(5,679)
TOTAL EXPENDITURES	991,643	182,766	186,525	(3,759)
Excess (deficiency) of revenues Over (under) expenditures	(12,181)	358,613	210,191	(148,422)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(12,181)	-	-	-
TOTAL FINANCING SOURCES (USES)	(12,181)	-	-	-
Net change in fund balance	\$ (12,181)	\$ 358,613	\$ 210,191	\$ (148,422)
FUND BALANCE, BEGINNING (OCT 1, 2023)	808,394	808,394	808,394	
FUND BALANCE, ENDING	\$ 796,213	\$ 1,167,007	\$ 1,018,585	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 400	\$ 120	\$ 940	\$ 820
Special Assmnts- Tax Collector	64,640	33,977	25,500	(8,477)
Special Assmnts- Discounts	(2,586)	(1,438)	(1,027)	411
Assessments	-	-	32	32
TOTAL REVENUES	62,454	32,659	25,445	(7,214)
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	1,293	720	489	231
Total Administration	1,293	720	489	231
Debt Service				
Principal Debt Retirement	15,000	-	-	-
Interest Expense	43,924	21,962	21,962	-
Total Debt Service	58,924	21,962	21,962	-
TOTAL EXPENDITURES	60,217	22,682	22,451	231
Excess (deficiency) of revenues Over (under) expenditures	2,237	9,977	2,994	(6,983)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	2,237	-	-	-
TOTAL FINANCING SOURCES (USES)	2,237	-	-	-
Net change in fund balance	\$ 2,237	\$ 9,977	\$ 2,994	\$ (6,983)
FUND BALANCE, BEGINNING (OCT 1, 2023)	81,062	81,062	81,062	
FUND BALANCE, ENDING	\$ 83,299	\$ 91,039	\$ 84,056	

MARSHALL CREEK
Community Development District

Supporting Schedules

December 31, 2023

Non-Ad Valorem Special Assessments - St. Johns County Tax Collector
(Monthly Assessment Collection Distributions)
For the Fiscal Year Ending September 30, 2024

Date Received	Total Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount	Allocation by Fund				
					General Fund	2002 Area Capital Reserves Fund 004	Debt Service Series 2002 Fund	Debt Service Series 2015A Fund	Debt Service Series 2016 Fund
Assessments Levied FY 2024				5,732,256.99	3,433,367.69	52,923.68	1,161,678.18	1,019,647.85	64,639.59
Allocation%				100.00%	59.90%	0.92%	20.27%	17.79%	1.13%
					\$ -	\$ -	\$ -	\$ -	\$ -
11/06/23	57,779	3,201	1,179	62,159	37,230	574	12,597	11,057	701
11/20/23	252,256	10,725	5,148	268,129	160,597	2,476	54,338	47,694	3,024
11/24/23	468,601	19,923	9,563	498,088	298,332	4,599	100,941	88,599	5,617
12/18/23	707,782	29,994	14,445	752,221	450,547	6,945	152,442	133,804	8,482
12/22/23	640,413	27,228	13,070	680,711	407,716	6,285	137,950	121,084	7,676
				-	-	-	-	-	-
				-	-	-	-	-	-
				-	-	-	-	-	-
				-	-	-	-	-	-
TOTAL	2,126,830	91,072	43,405	2,261,307	1,354,423	20,878	458,268	402,239	25,500
TOTAL OUTSTANDING				3,470,950	2,078,945	32,046	703,410	617,409	39,140
% COLLECTED TO DATE					39.45%	39.45%	39.45%	39.45%	39.45%

**Cash and Investment Report
December 31, 2023**

Account Name	Bank Name	Yield	Balance
<u>GENERAL FUND</u>			
Checking Account - Operating	Truist Bank	0.00%	\$5,232
Checking Account - Operating	Bank United	0.00%	\$2,344,952
Valley National Bank Checking	Valley Bank	0.00%	\$1,395,922
		Subtotal	\$3,746,106
Money Market Account	Bank United	5.45%	\$4,259
Goldman Sachs FS Government Fund A (FSOXX)	Valley Bank	5.05%	\$546,065
		Subtotal	\$550,324
Treasury Bill - 6 Months (maturity date 3/28/2024)	Valley Bank	5.07%	\$1,022,197
		Subtotal	\$1,022,197
	Subtotal General Fund		\$5,318,627
<u>DEBT SERVICE / CAPITAL PROJECT FUNDS</u>			
Series 2002 Prepayment Fund	US Bank	4.67%	\$3,845
Series 2002 Reserve Fund	US Bank	4.67%	\$50,000
Series 2002 Revenue Fund	US Bank	4.67%	\$313,177
Series 2015A Interest Fund	US Bank	4.67%	\$74
Series 2015A Prepayment Fund	US Bank	4.67%	\$37
Series 2015A Reserve Fund	US Bank	4.67%	\$479,250
Series 2015A Revenue Fund	US Bank	4.67%	\$147,918
Series 2015A Sinking Fund	US Bank	4.67%	\$236
Series 2016 Prepayment Fund	US Bank	4.67%	\$22
Series 2016 Reserve Fund	US Bank	4.67%	\$31,330
Series 2016 Revenue Fund	US Bank	4.67%	\$27,906
Series 2016 Sinking Fund	US Bank	4.67%	\$6
	Subtotal Debt Service & Capital Project Funds		\$1,053,801
		Total	\$6,372,427

Marshall Creek CDD

Bank Reconciliation

Bank Account No. 2195 TRUIST (BB&T) GF (OLD)
 Statement No. 12-23
 Statement Date 12/29/2023

G/L Balance (LCY)	5,232.39	Statement Balance	5,232.39
G/L Balance	5,232.39	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>	Subtotal	5,232.39
Subtotal	5,232.39	Outstanding Checks	0.00
Negative Adjustments	0.00	Differences	0.00
	<hr/>		
Ending G/L Balance	5,232.39	Ending Balance	5,232.39
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
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Marshall Creek CDD

Bank Reconciliation

Bank Account No. 0249 BankUnited GF (OLD)
 Statement No. 12-23
 Statement Date 12/31/2023

G/L Balance (LCY)	2,344,951.67	Statement Balance	2,346,083.02
G/L Balance	2,344,951.67	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>	Subtotal	2,346,083.02
Subtotal	2,344,951.67	Outstanding Checks	1,131.35
Negative Adjustments	0.00	Differences	0.00
	<hr/>		
Ending G/L Balance	2,344,951.67	Ending Balance	2,344,951.67
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
1/18/2023	Payment	3321	LOIS NICOLE EUBANKS	35.00	0.00	35.00
3/22/2023	Payment	3681	MICHAEL E. GUYOT	51.00	0.00	51.00
6/22/2023	Payment	4150	PATRICIA SCOTT	35.00	0.00	35.00
6/29/2023	Payment	4186	PATRICIA SCOTT	35.00	0.00	35.00
8/30/2023	Payment	4399	BANKS, JEREMY	275.00	0.00	275.00
8/30/2023	Payment	4414	JIM SMELAND	131.59	0.00	131.59
9/28/2023	Payment	4560	BRANDON HETZLER II	220.00	0.00	220.00
10/4/2023	Payment	4607	PATRICIA SCOTT	35.00	0.00	35.00
10/16/2023	Payment	4642	JIM SMELAND	115.40	0.00	115.40
10/23/2023	Payment	4671	PATRICIA SCOTT	175.00	0.00	175.00
11/1/2023	Payment	DD350	Payment of Invoice 055794	23.36	0.00	23.36
Total Outstanding Checks.....				1,131.35		1,131.35

Marshall Creek CDD

Bank Reconciliation

Bank Account No. 7771 Valley National GF (NEW)
Statement No. 12-23
Statement Date 12/31/2023

G/L Balance (LCY)	1,395,921.62	Statement Balance	1,451,884.68
G/L Balance	1,395,921.62	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>	Subtotal	1,451,884.68
Subtotal	1,395,921.62	Outstanding Checks	55,963.06
Negative Adjustments	0.00	Differences	0.00
	<hr/>		
Ending G/L Balance	1,395,921.62	Ending Balance	1,395,921.62
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
11/1/2023	Payment	DD718	Payment of Invoice 066254	225.22	0.00	225.22
11/27/2023	Payment	1084	ELIANA ROQUE	40.00	0.00	40.00
12/11/2023	Payment	1104	FEDEX	20.95	0.00	20.95
12/11/2023	Payment	1105	FLORIDA JANITOR & PAPER SUPPLY	569.80	0.00	569.80
12/11/2023	Payment	1114	PATRICIA SCOTT	245.00	0.00	245.00
12/12/2023	Payment	1127	AGROW PRO INC	9,900.00	0.00	9,900.00
12/12/2023	Payment	1137	K-SWISS INC	403.57	0.00	403.57
12/14/2023	Payment	1151	ADP, INC.	1,190.12	0.00	1,190.12
12/28/2023	Payment	1159	AMTEC	600.00	0.00	600.00
12/28/2023	Payment	1160	APRIL RAUSCH	105.00	0.00	105.00
12/28/2023	Payment	1161	AT&T	222.12	0.00	222.12
12/28/2023	Payment	1162	COMCAST	647.40	0.00	647.40
12/28/2023	Payment	1163	GLOBAL TURF EQUIPMENT SALES & RENT	20,889.00	0.00	20,889.00
12/28/2023	Payment	1164	GOLDEN, JEFF	325.00	0.00	325.00
12/28/2023	Payment	1165	GRAINGER	58.34	0.00	58.34
12/28/2023	Payment	1166	HEAD PENN/ RACQUET SPORTS	1,035.12	0.00	1,035.12
12/28/2023	Payment	1167	LEAF CAPITAL FUNDING LLC	542.32	0.00	542.32
12/28/2023	Payment	1168	PRINCIPAL LIFE INSURANCE COMPANY	382.63	0.00	382.63
12/28/2023	Payment	1169	PROSSER	4,039.96	0.00	4,039.96
12/28/2023	Payment	1170	SITONE LANDSCAPE	1,385.10	0.00	1,385.10
12/28/2023	Payment	1171	UHS PREMIUM BILLING	12,614.24	0.00	12,614.24
12/28/2023	Payment	1172	UNITED RENTALS (NORTH AMERICA) INC	150.00	0.00	150.00
12/28/2023	Payment	1173	UNUM LIFE INSURANCE	273.46	0.00	273.46
12/28/2023	Payment	1174	WESCO TURF SUPPLY INC.	98.71	0.00	98.71
Total Outstanding Checks.....				55,963.06		55,963.06

Payroll Invoice Approval Listing

December 31, 2023

Week	Date	Amount
#48	12/01/23	\$40,331.63
#50	12/15/23	\$56,699.04
#52	12/29/23	\$43,788.04
Total		\$140,818.71

Statistical Summary

Company:49Z - Marshal Creek Cc Service Center:0030 SEMA Status:Under Review
 Week#:48 Pay Date:12/01/2023 P/E Date:11/26/2023
 Qtr/Year:4/2023 Run Time/Date:12:52:03 PM EST 11/27/2023

Taxes Debited	Amount	Total Liability
Federal Income Tax	2,414.57	
Earned Income Credit Advances	0.00	
Social Security - EE	2,258.23	
Social Security - ER	2,258.25	
Social Security Adj - EE	0.00	
Medicare - EE	528.15	
Medicare - ER	528.14	
Medicare Adj - EE	0.00	
Medicare Surtax - EE	0.00	
Medicare Surtax Adj - EE	0.00	
Federal Unemployment Tax	0.00	
FMLA-PSL Payments Credit	0.00	
FMLA-PSL ER FICA Credit	0.00	
FMLA-PSL Health Care Premium Credit	0.00	
Employee Retention Qualified Payments Credit	0.00	
Employee Retention Qualified Health Care Credit	0.00	
COBRA Premium Assistance Payments	0.00	
State Income Tax	0.00	
Non Resident State Income Tax	0.00	
State Unemployment Insurance - EE	0.00	
State Unemployment Insurance Adj - EE	0.00	
State Disability Insurance - EE	0.00	
State Disability Insurance Adj - EE	0.00	
State Unemployment/Disability Ins - ER	0.00	
State Family Leave Insurance - EE	0.00	
State Family Leave Insurance - ER	0.00	
State Family Leave Insurance Adj - EE	0.00	
State Medical Leave Insurance - EE	0.00	
State Medical Leave Insurance - ER	0.00	
State Medical Leave Insurance Adj - EE	0.00	
State Cares Fund - EE	0.00	
Transit Tax - EE	0.00	
Workers' Benefit Fund Assessment - EE	0.00	
Workers' Benefit Fund Assessment - ER	0.00	
Local Income Tax	0.00	
School District Tax	0.00	
Total Taxes Debited	7,987.34	
Other Transfers		
ADP Check Acct. No.XXXXXX0249Tran/ABAXXXXXXX	11,865.33	
No.XXXXXX0249Tran/ABAXXXXXXX	20,478.96	
Total Amount Debited From Your Account	40,331.63	
Bank Debits & Other Liability		40,331.63
Adjustments/Prepay/Voids	(1,148.66)	39,182.97
Taxes- Your Responsibility	None this payroll	39,182.97

Statistical Summary

Company:49Z - Marshal Creek Com Service Center:0030 SEMA Status:Under Review
 Week#:50 Pay Date:12/15/2023 P/E Date:12/10/2023
 Qtr/Year:4/2023 Run Time/Date:11:36:37 AM EST 12/11/2023

Taxes Debited	Federal Income Tax	4,884.49	
	Earned Income Credit Advances	0.00	
	Social Security - EE	3,267.06	
	Social Security - ER	3,267.07	
	Social Security Adj - EE	0.00	
	Medicare - EE	764.03	
	Medicare - ER	764.07	
	Medicare Adj - EE	0.00	
	Medicare Surtax - EE	0.00	
	Medicare Surtax Adj - EE	0.00	
	Federal Unemployment Tax	0.00	
	FMLA-PSL Payments Credit	0.00	
	FMLA-PSL ER FICA Credit	0.00	
	FMLA-PSL Health Care Premium Credit	0.00	
	Employee Retention Qualified Payments Credit	0.00	
	Employee Retention Qualified Health Care Credit	0.00	
	COBRA Premium Assistance Payments	0.00	
	State Income Tax	0.00	
	Non Resident State Income Tax	0.00	
	State Unemployment Insurance - EE	0.00	
	State Unemployment Insurance Adj - EE	0.00	
	State Disability Insurance - EE	0.00	
	State Disability Insurance Adj - EE	0.00	
	State Unemployment/Disability Ins - ER	0.00	
	State Family Leave Insurance - EE	0.00	
	State Family Leave Insurance - ER	0.00	
	State Family Leave Insurance Adj - EE	0.00	
	State Medical Leave Insurance - EE	0.00	
	State Medical Leave Insurance - ER	0.00	
	State Medical Leave Insurance Adj - EE	0.00	
	State Cares Fund - EE	0.00	
	Transit Tax - EE	0.00	
	Workers' Benefit Fund Assessment - EE	0.00	
Workers' Benefit Fund Assessment - ER	0.00		
Local Income Tax	0.00		
School District Tax	0.00		
	Total Taxes Debited	12,946.72	
Other Transfers	ADP Check Acct. No.XXXXXX0249Tran/ABAXXXXXXXX	15,209.33	
	Full Service Direct Deposit Acct. No.XXXXXX0249Tran/ABAXXXXXXXX	28,542.99	
	Total Amount Debited From Your Account		56,699.04
Bank Debits & Other Liability	Adjustments/Prepay/Voids	0.00	
Taxes- Your Responsibility	None this payroll		
			56,699.04
			Total Liability
			56,699.04

Preview

Liability	Taxes Debited			
	Federal Income Tax		3,015.84	
	Earned Income Credit Advances		.00	
	Social Security - EE		2,512.88	
	Social Security - ER		2,512.86	
	Social Security Adj - EE		.00	
	Medicare - EE		587.69	
	Medicare - ER		587.69	
	Medicare Adj - EE		.00	
	Medicare Surtax - EE		.00	
	Medicare Surtax Adj - EE		.00	
	Federal Unemployment Tax		.00	
	FMLA-PSL Payments Credit		.00	
	FMLA-PSL ER FICA Credit		.00	
	FMLA-PSL Health Care Premium Credit		.00	
	Employee Retention Qualified Payments Credit		.00	
	Employee Retention Qualified Health Care Credit		.00	
	COBRA Premium Assistance Payments		.00	
	State Income Tax		.00	
	State Unemployment Insurance - EE		.00	
	State Unemployment Insurance - ER		.00	
	State Unemployment Insurance Adj - EE		.00	
	State Disability Insurance - EE		.00	
	State Disability Insurance - ER		.00	
	State Disability Insurance Adj - EE		.00	
	State Family Leave Insurance - EE		.00	
	State Family Leave Insurance - ER		.00	
	State Family Leave Insurance Adj - EE		.00	
	State Medical Leave Insurance - EE		.00	
	State Medical Leave Insurance - ER		.00	
	State Medical Leave Insurance Adj - EE		.00	
	State LTCare - EE		.00	
	Workers' Benefit Fund Assessment - EE		.00	
	Workers' Benefit Fund Assessment - ER		.00	
	Transit Tax - EE		.00	
	Local Income Tax		.00	
	School District Tax		.00	
	Total Taxes Debited	Acct. No. XXXXXX0249	Tran/ABA XXXXXXXXXX	9,216.96
Other Transfers	ADP Direct Deposit	Acct. No. XXXXXX0249	Tran/ABA XXXXXXXXXX	24,484.47
	ADP Check	Acct. No. XXXXXX0249	Tran/ABA XXXXXXXXXX	10,086.61
	Total Amount Debited From Your Accounts			43,788.04
Bank Debits and Other Liability	Adjustments/Prepay/Voids			184.24-
Taxes - Your Responsibility	None This Payroll			

Total Liability	
43,788.04	
43,603.80	
43,603.80	Includes Adjustments that are your responsibility

Net Pay	Checks	10,086.61	
	Direct Deposits	24,484.47	
	Subtotal Net Pay		34,571.08
	Adjustments	184.24-	
	Total Net Pay Liability (Net Cash)		34,386.84

Federal	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
	Federal Income Tax				3,015.84	
	Earned Income Credit Advances					
	Social Security				2,512.88	2,512.86
	Medicare				587.69	587.69
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal				6,116.41	3,100.55
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	Total Federal				6,116.41	3,100.55
	Total Taxes		.00	.00	6,116.41	3,100.55

Amount ADP Debited From Account XXXXXX0249 Tran/ABA XXXXXXXXXX 9,216.96

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	24,484.47
Transfers	ADP Check	10,086.61
	Amount ADP Debited From Account XXXXXX0249 Tran/ABA XXXXXXXXXX	34,571.08

28 Employee Transactions

Total Amount ADP Debited From Your Accounts 43,788.04

MARSHALL CREEK
Community Development District

Check Register

11/01/2023 - 12/31/2023

MARSHALL CREEK

Community Development District

**Payment Register by Fund
For the Period from 11/01/23 to 12/31/23
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
GENERAL FUND - 001								
001	1009	11/06/23	POOLSURE	131295618356	11/2023 POOL CHEMICALS	November 2023 - Pool Chemicals	546074-57205	\$1,949.56
001	1010	11/06/23	VILLAGE KEY & ALARM, INC.	348018	INTRUSION MONITORING 11/1-1/31/2024	Intrusion monitoring 11/1/23-1/31/24	155000	\$156.00
001	1011	11/07/23	ANDREW B RATLIFF	91623	11/10/2023 FALL FESTIVAL	11.10.23 Fall Festival	549052-57202	\$375.00
001	1012	11/07/23	BETH BREEDING, LLC	902	Commission 6% on Park Impact Fee Credit Sale - Bri	Impact Fee	369950	\$1,373.40
001	1012	11/07/23	BETH BREEDING, LLC	803	Commission 6% on Park Impact Fee Credit Sale - Rav	Impact fee	369950	\$308.92
001	1013	11/07/23	BRITTANY LYNN THAM	111023/01	FALL FESTIVAL 11/10/2023	Fall Festival 11.10.2023	549052-57202	\$650.00
001	1014	11/07/23	CINTAS CORP	8406488738	REPLENISH FIRST AID CABINET	Office Supplies	551002-57205	\$63.05
001	1015	11/07/23	COMCAST	175606504	ACCT# 963179979 SERVICE FOR 6/15-7/14/2023	5/15/23-6/14/23	541003-57205	\$214.55
001	1015	11/07/23	COMCAST	175606504	ACCT# 963179979 SERVICE FOR 6/15-7/14/2023	5/15/23-6/14/23	541003-57206	\$262.61
001	1015	11/07/23	COMCAST	175606504	ACCT# 963179979 SERVICE FOR 6/15-7/14/2023	5/15/23-6/14/23	546034-52901	\$242.58
001	1015	11/07/23	COMCAST	175606504	ACCT# 963179979 SERVICE FOR 6/15-7/14/2023	5/15/23-6/14/23	549921-53910	\$240.52
001	1015	11/07/23	COMCAST	182689421		08/15/23-9/14/23	541003-57205	\$238.29
001	1015	11/07/23	COMCAST	182689421		08/15/23-9/14/23	541003-57206	\$291.66
001	1015	11/07/23	COMCAST	182689421		08/15/23-9/14/23	546034-52901	\$269.42
001	1015	11/07/23	COMCAST	182689421		08/15/23-9/14/23	549921-53910	\$267.13
001	1015	11/07/23	COMCAST	185089040	ACCT# 963179979 10/15-11/14/2023	09/15/23-10/14/23	541003-57205	\$243.45
001	1015	11/07/23	COMCAST	185089040	ACCT# 963179979 10/15-11/14/2023	09/15/23-10/14/23	541003-57206	\$297.99
001	1015	11/07/23	COMCAST	185089040	ACCT# 963179979 10/15-11/14/2023	09/15/23-10/14/23	546034-52901	\$275.27
001	1015	11/07/23	COMCAST	185089040	ACCT# 963179979 10/15-11/14/2023	09/15/23-10/14/23	549921-53910	\$272.93
001	1016	11/07/23	CRN JAX LLC	0000716	SERVICE CALL IDRIVE SOFTWARE	ProfServ-Info Technology	531020-57205	\$150.00
001	1017	11/07/23	DARCY MILLER	103023	TENNIS LESSONS/CLINICS	PICKLEBALL CLINICS/LESSONS	512040-57206	\$32.00
001	1018	11/07/23	DIANE STOEVER	1110123	CLASSES 10/2-10/5/2023	Classes 10/2-10/5	512011-53910	\$240.00
001	1019	11/07/23	FEDEX	8-287-86858	SERVICE FOR 10/12/2023	postage	541006-51301	\$48.27
001	1019	11/07/23	FEDEX	8-295-01711	SERVICE FOR 10/12-10/16/2023	postage	541006-51301	\$42.17
001	1020	11/07/23	FIRST COAST FOAM PARTY LLC	2023-11-10-01	11/10/2023 FALL FESTIVAL	11.10.23 Fall Festival	549052-57202	\$1,000.00
001	1021	11/07/23	FLORIDA JANITOR & PAPER SUPPLY	365708	MAINT BUILDING JANITORIAL SUPPLIES	Op Supplies - General	552001-53902	\$554.80
001	1022	11/07/23	FLORIDA TRANSCOR, INC	ORD0024723	50 BAGS PAVEMENT REPAIR	R&M-Roads & Alleyways	546081-53901	\$925.00
001	1023	11/07/23	HEAD PENN/ RACQUET SPORTS	5193616953	STRING	COS - Start Up Inventory	552143-57206	\$407.30
001	1024	11/07/23	INFRAMARK, LLC	103645	10/2023 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,820.17
001	1024	11/07/23	INFRAMARK, LLC	103645	10/2023 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-57201	\$2,249.50
001	1025	11/07/23	INTEGRATED ACCESS SOLUTIONS LLC	0004186	LIGHT KIT FOR GATE REPAIRS	gate repairs	546034-52901	\$329.18
001	1026	11/07/23	JANA MCDANALD	103023	TENNIS LESSONS/ CLININCS	TENNIS LESSONS/CLINICS	512040-57206	\$3,002.25
001	1028	11/07/23	KRISTEN SIECH	20230578	11/10/2023 FALL FESTIVAL	11.10.23 Fall Festival	549052-57202	\$375.00
001	1029	11/07/23	L. WERNINCK & SONS, INC.	2310-551495	4X4 AND 2X2 BOARDWALK REPAIRS	boardwalk repairs	546009-53901	\$260.49
001	1030	11/07/23	LAKE AND POND REMEDIATION, INC	1646	11/2023 MONTHLY AQUATIC WEED CONTROL	11/2023	546042-53903	\$4,000.00
001	1031	11/07/23	LORINE CHROSNIAK	11102023	11/10/2023 FALL FESTIVAL	11.10.23 Fall Festival	549052-57202	\$375.00
001	1032	11/07/23	MCMaster-CARR SUPPLY CO.	16150672	MISC SUPPLIES	R&M-Equipment	546022-57202	\$76.85
001	1032	11/07/23	MCMaster-CARR SUPPLY CO.	16913239	SET SCREWS FOR STREET SIGNS	R&M-Signage	546085-53901	\$26.46
001	1033	11/07/23	MYRON GRUNBERG	103023	TENNIS LESSONS/CLINICS	TENNIS LESSONS CLINICS	512040-57206	\$3,019.50
001	1034	11/07/23	ROMULO PINE STRAW, INC	102723	7 TRAILERS OF PINE STRAW	R&M-Mulch	546059-53902	\$53,532.50
001	1035	11/07/23	SITEONE LANDSCAPE	135989624-001	IRRIGATION SUPPLIES	R&M-Irrigation	546041-53902	\$189.44
001	1035	11/07/23	SITEONE LANDSCAPE	133219038-001	OUTDOOR CONTROLLER	R&M-Irrigation	546041-53902	\$238.40
001	1035	11/07/23	SITEONE LANDSCAPE	132974383-002	IRRIGATION SUPPLIES	R&M-Irrigation	546041-53902	\$627.42
001	1035	11/07/23	SITEONE LANDSCAPE	133039808-001	LAWN WAND, EXPANSION MODULE 6 STATION	R&M-Irrigation	546041-53902	\$568.58
001	1035	11/07/23	SITEONE LANDSCAPE	133039808-001	LAWN WAND, EXPANSION MODULE 6 STATION	R&M-Grounds	546037-53902	\$112.59
001	1035	11/07/23	SITEONE LANDSCAPE	133570912-001	IRRIGATION REPAIR PARTS	Irrigation Repairs Parts	546041-53902	\$1,683.89
001	1036	11/07/23	SPORTS CORNER	9432	MERCHANDISE FOR PRO SHOP	COS - Start Up Inventory	552143-57206	\$280.00
001	1037	11/07/23	STEVEN RAUSCH II	103023	LES MILLS BODYBALANCE 10/21, 10/28/2023	Les Mills 10/21, 10/28	534111-57202	\$70.00
001	1038	11/08/23	JEFFREY C BELL	103123 A	FALL FESTIVAL DJ BALANCE	Special Events	549052-57202	\$2,000.00
001	1039	11/10/23	AFLAC	781458	10/2023 COVERAGE PERIOD	Payroll-Benefits	512010-57205	\$32.84
001	1039	11/10/23	AFLAC	781458	10/2023 COVERAGE PERIOD	Payroll-Benefits	512010-57206	\$37.44
001	1039	11/10/23	AFLAC	781458	10/2023 COVERAGE PERIOD	Payroll-Benefits	512010-53902	\$80.64
001	1040	11/10/23	CRISPIN ZINSMEISTER	1110123	CARDIO STEP 10/4/2023	Cardio Step 10/4/23	512011-53910	\$35.00
001	1041	11/10/23	DOWNEY'S JANITORIAL SUPPLIES	41-27209	MISC CLEANING SUPPLIES	R&M-General	546001-57206	\$159.20
001	1042	11/10/23	LEAF CAPITAL FUNDING LLC	15542826	BADGE SOFTWARE 11/2023	Subscriptions and Memberships	554001-57205	\$542.32
001	1043	11/10/23	NEIGHBORHOOD PUBLICATIONS	MCCDD0657	WEBSITE MAINT 11/2023	Printing and Binding	547001-53910	\$337.50
001	1043	11/10/23	NEIGHBORHOOD PUBLICATIONS	MCCDD0657	WEBSITE MAINT 11/2023	Advertising	548001-57205	\$168.75
001	1043	11/10/23	NEIGHBORHOOD PUBLICATIONS	MCCDD0657	WEBSITE MAINT 11/2023	Advertising	548001-57206	\$168.75
001	1044	11/10/23	ST. AUGUSTINE ELECTRIC MOTOR WORKS, INC	93405	COSTA BLANCA LIFT STATION MOTOR INSPECTION	R&M-Roads & Alleyways	546081-53901	\$110.00
001	1045	11/10/23	ST. JOHNS COUNTY UTILITY DEPT.	10192023-114653	ACCT# 514211-114653 9/19-10/19/2023	9/20-10/19/23	543021-53903	\$460.72

MARSHALL CREEK

Community Development District

**Payment Register by Fund
For the Period from 11/01/23 to 12/31/23
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL/ Account #	Amount Paid
001	1046	11/10/23	WESCO TURF SUPPLY INC.	41171913	MISC SUPPLIES	R&M-Equipment	546022-53902	\$111.72
001	1047	11/15/23	APRIL RAUSCH	110123	LES MILLS BODYPUMP 10/30 AND 11/1/2023	Les Mills 10/30 & 11/1	534111-57202	\$105.00
001	1047	11/15/23	APRIL RAUSCH	101823	LES MILLS 10/16 AND 10/18/2023	Les Mills 10/16 & 10/18	534111-57202	\$105.00
001	1047	11/15/23	APRIL RAUSCH	110823	LES MILLS 11/6 AND 11/8/2023	Les Mills 11/6 & 11/8	534111-57202	\$105.00
001	1049	11/15/23	KUTAK ROCK LLP	3309471	GENERAL COUNSEL OCT 2023	ProfServ-Legal Services	531023-51401	\$8,525.50
001	1050	11/15/23	SHERWIN-WILLIAMS CO.	4183-6	AMENITY CENTER POOL DECK WALLS	R&M-Buildings	546012-57205	\$557.80
001	1051	11/15/23	SITEONE LANDSCAPE	136204520-001	IRRIGATION SUPPLIES	R&M-Irrigation	546041-53902	\$341.36
001	1052	11/15/23	SPORTS CORNER	9519	CLOTHING FOR SALE, UNIFORMS	clothing for sale	552143-57206	\$175.45
001	1052	11/15/23	SPORTS CORNER	9519	CLOTHING FOR SALE, UNIFORMS	Uniforms	552028-57206	\$15.95
001	1053	11/15/23	STEPHANIE WHALEY	4282023	REIMB FOR CHECK THAT DID NOT CLEAR	First Aid Class	549059-57205	\$80.00
001	1054	11/15/23	UNITED RENTALS (NORTH AMERICA) INC	215821268-011	HANDICAP RENTAL THROUGH 10/17/2023	R&M-Boardwalks	546009-53901	\$150.00
001	1054	11/15/23	UNITED RENTALS (NORTH AMERICA) INC	215821268-012	HANDICAP RENTAL THROUGH 11/14/2023	R&M-Boardwalks	546009-53901	\$150.00
001	1055	11/15/23	VESTA PROPERTY SERVICES, INC	414432	11/2023 ONSITE MANAGEMENT FEES	ProfServ-Field Management	531016-53910	\$25,396.00
001	1056	11/15/23	ZACHARY SULLIVAN	13188	3 VACUUM CARTRIDGE FILTERS FOR SPLASH PAD	R&M-Pools	546074-57205	\$753.00
001	1057	11/20/23	ADP, INC.	646104825	BILLING PERIOD 10/15 AND 10/29/23	BILLING PERIOD 10/15/23 & 10/29/23	511001-51301	\$36.05
001	1057	11/20/23	ADP, INC.	646104825	BILLING PERIOD 10/15 AND 10/29/23	BILLING PERIOD 10/15/23 & 10/29/23	512010-53901	\$53.01
001	1057	11/20/23	ADP, INC.	646104825	BILLING PERIOD 10/15 AND 10/29/23	BILLING PERIOD 10/15/23 & 10/29/23	512010-53902	\$181.12
001	1057	11/20/23	ADP, INC.	646104825	BILLING PERIOD 10/15 AND 10/29/23	BILLING PERIOD 10/15/23 & 10/29/23	512010-57205	\$169.48
001	1057	11/20/23	ADP, INC.	646104825	BILLING PERIOD 10/15 AND 10/29/23	BILLING PERIOD 10/15/23 & 10/29/23	512010-57206	\$142.29
001	1057	11/20/23	ADP, INC.	646104825	BILLING PERIOD 10/15 AND 10/29/23	BILLING PERIOD 10/15/23 & 10/29/23	512010-52901	\$17.67
001	1057	11/20/23	ADP, INC.	646105385	BILLING PERIOD ENDING 10/9/23	BILLING PERIOD 10/9/23	511001-51301	\$17.98
001	1057	11/20/23	ADP, INC.	646105385	BILLING PERIOD ENDING 10/9/23	BILLING PERIOD 10/9/23	512010-53901	\$21.63
001	1057	11/20/23	ADP, INC.	646105385	BILLING PERIOD ENDING 10/9/23	BILLING PERIOD 10/9/23	512010-53902	\$97.11
001	1057	11/20/23	ADP, INC.	646105385	BILLING PERIOD ENDING 10/9/23	BILLING PERIOD 10/9/23	512010-57205	\$151.06
001	1057	11/20/23	ADP, INC.	646105385	BILLING PERIOD ENDING 10/9/23	BILLING PERIOD 10/9/23	512010-57206	\$64.74
001	1057	11/20/23	ADP, INC.	646105385	BILLING PERIOD ENDING 10/9/23	BILLING PERIOD 10/9/23	512010-52901	\$21.58
001	1058	11/20/23	BABOLAT VS NORTH AMERICA INC	2878292	RACQUETS FOR SALE	COS - Start Up Inventory	552143-57206	\$39.96
001	1058	11/20/23	BABOLAT VS NORTH AMERICA INC	2878291	RACQUETS FOR SALE	COS - Start Up Inventory	552143-57206	\$485.97
001	1059	11/20/23	HEAD PENN/ RACQUET SPORTS	5193618361	RACQUETS	COS - Start Up Inventory	552143-57206	\$84.90
001	1060	11/20/23	HEATHER REBELLA	10312023	6/1/23 SUB FOR CARDIO X	6/1 subb for Cardio X	512011-53910	\$25.00
001	1061	11/20/23	HIDDEN EYES LLC	734086	SERVICE 12/1-12/31/23	12/1-12/31/2023 SERVICES	534307-52901	\$10,477.42
001	1062	11/20/23	JUSTIN MOTLEY	266806236	INSTALL BREAKER, CONDUIT AND WIRING DEPOSIT	install breaker, conduit and wiring-Deposit	564001-57206	\$3,572.50
001	1066	11/20/23	MYRON GRUNBERG	111323	TENNIS LESSONS CLINICS	Payroll-Commission	512040-57206	\$3,029.25
001	1067	11/20/23	ST. JOHN'S SALES & SERVICE	102906	EQUIPMENT SUPPLIES	R&M-Equipment	546022-53902	\$39.95
001	1068	11/20/23	STEVEN RAUSCH II	11323	LES MILLS 11/4, 11/11, 11/13/23	Les Mills 11/4, 11/11, 11/13	534111-57202	\$140.00
001	1069	11/20/23	UHS PREMIUM BILLING	064912857187	BILLING PERIOD 12/1-12/31/23	12/1/23-12/31/23	155000	\$5,488.51
001	1070	11/20/23	VILLAGE KEY & ALARM, INC.	406297	TROUBLESHOOT FIRE ALARM MALFUNCTION	R&M-Buildings	546012-57205	\$562.50
001	1070	11/20/23	VILLAGE KEY & ALARM, INC.	406329	COMPLETE REPAIRS FOR FIRE ALARM SYSTEM	complete repairs for Fire Alarm System	546012-57205	\$399.38
001	1071	11/21/23	APRIL RAUSCH	111523	LES MILLS 11/15/2023	Les Mills 11/15	534111-57202	\$35.00
001	1072	11/21/23	CLUBSYSTEMS GROUP	SUP7137130	4TH QTR SUPPORT 2023	4th qtr support-2023	531020-57206	\$1,507.67
001	1072	11/21/23	CLUBSYSTEMS GROUP	SUP7137130	4TH QTR SUPPORT 2023	4th qtr support-2023	549016-53910	\$316.97
001	1073	11/21/23	DARCY MILLER	11132023	PICKLEBALL CLINICS/LESSONS	Payroll-Commission	512040-57206	\$428.00
001	1074	11/21/23	DOWLING DOUGLAS CO. INC.	088617	REPLACEMENT RIBBON FOR ACCESS CARD PRINTER	Office Supplies	551002-57205	\$50.00
001	1075	11/21/23	HOME DEPOT CREDIT SERVICES	646047	TILE REPAIR MORTAR WHITE	tile repair	546012-57205	\$10.57
001	1075	11/21/23	HOME DEPOT CREDIT SERVICES	3412462	WASP/HORNET SPRAY	Op Supplies - General	552001-57205	\$41.82
001	1076	11/21/23	JANA MCDANALD	11132023	TENNIS LESSONS/CLINICS	Payroll-Commission	512040-57206	\$4,958.25
001	1077	11/21/23	ODP BUSINESS SOLUTIONS, LLC	337674445001	OFFICE SUPPLIES	Office Supplies	551002-57206	\$69.32
001	1078	11/21/23	PUBLIC RISK INSURANCE AGENCY	14162231	POLICY# PK FL1 0064954 23-15 10/1-10/1/2024	Policy #PK FL1 0064954 22-14 10/01/2023-10/01/2024	545002-51301	\$36,051.50
001	1079	11/21/23	SANFORD & SON AUTO PARTS INC	816856	EQUIPMENT REPAIR PARTS	R&M-Equipment	546022-53902	\$224.28
001	1080	11/21/23	UNUM LIFE INSURANCE	11012023	COVERAGE PERIOD 11/1-11/30/2023	11/1/2023-11/30/2023	512010-53902	\$179.67
001	1080	11/21/23	UNUM LIFE INSURANCE	11012023	COVERAGE PERIOD 11/1-11/30/2023	11/1/2023-11/30/2023	512010-57205	\$19.15
001	1080	11/21/23	UNUM LIFE INSURANCE	11012023	COVERAGE PERIOD 11/1-11/30/2023	11/1/2023-11/30/2023	512010-57206	\$63.76
001	1080	11/21/23	UNUM LIFE INSURANCE	11012023	COVERAGE PERIOD 11/1-11/30/2023	11/1/2023-11/30/2023	512010-53901	\$33.33
001	1080	11/21/23	UNUM LIFE INSURANCE	11012023	COVERAGE PERIOD 11/1-11/30/2023	11/1/2023-11/30/2023	512010-52901	\$11.11
001	1081	11/27/23	AMY FOWLER	111423	FALL FESTIVAL SUPPORT	Special Events	549052-57202	\$120.00
001	1082	11/27/23	CA FLORIDA HOLDINGS, LLC	0005986323	10/13/2023 MARSHALL CREEK MEETING	Legal Advertising	548002-51301	\$74.80
001	1083	11/27/23	DEBOW'S APPLIANCE SERVICE	11232023	ICE MACHINE RENTAL 11/2023	November 2023 RENTAL	544003-57206	\$132.08
001	1084	11/27/23	ELIANA ROQUE	111823	11/18/2023 SENIOR STRENGTH	11/18 Senior strength	534111-57202	\$40.00
001	1085	11/27/23	FEDEX	8-316-45770	SERVICE FOR 11/2-11/8/2023	postage	541006-51301	\$73.49
001	1086	11/27/23	JESSICA BRYCE	101	GLITTER TATTOO ARTIST WINTER EVENT	Glitter Tattoo Artist-Winter Event	549052-57202	\$1,065.00
001	1087	11/27/23	JOE ALEXANDER	11142023	REIMBURSEMENT OF NON RESIDENT FEE	Reimbursement of Non-Resident Fee	348006	\$1,650.00
001	1088	11/27/23	PRINCIPAL LIFE INSURANCE COMPANY	10001-111623	PERIOD 12/1-12/31/2023	12/1/23-12/31/23	155000	\$358.02
001	1089	11/27/23	SPORTS CORNER	9473	VISORS FOR SALE	COS - Start Up Inventory	552143-57206	\$306.00

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001	1089	11/27/23	SPORTS CORNER	9436	CAPS/VISORS	COS - Start Up Inventory	552143-57206	\$295.00
001	1089	11/27/23	SPORTS CORNER	9436	CAPS/VISORS	Op Supplies - Uniforms	552028-57206	\$59.00
001	1090	11/27/23	UNITED RENTALS (NORTH AMERICA) INC	215821268-013	HANDICAP RENTAL THROUGH 12/12/2023	R&M-Boardwalks	546009-53901	\$150.00
001	1091	11/29/23	APRIL RAUSCH	112223	11/20 AND 11/22/2023 LES MILLS	11/20 & 11/22/23 Les Mills	534111-57202	\$105.00
001	1092	11/29/23	AT&T	10312023-1010	ACCT# 323611010	11/1-11/30/2023 - past due from Oct added	541003-57205	\$374.90
001	1093	11/29/23	BRITTANY LYNN THAM	120123/1	WINTER EVENT 12/1/2023	Winter Event 12/1.2023	549052-57202	\$350.00
001	1094	11/29/23	FIRST COAST FOAM PARTY LLC	2023-12-01-01	WINTER EVENT 12/1/2023	Winter Event 12.1.2023	549052-57202	\$400.00
001	1095	11/29/23	KEISHA MCCLOUD	0000128	WINTER HOLIDAY EVENT 12.1.2023	Winter Holiday Event 12.1.23	549052-57202	\$705.00
001	1096	11/29/23	KEITH AND LISA WHEELER	12012023-13	WINTER EVENT 12/1/2023	Winter Event 12.1.2023	549052-57202	\$2,220.00
001	1097	11/29/23	LORINE CHROSNIAK	12012023	WINTER EVENT 12/1/2023	Winter Event 12.1.2023	549052-57202	\$375.00
001	1098	11/29/23	MICHAEL A GIBERTI	6201	DJ WINTER EVENT 12/1/23	DJ Winter Event 12.1.23	549052-57202	\$500.00
001	1099	11/29/23	GAME TIME GAME TRUCK, LLC	5662 A	GAME TRUCK WINTER EVENT 12.1.23	Game Truck - Winter Event 12.1.23	549052-57202	\$1,703.00
001	1100	11/29/23	HOWARD FERTILIZER &	CMSCN-00036785	ROUNDUP QUICK PRO	R&M-Grounds	546037-53902	(\$946.32)
001	1100	11/29/23	HOWARD FERTILIZER &	CIN-000660641	FUSILADE	Howard Fertilizer	546037-53902	\$172.94
001	1100	11/29/23	HOWARD FERTILIZER &	CIN-000671681	HOWARD FERTILIZER	R&M-Grounds	546037-53902	\$1,465.96
001	1100	11/29/23	HOWARD FERTILIZER &	CIN-000674113	HOWARD FERTILIZER	R&M-Grounds	546037-53902	\$594.50
001	1101	12/11/23	COMCAST	185075209	ACCT# 963185024 10/15-11/14/2023	10/15/2023	541003-53902	\$322.35
001	1101	12/11/23	COMCAST	187496259	ACCT# 963185024 11/15-12/14/2023	11/15/2023	541003-53902	\$327.15
001	1101	12/11/23	COMCAST	182676835	ACCT# 963185024 9/15-10/14/2023	9/15/2023	541003-53902	\$320.09
001	1102	12/11/23	DARCY MILLER	112823	PICKLEBALL CLINICS/ LESSONS	112804-57206	512040-57206	\$64.00
001	1103	12/11/23	DOWNEY'S JANITORIAL SUPPLIES	41-27327	MISC CLEANING SUPPLIES	R&M-General	546001-57206	\$167.62
001	1104	12/11/23	FEDEX	8-323-60495	SERVICE FOR 11/8/2023	postage	541006-51301	\$20.95
001	1105	12/11/23	FLORIDA JANITOR & PAPER SUPPLY	366630	DOG STATION BAGS, LATEX GLOVES	Op Supplies - General	552001-53902	\$312.40
001	1105	12/11/23	FLORIDA JANITOR & PAPER SUPPLY	366630-1	DOG STATION BAGS	Op Supplies - General	552001-53902	\$257.40
001	1106	12/11/23	FPL	11.08.2023 CHECK	SERVICE FOR 10/10-11/8/2023	10/10/23-11/8/2023	543001-57205	\$2,150.70
001	1107	12/11/23	HOME DEPOT CREDIT SERVICES	10132023-6305	MISC SUPPLIES	Op Supplies - General	552001-53910	\$89.21
001	1107	12/11/23	HOME DEPOT CREDIT SERVICES	10132023-6305	MISC SUPPLIES	R&M-Irrigation	546041-53902	\$190.23
001	1108	12/11/23	HOWARD FERTILIZER &	CMSCN-000036785	ROUN	ROUNDUP QUICK PRO	546037-53902	(\$946.32)
001	1108	12/11/23	HOWARD FERTILIZER &	INV CMSCN-000036785	TO CORRECT DUPLICATE CREDIT MEMO	R&M-Grounds	546037-53902	\$946.32
001	1108	12/11/23	HOWARD FERTILIZER &	CIN-000647660	HOWARD FERTILIZER	R&M-Grounds	546037-53902	\$728.96
001	1108	12/11/23	HOWARD FERTILIZER &	CIN-000654393	HOWARD FERTILIZER	R&M-Grounds	546037-53902	\$628.58
001	1109	12/11/23	INFRAMARK, LLC	104848	11/2023 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,820.17
001	1109	12/11/23	INFRAMARK, LLC	104848	11/2023 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-57201	\$2,249.50
001	1109	12/11/23	INFRAMARK, LLC	105400	11/2023 Reimbursable Expenses	ReimbExp-November postage	541006-51301	\$63.00
001	1109	12/11/23	INFRAMARK, LLC	105400	11/2023 Reimbursable Expenses	ReimbExp-November copies	547001-51301	\$73.05
001	1109	12/11/23	INFRAMARK, LLC	105400	11/2023 Reimbursable Expenses	Agenda Books (4)	551002-51301	\$60.00
001	1110	12/11/23	JANA MCDANALD	112723	TENNIS LESSONS/ CLINICS	TENNIS LESSONS/CLINICS	512040-57206	\$309.00
001	1111	12/11/23	L. WERNINCK & SONS, INC.	2311-553959	SOPHIA TERRACE FENCE REPAIR	R&M-Roads & Alleyways	546081-53901	\$127.50
001	1112	12/11/23	MSC 7511	INV6650163	SERVICE FOR 10/26-11/25/2023	10/26-11/25/2023	551002-53902	\$43.99
001	1112	12/11/23	MSC 7511	INV6650163	SERVICE FOR 10/26-11/25/2023	10/26-11/25/2023	547001-53910	\$132.03
001	1112	12/11/23	MSC 7511	INV6650163	SERVICE FOR 10/26-11/25/2023	10/26-11/25/2023	551002-57205	\$43.99
001	1112	12/11/23	MSC 7511	INV6650163	SERVICE FOR 10/26-11/25/2023	10/26-11/25/2023	551002-57206	\$43.99
001	1113	12/11/23	MYRON GRUNBERG	112723	TENNIS LESSONS/ CLINICS	TENNIS LESSONS CLINICS	512040-57206	\$1,186.50
001	1114	12/11/23	PATRICIA SCOTT	102123	SENIOR FITNESS 10/21-11/15/2023	Senior Fitness 10/21-11/15	534111-57202	\$245.00
001	1115	12/11/23	POOLSURE	131295618869	12/2023 WATER MANAGEMENT	12/2023	546074-57205	\$1,949.56
001	1116	12/11/23	PROSSER	51310	GEN ENGINEERING SERVICES OCT 2023	ProfServ-Engineering	531013-51501	\$3,860.43
001	1117	12/11/23	QUADIENT FINANCE USA, INC	40215966	FINAL PAYMENT ON ACCOUNT	Postage and Freight	541006-53910	\$35.00
001	1118	12/11/23	ROMULO PINE STRAW, INC	112923	ANNUAL PINE STRAW	R&M-Mulch	546059-53902	\$7,647.50
001	1119	12/11/23	SAMANTHA ECKMAN	112123	PARTIAL REFUND NON-RESIDENT MEMBERSHIP	Tennis Membership	348006	\$1,575.00
001	1120	12/11/23	SANFORD & SON AUTO PARTS INC	815547	EQUIPMENT REPAIR PARTS	R&M-Equipment	546022-53902	\$36.95
001	1121	12/11/23	SITEONE LANDSCAPE	136711732-001	IRRIGATION SUPPLIES	R&M-Irrigation	546041-53902	\$230.14
001	1122	12/11/23	ST. JOHNS COUNTY UTILITY DEPT.	11192023-114653	ACCT# 514211-114653 10/19-11/14/2023	10/19/23-11/14/2023	543021-53903	\$570.09
001	1123	12/11/23	VILLAGE KEY & ALARM, INC.	348465	FIRE ALARM MONITORING 12/1-2/29/24	FIRE ALARM MONITORING 12/01/2023-02/29/2024	155000	\$109.50
001	1124	12/11/23	WATERMART INC	12152	SALT FOR SOFTENER, PM SERVICE	R&M-General	546001-57206	\$106.96
001	1125	12/11/23	ZACHARY SULLIVAN	112923	ADULT POOL COPING REPAIR	R&M-Pools	546074-57205	\$2,800.00
001	1126	12/12/23	AFLAC	078613	10/2023 COVERAGE PERIOD	11/2023 COVERAGE PERIOD	512010-57205	\$32.64
001	1126	12/12/23	AFLAC	078613	10/2023 COVERAGE PERIOD	Payroll-Benefits	512010-57206	\$37.44
001	1126	12/12/23	AFLAC	078613	10/2023 COVERAGE PERIOD	Payroll-Benefits	512010-53902	\$80.64
001	1127	12/12/23	AGROW PRO INC	1100177678	11/2023 MONTHLY LAWN MAINT	Contracts-Misc Labor	534025-53902	\$3,300.00
001	1127	12/12/23	AGROW PRO INC	17212	10/2023 MONTHLY LAWN MAINT	Contracts-Misc Labor	534025-53902	\$3,300.00
001	1127	12/12/23	AGROW PRO INC	17090	9/2023 MONTHLY LAWN MAINT	Contracts-Misc Labor	534025-53902	\$3,300.00
001	1128	12/12/23	APRIL RAUSCH	120223	LES MILLS 11/27, 11/29/2023	Les Mills 11/27, 29	534111-57202	\$105.00
001	1129	12/12/23	BRIGGS EQUIPMENT, INC	INV2792453	ROOF/TROOF MOULDING	R&M-Equipment	546022-53902	\$796.25

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001	1129	12/12/23	BRIGGS EQUIPMENT, INC	INV2757794	FILTER FUEL	R&M-Equipment	546022-53902	\$61.88
001	1130	12/12/23	COMCAST	187509356	ACCT# 963179979 9/15-10/14/2023	09/15/23-10/14/23	541003-57205	\$269.69
001	1130	12/12/23	COMCAST	187509356	ACCT# 963179979 9/15-10/14/2023	09/15/23-10/14/23	541003-57206	\$330.11
001	1130	12/12/23	COMCAST	187509356	ACCT# 963179979 9/15-10/14/2023	09/15/23-10/14/23	546034-52901	\$304.95
001	1130	12/12/23	COMCAST	187509356	ACCT# 963179979 9/15-10/14/2023	09/15/23-10/14/23	549921-53910	\$302.36
001	1131	12/12/23	DEBOW'S APPLIANCE SERVICE	120623	ICE MACHINE RETNAL 12/2023	December 2023 RENTAL	544003-57206	\$132.08
001	1132	12/12/23	DOWNEY'S JANITORIAL SUPPLIES	41-27388	CUPS	R&M-General	546001-57206	\$224.96
001	1134	12/12/23	FEDEX	8-331-29263	SERVICE FOR 11/17/23	postage	541006-51301	\$20.95
001	1135	12/12/23	HIDDEN EYES LLC	735107	1/1-1/31/2024 SERVICES	01/01-01/31/2024 SERVICES	534037-52901	\$10,477.42
001	1136	12/12/23	INFRAMARK, LLC	104999	10/2023 Reimbursable Expenditures	ReimbExp-October postage	541006-51301	\$113.40
001	1136	12/12/23	INFRAMARK, LLC	104999	10/2023 Reimbursable Expenditures	ReimbExp-October Copies	547701-51301	\$70.80
001	1136	12/12/23	INFRAMARK, LLC	104999	10/2023 Reimbursable Expenditures	ReimbExp-Agenda Books	551002-51301	\$60.00
001	1136	12/12/23	INFRAMARK, LLC	104999	10/2023 Reimbursable Expenditures	FY2023 Dissemination Services	531012-51301	\$3,000.00
001	1136	12/12/23	INFRAMARK, LLC	104999	10/2023 Reimbursable Expenditures	Credit for 9 agenda books error	115000	\$135.00
001	1137	12/12/23	K-SWISS INC	99647286	SHOES FOR SALE	COS - Start Up Inventory	552143-57206	\$403.57
001	1138	12/12/23	LAKE AND POND REMEDIATION, INC	1688	12/2023 AQUATIC WEED CONTROL SERVICE	12/2023	546042-53903	\$4,000.00
001	1139	12/12/23	LAURA CORREA	120923	ZUMBA GOLD SUB 12/9/2023	Contracts-Outside Fitness	534111-57202	\$35.00
001	1140	12/12/23	MEDICAL EXPRESS CORPORATION	202017584	DRUG SCREENING HUFFMAN, PACE-BALZAN, NOEL, LOPEZ,	huffman	512010-53902	\$54.00
001	1140	12/12/23	MEDICAL EXPRESS CORPORATION	202017584	DRUG SCREENING HUFFMAN, PACE-BALZAN, NOEL, LOPEZ,	pace-balzan, noel, lopez, brooks, fowler	512010-53901	\$27.00
001	1141	12/12/23	NEIGHBORHOOD PUBLICATIONS	MCCDD0658	WEBSITE MAINT 12/2023	Printing and Binding	547001-53910	\$405.00
001	1141	12/12/23	NEIGHBORHOOD PUBLICATIONS	MCCDD0658	WEBSITE MAINT 12/2023	Advertising	548001-57205	\$202.50
001	1141	12/12/23	NEIGHBORHOOD PUBLICATIONS	MCCDD0658	WEBSITE MAINT 12/2023	Advertising	548001-57206	\$202.50
001	1142	12/12/23	ODP BUSINESS SOLUTIONS, LLC	343411546001	MISC OFFICE SUPPLIES	Office Supplies	551002-57206	\$69.39
001	1143	12/12/23	SITEONE LANDSCAPE	136945103-001	IRRIGATION SUPPLIES	R&M-Irrigation	546041-53902	\$390.00
001	1144	12/12/23	SPORTS CORNER	9741	SPORT TEK SHIRTS	COS - Start Up Inventory	552143-57206	\$143.55
001	1144	12/12/23	SPORTS CORNER	9741	SPORT TEK SHIRTS	Op Supplies - Uniforms	552028-57206	\$47.85
001	1145	12/12/23	ST. JOHN'S SALES & SERVICE	103015	EQUIPMENT SUPPLIES	R&M-Equipment	546022-53902	\$226.22
001	1146	12/12/23	STEVEN RAUSCH II	120623	LES MILLS 11/18, 11/25, 12/2, 12/6/2023	Les Mills 11/18, 11/25, 12/2, 12/6	534111-57202	\$140.00
001	1147	12/12/23	TAYLOR CORPORATION	INV13663986	1 YEAR POSTER GUARD	Op Supplies - General	552001-57205	\$89.99
001	1147	12/12/23	TAYLOR CORPORATION	INV13663985	1 YEAR POSTER GUARD	Op Supplies - General	552001-57206	\$89.99
001	1148	12/12/23	U.S. BANK	7129062	SERIES 2002 1/1-11/20/2023	ProfServ-Trustee Fees	531045-51301	\$30.00
001	1148	12/12/23	U.S. BANK	7129062	SERIES 2002 1/1-11/20/2023	ProfServ-Trustee Fees	531045-51301	\$90.00
001	1149	12/12/23	WESCO TURF SUPPLY INC.	41176069	MISC SUPPLIES	R&M-Equipment	546022-53902	\$274.42
001	1149	12/12/23	WESCO TURF SUPPLY INC.	41177289	MISC SUPPLIES	R&M-Equipment	546022-53902	\$28.40
001	1150	12/12/23	WILLIAMS' PLANT NURSERY	137822	CAPE MYRTLE REPLACEMENT	Crape Myrtle Replacement	563023-53902	\$275.00
001	1151	12/14/23	ADP, INC.	648568090	BILLING PERIOD 12/8/2023	BILLING PERIOD 12/8/23	511001-51301	\$35.68
001	1151	12/14/23	ADP, INC.	648568090	BILLING PERIOD 12/8/2023	BILLING PERIOD 12/8/23	512010-53901	\$55.30
001	1151	12/14/23	ADP, INC.	648568090	BILLING PERIOD 12/8/2023	BILLING PERIOD 12/8/23	512010-53902	\$183.92
001	1151	12/14/23	ADP, INC.	648568090	BILLING PERIOD 12/8/2023	BILLING PERIOD 12/8/23	512010-57205	\$124.30
001	1151	12/14/23	ADP, INC.	648568090	BILLING PERIOD 12/8/2023	BILLING PERIOD 12/8/23	512010-57206	\$131.32
001	1151	12/14/23	ADP, INC.	648568090	BILLING PERIOD 12/8/2023	BILLING PERIOD 12/8/23	512010-52901	\$19.10
001	1151	12/14/23	ADP, INC.	648568726	BILLING PERIOD 12/8/2023	BILLING PERIOD 12/8/23	511001-51301	\$30.79
001	1151	12/14/23	ADP, INC.	648568726	BILLING PERIOD 12/8/2023	BILLING PERIOD 12/8/23	512010-53901	\$37.03
001	1151	12/14/23	ADP, INC.	648568726	BILLING PERIOD 12/8/2023	BILLING PERIOD 12/8/23	512010-53902	\$166.27
001	1151	12/14/23	ADP, INC.	648568726	BILLING PERIOD 12/8/2023	BILLING PERIOD 12/8/23	512010-57205	\$258.63
001	1151	12/14/23	ADP, INC.	648568726	BILLING PERIOD 12/8/2023	BILLING PERIOD 12/8/23	512010-57206	\$110.84
001	1151	12/14/23	ADP, INC.	648568726	BILLING PERIOD 12/8/2023	BILLING PERIOD 12/8/23	512010-52901	\$36.94
001	1152	12/14/23	APRIL RAUSCH	120923	LES MILLS 12/4, 12/9/2023	Les Mills 12/4, 12/9	534111-57202	\$105.00
001	1153	12/14/23	CRISPIN ZINSMEISTER	12012023	11/2023 CLASSES	Nov 2023	534111-57202	\$455.00
001	1154	12/14/23	FEDEX	8-337-07206	SERVICE FOR 11/29/2023	postage	541006-51301	\$25.42
001	1155	12/14/23	JANA MCDANALD	121123	TENNIS LESSONS/CLINICS	Payroll-Commission	512040-57206	\$3,376.50
001	1156	12/14/23	MYRON GRUNBERG	121123	TENNIS LESSONS/CLININCS	TENNIS LESSONS CLINICS	512040-57206	\$3,412.50
001	1158	12/22/23	KUTAK ROCK LLP	3325445	GENERAL COUNSEL NOV 2023	ProfServ-Legal Services	531023-51401	\$6,119.00
001	1159	12/28/23	AMTEC	6683-10-23	SPECIAL ASSESSMENT BONDS SERIES 2016	SPECIAL ASSESSMENT BOND SERIES 2015A	531002-51301	\$600.00
001	1160	12/28/23	APRIL RAUSCH	121323	LES MILLS 12/11, 12/13/2023	Les Mills 12/11, 12/13	534111-57202	\$105.00
001	1161	12/28/23	AT&T	11302023-1010	ACCT# 323611010 12/1-12/31/2023	12/1-12/31/2023	541003-57205	\$222.12
001	1162	12/28/23	COMCAST	189918829	SERVICE 12/15-1/14/2024	12/15/23	541003-53902	\$647.40
001	1163	12/28/23	GLOBAL TURF EQUIPMENT SALES & RENTALS	251111	REPLACEMENT UTILITY CART FOR ENGINEERING	Cap Outlay-Machinery and Equip	564001-53901	\$20,889.00
001	1164	12/28/23	GOLDEN, JEFF	121823	USPTA DUES	Subscriptions and Memberships	554001-57206	\$325.00
001	1165	12/28/23	GRAINGER	9924501852	15 AMP FUSES	R&M-Irrigation	546041-53902	\$58.34
001	1166	12/28/23	HEAD PENN/ RACQUET SPORTS	5193634734	RACQUETS	COS - Start Up Inventory	552143-57206	\$315.84
001	1166	12/28/23	HEAD PENN/ RACQUET SPORTS	5193634734	RACQUETS	Teaching Supplies	551009-57206	\$719.28
001	1167	12/28/23	LEAF CAPITAL FUNDING LLC	15691561	BADGE SOFTWARE 11/2023	Subscriptions and Memberships	554001-57205	\$542.32

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001	1168	12/28/23	PRINCIPAL LIFE INSURANCE COMPANY	12172023	BILLING PERIOD 1/1-1/31/2024	01/01/2024-01/31/2024	155000	\$382.63
001	1169	12/28/23	PROSSER	51507	GEN ENGINEERING SERVICES NOV 2023	ProfServ-Engineering	531013-51501	\$4,039.96
001	1170	12/28/23	SITONE LANDSCAPE	137077964-001	ANNUAL PINE STRAW	R&M-Mulch	546059-53902	\$595.05
001	1170	12/28/23	SITONE LANDSCAPE	137190736-001	PINE STRAW SLASH NEEDLE BALE	Annual Pine Straw	546059-53902	\$790.05
001	1171	12/28/23	UHS PREMIUM BILLING	064910407076	COVERAGE PERIOD 1/1/24-1/31/2024	1/1/23-1/31/2023	155000	\$6,579.99
001	1171	12/28/23	UHS PREMIUM BILLING	064913598762	COVERAGE PERIOD 1/1/23-1/31/2023	1/1/23-1/31/2023	155000	\$6,034.25
001	1172	12/28/23	UNITED RENTALS (NORTH AMERICA) INC	215821268-014	HANDICAP RENTAL THROUGH 1/9/2024	HANDICAP RENTAL THROUGH 01/09/2024	546009-53901	\$150.00
001	1173	12/28/23	UNUM LIFE INSURANCE	0011-DEC	SERVICE FOR 12/1-12/31/2023	12/01/2023-12/31/2023	512010-53902	\$153.83
001	1173	12/28/23	UNUM LIFE INSURANCE	0011-DEC	SERVICE FOR 12/1-12/31/2023	12/01/2023-12/31/2023	512010-57205	\$17.09
001	1173	12/28/23	UNUM LIFE INSURANCE	0011-DEC	SERVICE FOR 12/1-12/31/2023	12/01/2023-12/31/2023	512010-57206	\$68.36
001	1173	12/28/23	UNUM LIFE INSURANCE	0011-DEC	SERVICE FOR 12/1-12/31/2023	12/01/2023-12/31/2023	512010-52901	\$8.55
001	1173	12/28/23	UNUM LIFE INSURANCE	0011-DEC	SERVICE FOR 12/1-12/31/2023	12/01/2023-12/31/2023	512010-53901	\$25.63
001	1174	12/28/23	WESCO TURF SUPPLY INC.	41178304	MISC SUPPLIES	R&M-Equipment	546022-53902	\$98.71
001	16216	11/20/23	MARSHALL CREEK CDD	110923	REPLENISH FUNDS IN VALLEY	Cash with Fiscal Agent	103000	\$36,500.00
001	DD334	11/02/23	COMCAST -ACH	10112023-9430 ACH	ACCT# 8495743101259430 10/15-11/14/2023	10/15/23-11/14/23	546034-52901	\$203.70
001	DD335	11/02/23	COMCAST -ACH	10112023-2201 ACH	ACCT# 8495743101272201 10/15-11/14/2023	10/15/23-11/14/23	546034-52901	\$211.92
001	DD336	11/02/23	COMCAST -ACH	10112023-4033 ACH	ACCT# 8495743101274033 10/15-11/14/2023	10/15/23-11/14/23	543003-57206	\$277.10
001	DD337	11/02/23	COMCAST -ACH	10112023-9406 ACH	ACCT# 8495743101259406 10/15-11/14/2023	10/15/23-11/14/23	543003-53902	\$195.75
001	DD341	11/02/23	COMCAST -ACH	10112023-3316 ACH	ACCT# 8495743101273316 10/15-11/14/2023	9/15/23-10/14/23	541003-57205	\$198.06
001	DD341	11/02/23	COMCAST -ACH	10112023-3316 ACH	ACCT# 8495743101273316 10/15-11/14/2023	9/15/23-10/14/23	543003-57205	\$294.97
001	DD348	11/02/23	GATE FUEL SERVICE-ACH	5872176 ACH	FUEL 10/26/2023	10/26/2023	552030-53902	\$1,453.82
001	DD349	12/02/23	COMCAST -ACH	11112023-3316 ACH	ACCT# 8495743101273316 11/15-12/14/23	Nov 15, 2023-Dec 14, 2023	541003-57205	\$126.11
001	DD349	12/02/23	COMCAST -ACH	11112023-3316 ACH	ACCT# 8495743101273316 11/15-12/14/23	Nov 15, 2023-Dec 14, 2023	543003-57205	\$188.49
001	DD350	11/01/23	AT&T	10566-100221 ACH	ACCT# 9045990230210566 SVC 10/02-11/01	Oct 2 - Nov 1	541003-57205	\$23.36
001	DD351	12/02/23	COMCAST -ACH	11112023-4033 ACH	ACCT# 84957431012774033 11/15-12/14/23	Nov 15, 2023-Dec 14, 2023	543003-57206	\$277.10
001	DD352	12/02/23	COMCAST -ACH	11112023-2201 ACH	ACCT# 8495743101277201 11/15-12/14/23	Nov 15, 2023-Dec 14, 2023	546034-52901	\$211.92
001	DD353	12/02/23	COMCAST -ACH	11112023-9430 ACH	ACCT# 8495743101259430 11/15-12/14/23	Nov 15, 2023-Dec 14, 2023	546034-52901	\$203.70
001	DD354	12/02/23	COMCAST -ACH	11112023-9406 ACH	ACCT#8495743101259406 11/15-12/14/23	Nov 14, 2023-Dec 14, 2023	543003-53902	\$195.75
001	DD355	11/21/23	FPL	11.08.2023 ACH	SERVICE FOR 10/10-11/8/2023	9/9/23-10/10/23	543013-53903	\$947.18
001	DD355	11/21/23	FPL	11.08.2023 ACH	SERVICE FOR 10/10-11/8/2023	9/9/23-10/10/23	543001-57205	\$1,397.49
001	DD355	11/21/23	FPL	11.08.2023 ACH	SERVICE FOR 10/10-11/8/2023	9/9/23-10/10/23	543006-57206	\$1,108.17
001	DD355	11/21/23	FPL	11.08.2023 ACH	SERVICE FOR 10/10-11/8/2023	9/9/23-10/10/23	546034-52901	\$82.61
001	DD355	11/21/23	FPL	11.08.2023 ACH	SERVICE FOR 10/10-11/8/2023	9/9/23-10/10/23	543006-53902	\$351.31
001	DD356	11/20/23	FPL	11.6.2023 ACH	SERVICE FOR 10/6-11/6/2023	10/6/23-11/6/23	543013-53903	\$7,432.97
001	DD356	11/20/23	FPL	11.6.2023 ACH	SERVICE FOR 10/6-11/6/2023	10/6/23-11/6/23	546034-52901	\$61.25
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	Impr - Landscape	563023-53902	\$3,025.17
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	Utility - Refuse Removal	543020-53902	\$1,038.29
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	R&M-Air Conditioning	546004-57202	\$106.26
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	Op Supplies - General	552001-53910	\$457.75
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	R&M-Equipment	546022-53902	\$401.69
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	R&M-Roads & Alleyways	546081-53901	\$1,193.71
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	R&M-Irrigation	546041-53902	\$317.63
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	R&M-Pools	546074-57205	\$109.79
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	R&M-Fountain	546032-53901	\$57.62
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	Op Supplies - General	552001-53902	\$154.09
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	R&M-Electrical	546020-53901	\$189.45
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	R&M-Signage	546085-53901	\$247.80
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	Op Supplies - General	552001-53901	\$9.35
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	R&M-Buildings	546012-57205	\$429.95
001	DD358	11/06/23	ELAN FINANCIAL SERVICES	10132023-2023 ACH	PURCHASES FOR 9/18-10/12/2023	R&M-Sidewalks	546084-53901	\$248.51
001	DD359	11/17/23	ELAN FINANCIAL SERVICES	10182023	PURCHASES FOR 10/16-10/18/2023	Subscriptions and Memberships	554001-57205	\$28.95
001	DD359	11/17/23	ELAN FINANCIAL SERVICES	10182023	PURCHASES FOR 10/16-10/18/2023	Misc-Employee Meals	549015-53902	\$265.01
001	DD360	11/17/23	ELAN FINANCIAL SERVICES	11172023 ACH	PURCHASES FOR 10/19-11/4/2023	R&M-Gate	546034-52901	\$49.00
001	DD360	11/17/23	ELAN FINANCIAL SERVICES	11172023 ACH	PURCHASES FOR 10/19-11/4/2023	Misc-Employee Meals	549015-57205	\$108.26
001	DD360	11/17/23	ELAN FINANCIAL SERVICES	11172023 ACH	PURCHASES FOR 10/19-11/4/2023	Misc-Special Events	549052-57202	\$1,279.44
001	DD360	11/17/23	ELAN FINANCIAL SERVICES	11172023 ACH	PURCHASES FOR 10/19-11/4/2023	Cap Outlay-Clubhouse	564061-57202	\$977.00
001	DD360	11/17/23	ELAN FINANCIAL SERVICES	11172023 ACH	PURCHASES FOR 10/19-11/4/2023	Cleaning Supplies	551003-57205	\$82.40
001	DD360	11/17/23	ELAN FINANCIAL SERVICES	11172023 ACH	PURCHASES FOR 10/19-11/4/2023	Office Supplies	551002-57205	\$71.34
001	DD360	11/17/23	ELAN FINANCIAL SERVICES	11172023 ACH	PURCHASES FOR 10/19-11/4/2023	Subscriptions and Memberships	554001-57205	\$28.95
001	DD361	12/19/23	FPL	12.05.2023 ACH	SERVICE FOR 11/6-12/5/2023	11/6-12/5/2023	543013-53903	\$7,231.59
001	DD361	12/19/23	FPL	12.05.2023 ACH	SERVICE FOR 11/6-12/5/2023	11/6-12/5/2023	546034-52901	\$56.19
001	DD363	12/19/23	FPL	12.07.2023 ACH	SERVICE FOR 11/8-12/7/2023	Electricity - Streetlighting	543013-53903	\$900.42
001	DD363	12/19/23	FPL	12.07.2023 ACH	SERVICE FOR 11/8-12/7/2023	Utility - General	543001-57205	\$5,665.78

MARSHALL CREEK

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001	DD363	12/19/23	FPL	12.07.2023 ACH	SERVICE FOR 11/8-12/7/2023	Electricity - General	543006-57206	\$1,425.59
001	DD363	12/19/23	FPL	12.07.2023 ACH	SERVICE FOR 11/8-12/7/2023	R&M-Gate	546034-53902	\$79.92
001	DD363	12/19/23	FPL	CM12.07.2023 ACH	INVOICE SHOULD HAVE BEEN PAID WITH CHECK	Utility - General	543001-57205	(\$4,301.40)
001	DD713	11/03/23	ROLLKALL TECHNOLOGIES, LLC	568569 ACH	OFF DUTY ROVING PATROL THOMAS EVANS 10/31/2023	10/31/23	534099-52901	\$346.50
001	DD714	11/03/23	ROLLKALL TECHNOLOGIES, LLC	568811 ACH	OFF DUTY ROVING PATROL GARY PERNA 11/1/2023	11/1/23	534099-52901	\$231.00
001	DD715	11/03/23	ROLLKALL TECHNOLOGIES, LLC	572199	OFF DUTY ROVING PATROL GARY PERNA 11/5/2023	11/5/23	534099-52901	\$231.00
001	DD716	11/01/23	ROLLKALL TECHNOLOGIES, LLC	559855-ACH	ROVING PATROL STEVEN LAY 10/20/2023	10/20/23	534099-52901	\$231.00
001	DD717	11/01/23	ROLLKALL TECHNOLOGIES, LLC	562311-ACH	OFF DUTY ROVING PATROL ANTHONY SOLIS 10/23/2023	10/23/23	534099-52901	\$231.00
001	DD718	11/01/23	ROLLKALL TECHNOLOGIES, LLC	558204	ROVING PATROL GARY PERNA 10/18/2023	10/18/23	534099-52901	\$225.22
001	DD719	11/01/23	ROLLKALL TECHNOLOGIES, LLC	554066-ACH	ROVING PATROL 10/13/2023 JEREMY BANKS	10/13/23	534099-52901	\$173.25
001	DD720	11/01/23	ROLLKALL TECHNOLOGIES, LLC	558566	ROVING PATROL GARY PERNA 10/19/2023	10/19/23	534099-52901	\$173.25
001	DD721	11/01/23	ROLLKALL TECHNOLOGIES, LLC	567052 ACH	OFF DUTY ROVING PATROL SHELDON YORK 10/29/2023	10/29/23	534099-52901	\$231.00
001	DD722	11/01/23	ROLLKALL TECHNOLOGIES, LLC	567223	ROVING PATROL GARY PERNA 10/30/2023	10/30/23	534099-52901	\$173.25
001	DD723	11/22/23	ROLLKALL TECHNOLOGIES, LLC	583273	OFF DUTY ROVING PATROL GARY PERNA 11/20/2023	11/20/23	534099-52901	\$173.25
001	DD724	11/01/23	ROLLKALL TECHNOLOGIES, LLC	566217 ACH	OFF DUTY ROVING PATROL ANTHONY SOLIS 10/28/2023	10/28/23	534099-52901	\$231.00
001	DD725	11/01/23	ROLLKALL TECHNOLOGIES, LLC	565320 ACH	OFF DUTY ROVING PATROL GARY PERNA 10/27/2023	10/27/23	534099-52901	\$231.00
001	DD726	11/06/23	ROLLKALL TECHNOLOGIES, LLC	571598	OFF DUTY ROVING PATROL JAYDE HAND 11/4/2023	11/4/23	534099-52901	\$231.00
001	DD727	11/03/23	ROLLKALL TECHNOLOGIES, LLC	570657	OFF DUTY ROVING PATROL GARY PERNA 11/3/2023	11/3/23	534099-52901	\$231.00
001	DD728	11/08/23	ROLLKALL TECHNOLOGIES, LLC	574382	OFF DUTY ROVING PATROL GARY PERNA 11/8/23	11/8/23	534099-52901	\$231.00
001	DD729	11/08/23	ROLLKALL TECHNOLOGIES, LLC	573746	OFF DUTY ROVING PATROL SAMUEL DELUCCA 11/7/23	11/7/23	534099-52901	\$173.25
001	DD730	11/12/23	ROLLKALL TECHNOLOGIES, LLC	576794 ACH	OFF DUTY ROVING PATROL SAMUEL DELUCCA 11/11/23	11/11/23	534099-52901	\$173.25
001	DD731	11/11/23	ROLLKALL TECHNOLOGIES, LLC	575965 ACH	OFF DUTY ROVING PATROL GARY PERNA 11/10/23	11/10/23	534099-52901	\$231.00
001	DD732	11/11/23	ROLLKALL TECHNOLOGIES, LLC	575976 ACH	OFF DUTY ROVING PATROL JOHN CARLO DE LEON 11/10/23	11/10/23	534099-52901	\$231.00
001	DD733	11/15/23	ROLLKALL TECHNOLOGIES, LLC	579098	OFF DUTY ROVING PATROL JOHN CARLO DE LEON 11/14/20	11/14/23	534099-52901	\$194.62
001	DD734	11/16/23	ROLLKALL TECHNOLOGIES, LLC	580521	OFF DUTY ROVING PATROL 11/16/2023 ANTHONY SOLIS	11/16/23	534099-52901	\$231.00
001	DD735	11/20/23	ST. JOHNS COUNTY UTILITY DEPT.	10192023-101723 ACH	ACCT# 514213-01723 9/19-10/19/2023	9/19-10/19/2023	546034-52901	\$31.80
001	DD736	11/20/23	ST. JOHNS COUNTY UTILITY DEPT.	10192023-121119 ACH	ACCT# 514214-121119 9/16-10/15/2023	9/19-10/16/2023	543021-57206	\$113.99
001	DD737	11/20/23	ST. JOHNS COUNTY UTILITY DEPT.	10192023-133660 ACH	ACCT# 514213-133660 9/19-10/19/2023	9/19-10/19/2023	543021-53902	\$211.07
001	DD738	11/20/23	ST. JOHNS COUNTY UTILITY DEPT.	10192023-104785 ACH	ACCT# 514213-104785 9/19-10/19/2023	9/19-10/19/2023	543001-57205	\$610.39
001	DD739	12/19/23	ST. JOHNS COUNTY UTILITY DEPT.	11192023-101723 ACH	ACCT# 514213-101723 10/19-11/16/2023	10/19/2023-11/16/2023	546034-52901	\$32.83
001	DD740	12/19/23	ST. JOHNS COUNTY UTILITY DEPT.	11192023-133660 ACH	ACCT# 514213-133660 10/19-11/16/2023	10/19/2023-11/16/2023	543021-53902	\$267.00
001	DD741	12/19/23	ST. JOHNS COUNTY UTILITY DEPT.	11192023-126261 ACH	ACCT# 532033-126261 10/19-11/16/2023	10/19/2023-11/16/2023	546034-52901	\$32.64
001	DD742	12/19/23	ST. JOHNS COUNTY UTILITY DEPT.	11192023-104785 ACH	ACCT# 514213-104785 10/19-11/16/2023	10/19/2023-11/16/2023	543001-57205	\$669.56
001	DD743	12/19/23	ST. JOHNS COUNTY UTILITY DEPT.	11192023-121119	ACCT# 514214-121119 10/19-11/16/2023	10/19/2023-11/16/2023	543021-57206	\$115.99
001	DD744	12/19/23	ST. JOHNS COUNTY UTILITY DEPT.	11192023-114659 ACH	ACCT# 514215-114659 10/19-11/19/2023	10-19-23-11/16/2023	543001-57205	\$432.23
001	DD745	11/20/23	ST. JOHNS COUNTY UTILITY DEPT.	10192023-126261 ACH	ACCT#532033-126261 9/19-10/19/2023	9/19-10/19/2023	546034-52901	\$31.62
001	DD746	11/03/23	ROLLKALL TECHNOLOGIES, LLC	563330 ACH	OFF DUTY ROVING PATROL GARY PERNA 10/25/23	10/25/23	534099-52901	\$174.40
001	DD747	12/29/23	ROLLKALL TECHNOLOGIES, LLC	584558 ACH	OFF DUTY ROVING PATROL 11/22/2023 GABE BAGBY	11/22/23	534099-52901	\$231.00
001	DD748	12/30/23	ROLLKALL TECHNOLOGIES, LLC	585460 ACH	OFF DUTY ROVING PATROL 11/24/2023 BRANDON HETZLER	11/24/23	534099-52901	\$231.00
001	DD749	12/01/23	ROLLKALL TECHNOLOGIES, LLC	586672 ACH	OFF DUTY ROVING PATROL 11/25/2023 GABE BAGBY	11/25/23	534099-52901	\$231.00
001	DD750	12/05/23	ROLLKALL TECHNOLOGIES, LLC	587559 ACH	OFF DUTY ROVING PATROL GARY PERNA 11/27/2023	11/27/23	534099-52901	\$173.25
001	DD751	12/05/23	ROLLKALL TECHNOLOGIES, LLC	586907 ACH	OFF DUTY ROVING PATROL 11/26/2023 GARY PERNA	11/26/2023	534099-52901	\$231.00
001	DD752	12/05/23	ROLLKALL TECHNOLOGIES, LLC	589543 ACH	OFF DUTY ROVING PATROL BRANDON HETZLER 11/29/2023	11/29/2023	534099-52901	\$231.00
001	DD753	12/06/23	REPUBLIC SERVICES OF FL, L.P	0687-001376739-ACH	SERVICE FOR 11/1-11/30/2023	11/1-11/30/2023	543021-57206	\$220.04
001	DD753	12/06/23	REPUBLIC SERVICES OF FL, L.P	0687-001376739-ACH	SERVICE FOR 11/1-11/30/2023	11/1-11/30/2023	543020-57205	\$220.05
001	DD754	12/08/23	ROLLKALL TECHNOLOGIES, LLC	592015 ACH	OFF DUTY ROVING PATROL DAVID VEREEN 12/2/2023	12/2/2023	534099-52901	\$231.00
001	DD755	12/08/23	ROLLKALL TECHNOLOGIES, LLC	593529 ACH	OFF DUTY ROVING PATROL GARY PERNA 12/4/2023	12/4/2023	534099-52901	\$231.00
001	DD756	12/08/23	ROLLKALL TECHNOLOGIES, LLC	591394 ACH	OFF DUTY ROVING PATROL 12/1/2023 SAMUEL WAMPLER	12/1/2023	534099-52901	\$285.86
001	DD757	12/08/23	ROLLKALL TECHNOLOGIES, LLC	591398 ACH	OFF DUTY ROVING PATROL GARY PERNA 12/1/2023	12/1/2023	534099-52901	\$288.75
001	DD758	12/08/23	ROLLKALL TECHNOLOGIES, LLC	590643		11/30/2023	534099-52901	\$173.25
001	DD759	12/08/23	ROLLKALL TECHNOLOGIES, LLC	591422 ACH	OFF DUTY ROVING PATROL JEREMY MANDILE 12/1/2023	12/1/2023	534099-52901	\$317.62
001	DD760	12/08/23	ROLLKALL TECHNOLOGIES, LLC	595594 ACH	OFF DUTY ROVING PATROL GARY PERNA 12/6/2023	12/6/2023	534099-52901	\$231.00
001	DD761	12/15/23	ROLLKALL TECHNOLOGIES, LLC	594846 ACH	OFF DUTY ROVING PATROL PATRICK WARWIN 12/5/2023	12/5/2023	534099-52901	\$173.25
001	DD762	12/15/23	ROLLKALL TECHNOLOGIES, LLC	598538 ACH	OFF DUTY ROVING PATROL PATRICK WARWIN 12/9/2023	12/9/23	534099-52901	\$231.00
001	DD763	12/15/23	ROLLKALL TECHNOLOGIES, LLC	601129 ACH	OFF DUTY ROVING PATROL CRAIG CARSON 12/12/23	12/12/23	534099-52901	\$231.00
001	DD764	12/20/23	ROLLKALL TECHNOLOGIES, LLC	599686 ACH	OFF DUTY ROVING PATROL GARY PERNA 12/11/2023	12/11/23	534099-52901	\$173.25
001	DD765	12/20/23	ROLLKALL TECHNOLOGIES, LLC	602801 ACH	OFF DUTY ROVING PATROL ANTHONY SOLIS 12/14/2023	12/14/23	534099-52901	\$231.00
001	DD766	12/29/23	ROLLKALL TECHNOLOGIES, LLC	607649 ACH	OFF DUTY ROVING PATROL GARY PERNA 12/20/2023	12/20/23	534099-52901	\$231.00
001	DD767	12/30/23	ROLLKALL TECHNOLOGIES, LLC	603922 ACH	OFF DUTY ROVING PATROL CRAIG CARSON 12/15/2023	12/15/23	534099-52901	\$173.25
Fund Total								\$423,608.70

MARSHALL CREEK

Community Development District

**Payment Register by Fund
For the Period from 11/01/23 to 12/31/23
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
<u>SERIES 2002 DEBT SERVICE FUND - 202</u>									
202	1063	11/20/23	MARSHALL CREEK	110623-202	TRANSFER DEBT SERVICE SERIES 2002	Due From Other Funds	131000	\$19,446.41	
								Fund Total	<u>\$19,446.41</u>
<u>SERIES 2015 DEBT SERVICE FUND - 203</u>									
203	1064	11/20/23	MARSHALL CREEK	110623-203	TRANSFER TAX COLLECTION SERIES 2015A	Due From Other Funds	131000	\$17,047.74	
								Fund Total	<u>\$17,047.74</u>
<u>SERIES 2016 DEBT SERVICE FUND - 204</u>									
204	1065	11/20/23	MARSHALL CREEK	110623-204	TRANSFER TAX COLLECTION SERIES 2016	Due From Other Funds	131000	\$1,080.75	
								Fund Total	<u>\$1,080.75</u>
								Total Checks Paid	<u>\$461,183.60</u>

6B.

**MARSHALL CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Motion: Assigning Fund Balance as of 9/30/23

The Board hereby assigns the FY 2023 Reserves per the FY23 Adopted Budget and the September 2023 Financial Statement.

Operating Reserves	1,126,078
Reserves – Gate	7,838
Reserves – Landscape	39,986
Reserves – Park	32,900
Reserves – Swim & Fitness Clubhouse	18,558
Reserves - Swimming Pools	132,635
Reserves - Tennis Courts	24,853
Reserves - Field	723,492

6C



U.S. Bank, N.A.
Global Corporate Trust Group
225 E. Robinson Street, Suite 250
Orlando, FL 32801

Leanne M. Duffy
Vice President
Email: leanne.duffy@usbank.com
Phone: 407-835-3807

Amortization Recalculation Agreement

January 4, 2024

Marshall Creek Community Development District
c/o District Manager
210 N. University Dr, Ste 702
Coral Springs, FL 33071

Re: Marshall Creek Community Development District Master Trust Indenture and as supplemented

Dear Sir/Madam:

U.S. Bank National Association (“U.S. Bank” or the “Recalculation Agent”) hereby agrees with the Marshall Creek Community Development District (the “District”) to act as the District’s Amortization Recalculation Agent. The duties of U.S. Bank are set forth in this Amortization Recalculation Agreement (the “Agreement”). The purpose of this Agreement is to provide calculations to the District to facilitate the District’s compliance with the provisions of the Indenture concerning the calculation of bond debt payments. U.S. Bank is acting as an independent contractor for this purpose and is not an agent of the District.

1. **Duties:** U.S. Bank shall have only such duties as are specifically set forth herein. U.S. Bank shall provide to the District up to two (2) re-amortization schedules per calendar year per bond issue as requested by the District. Recalculations will take into account bond redemptions as specified by the District with the goal of creating a schedule of substantially level annual debt service for the remaining bond term. The District shall be solely responsible for determining whether any such recalculated amortization schedule meets the requirements of the applicable trust indenture.
2. **Fees:** The fee for U.S. Bank’s services under this Agreement will be \$200 per schedule to be paid in arrears with annual administration fees for the applicable bond issue.
3. **Termination:** Both the District and U.S. Bank will have the right to terminate this Agreement upon 30 days prior written notice.
4. **Representation of the District:** The District represents and warrants that it will provide in a timely manner all information necessary for U.S. Bank to carry out its duties under this Agreement and as otherwise requested by U.S. Bank.
5. **Reliance on Documents, etc.**



U.S. Bank may conclusively rely on the truth and accuracy of all information furnished to U.S. Bank by the District.

U.S. Bank shall not be liable for any error of judgment made in good faith. U.S. Bank shall not be liable except to the extent that a court of competent jurisdiction determines that U.S. Bank's gross negligence or willful misconduct hereunder was the sole cause of the District's loss and in no event shall U.S. Bank's liability exceed an amount equal to the fees paid by the District to U.S. Bank. Notwithstanding the preceding, in no event shall U.S. Bank be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the U.S. Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. Indemnification: To the extent allowed by law, the District shall indemnify and hold U.S. Bank harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be determined by a court of competent jurisdiction to have been caused solely by the Bank's gross negligence or willful misconduct). Such indemnification and hold harmless provision shall survive the termination of this Agreement or the Indenture or discharge of the Bonds.
7. Waiver of Jury Trial: EACH OF THE DISTRICT AND U.S. BANK KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY.
8. Agreement Governed by Florida Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida without application of its conflicts of laws principles.
9. Amendments: This Agreement may be amended only by a written instrument executed by both parties.
10. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the recalculation of amortization schedules.

This Agreement shall be effective upon the District's acceptance hereof as indicated below.

Sincerely,
U.S. Bank Trust Company, National Association

Approved and Accepted:
Marshall Creek Community Development District

By: Leanne M. Duffy
Its: Vice President

By: _____
Its: _____
Date: _____

6D.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

November 10, 2023

Marshall Creek Community Development District
Inframark Infrastructure Management Services
210 N University Drive, Suite 703
Coral Springs, FL 33071

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines and Frank (“we”) audit the financial statements of Marshall Creek Community Development District, (the “District”), which comprise governmental activities and each major fund as of and for the year ended September 30, 2023, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2023.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Marshall Creek Community Development District
November 10, 2023
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- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and Generally Accepted Governmental Auditing Standards.

Marshall Creek Community Development District
November 10, 2023
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The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;

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November 10, 2023
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this engagement letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Marshall Creek Community Development District's financial statements. Our report will be addressed to the Board of Marshall Creek Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Marshall Creek Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with an Inframark Accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report, which must be completed and filed with the Auditor General within nine (9) months after the end of the fiscal year. If the information is timely provided, the District shall receive a draft by March 1, 2024, and if the draft is timely reviewed by Management, the District shall receive the final audit by March 31, 2024.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.



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November 10, 2023
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Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2023 will not exceed \$5,000, unless the scope of the engagement is changed, the assistance which of Marshall Creek Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Marshall Creek Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Marshall Creek Community Development District, of Marshall Creek Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

Marshall Creek Community Development District
November 10, 2023
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Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Marshall Creek Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Marshall Creek Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Marshall Creek Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this engagement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Marshall Creek Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, of Marshall Creek Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Marshall Creek Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Marshall Creek Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Marshall Creek Community Development District
November 10, 2023
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Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines + Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT
(DATED NOVEMBER 10, 2023)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES
210 NORTH UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FL 33071
TELEPHONE: 954-603-0033
EMAIL: _____**

E-VERIFY REQUIREMENTS. Auditor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Auditor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Auditor has knowingly violated Section 448.091, Florida Statutes.

If the Auditor anticipates entering into agreements with a subcontractor for the Work, Auditor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Auditor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Auditor has otherwise complied with its obligations hereunder, the District shall promptly notify the Auditor. The Auditor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Auditor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Auditor represents that no public employer has terminated a contract with the Auditor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Auditor: J.W. Gaines

District: Marshall Creek CDD

By: _____



By: _____

Title: Director

Title: _____

Date: November 10, 2023

Date: _____

Seventh Order of Business

7A

Slaughter, Mona

From: Kutak Rock Development and Improvement Districts Group
<communications@kutakrock.com>
Sent: Friday, January 5, 2024 4:49 PM
To: Davis, Janice
Subject: Ethics Training 2024

WARNING: This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

KUTAKROCK

Development and Improvement Districts Practice Group



ABOUT US

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NEWS & PUBLICATIONS

District Managers,

As of January 1, 2024, all Board Supervisors of Florida Community special districts are required to complete four (4) hours of ethics training each year that addresses at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of Florida. The purpose of this email is to notify you of free, on-demand resources available to Board Supervisors to satisfy this requirement. Further information regarding the requisite training is available on the [Florida Commission on Ethics' \("COE"\) website](#).

Please share this information with Board Supervisors or include in the next available agenda package. As always, if you have any questions, please do not hesitate to reach out to your Kutak Rock attorney.

Free Training Resources

The COE has produced several free, online training tutorials that will satisfy the ethics component of the annual training. The on-demand videos are available at the link below. Further, the website provides additional links to resources that Supervisors can access to complete the training requirements.

Florida Commission on Ethics Training Resources

Please note that the COE-produced content only provides free training for the ethics component of the annual training. However, the Office of the Attorney General of the State of Florida offers a free, two-hour online audio course that covers the Sunshine Law and Public Records Act components of the requisite training. The on-demand audio course is available at the link below.

Office of the Attorney General Training Resources

Compliance

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the ethics training requirements. At this time there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

We have received multiple inquiries as to whether Board Supervisors are required to annually file Form 6 in addition to Form 1. Currently, Board Supervisors continue to be exempt from the requirement to file Form 6.

Finally, with respect to the annual filing of Form 1, beginning this year the Commission on Ethics will be requiring electronic submission of Form 1. Filers, including Board Supervisors, should be receiving an email directly from the Commission on Ethics, providing detailed information about the electronic filing process and the upcoming deadline of July 1, 2024. Note the submission of the forms will no longer be handled through county Supervisor of Election's offices.

Kutak Rock's Development and Improvement Districts Practice Group

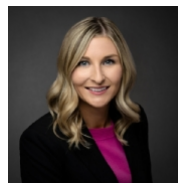
Kutak Rock's Florida Development and Improvement Districts Practice Group



Jonathan Johnson

Partner

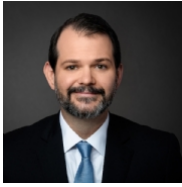
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Lindsay Whelan

Partner

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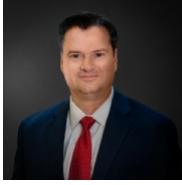
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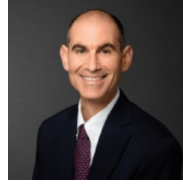
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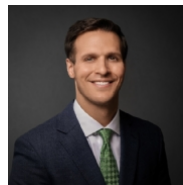
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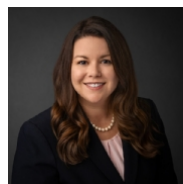
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107 W College Ave, Tallahassee, Florida 32301

