

**MARSHALL CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**FEBRUARY 21, 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, February 21, 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. Consideration of Request from Village Square HOA and Crosswinds Palencia Live/Work Townhomes HOA Regarding Village Center Parking – Doug Senecal (10 minutes for Presentation and Discussion)**
- 4. Approval of the Minutes of the January 17, 2024 Meeting**
 - A. Discussion of Open Items
- 5. Engineer’s Report**
- 6. General Manager’s Operations Report**
 - A. Ratification of Tennis Court Lighting Emergency Expenditure, Use of Tennis Reserves and Assignment of Additional Funds to Reserves
 - B. Discussion of Les Mills U.S. Trading, Inc. Services Agreement
 - C. Consideration of RJ Young’s Proposal to Replace Existing Copier Agreement
 - D. Consideration of BAB Tennis Courts Proposal to Resurface Courts #5 and #6
 - E. Consideration of Resolution 2024-1, Classifying Surplus Tangible Personal Property
 - F. SJCSO Roving Patrol Violation Log
- 7. District Manager’s Report**
 - A. Acceptance of the January 2024 Financial Statements and Approval of the January Check Register and Invoices
 - B. Consideration of Resolution 2024-2 – General Election

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

8. Attorney's Report

- A. Ratification of Kelly Settlement

9. 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

10. Supervisors' Requests

- A. Discussion of General Manager's Spending Authority Per Resolution 2023-12 (Supervisor Entman)
- B. Solicit Proposals from District Management Companies to Provide Services to Marshall Creek (Supervisor Entman)

11. 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

Dear CDD Board,

Attached you'll find a parking map that was provided to us by the CDD during the time period First Services was managing Marshall Creek.

I will be representing both the Crosswinds Palencia Live/Work Townhomes HOA and the Village Square HOA regarding this matter. I serve as President on both of these boards and have worked, with other board members and CDD staff, for years to restore the Market Street area to its original use as an urban-like park for residents, a place to meet, a place to walk and a suitable area for events.

Our aim is to find a good balance for parking relative to amenities, businesses, residents and guests prior to establishing a pathway and partnership toward enforcement of proper use.

Best Regards...Doug Senecal
478-390-3531



 Overnight Parking

 Daytime Shared Parking

Fourth Order of Business

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

The regular meeting of the Board of Supervisors of the Marshall Creek Community Development District was held on Wednesday, January 17, 2024 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

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
Jason Davidson	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

- Ms. Mary Pat Stritof, 601 Santa Teresa Court, requested an update on the snack bar. Ms. Stritof offered her help if they need help on a committee or something to look at vendors.
- Mr. Peter Ellis, 159 South End Street, addressed the replacement of the removed trees noting he was told previously they would be replaced.

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- Ms. Teresa Pancotto, 823 Cypress Crossing Trail, addressed the Les Mills classes noting she is one of more than 25 residents that participate in these exercise programs.
- Mr. John Smith, SCCDD, addressed the EZ Facility software. He noted SCCDD is using the software of a local company [Court Reserve] noting they could integrate and have one entity for the community. He is here to recommend they discuss before they choose EZ Facility software.
- Ms. Suzanne Schreiber, 205 Carmine Lane, addressed the vines strangling trees and her concern that they may lose the tree canopy.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 15, 2023 Meeting

<p>On MOTION by Ms. Moss seconded by Dr. Entman, with all in favor, the minutes of the November 15, 2023 regular meeting were approved as presented.</p>
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A. Discussion of Open Items

- Dr. Entman inquired about the sewer by Publix.
 - Mr. Stilwell noted he was going to go through under his report, but they have the approved plans back from St. Johns County to revise the stormwater drain. They are sending it out to contractors with bids expected back next week. The plan does include some additional striping and the arrows on the roadway as well.
- Dr. Entman inquired if there was any update on FEMA.
 - Mr. Eckert reported nothing more has happened. FEMA denied the second appeal. He provided the Board previously with the options as provided by Mr. Ettore, which were more political or state administrative agency options for the Board to consider. They can discuss it under his report, but he thinks they are reaching the point of diminishing returns.
 - Mr. Luciano noted they owe it to SCCDD to advise them of the impact to them.
 - Mr. Eckert noted he would be happy to do that.

FOURTH ORDER OF BUSINESS

Engineer's Report

B. Boardwalk Repair Schedule

- Mr. Stilwell reported they touched base with the contractor prior to the holidays and they noted a February 12, 2024 start date with completion mid-March.
- Ms. Perna addressed the Boardwalk repair of the old/original boards.
 - Ms. Moore noted Shane Mahn has addressed those boards. Discussion continued on the areas that need repair with it being noted they can ask the contractor to look at those areas from an O&M maintenance perspective while they are onsite.
- Dr. Entman inquired what they are doing about the insurance they do not have.
 - Ms. Davis noted they do have insurance for the Boardwalk, but not for wave damage. The insurance carrier did go out to see if they could find anyone who would cover for wind and water. She will get with Brown & Brown for an update on that.

A. Proposal for Assessment of District Roadways

- Mr. Stilwell reported he and Dr. Entman have a ride scheduled with the Landscape Architect next Friday. He addressed the immediate repair areas with the Board.
 - On the South Loop [before Spanish Marsh] where there is a retaining wall and water constantly comes across the sidewalk. He would like to develop a drainage plan for that area to catch both the surface and ground water.
 - Discussion continued on the area with the direction being for Mr. Stilwell to develop a plan and get proposals.

FIFTH ORDER OF BUSINESS

General Manager's Operations Report

D. Lifestyle Survey Data

- Mr. Luciano noted they would start with the Lifestyle Survey Data and incorporate the Les Mills discussion into that.
- Ms. Moore reported on the survey. Discussion ensued on the events and the feedback.
- Ms. Moore addressed the Board's decision last summer to eliminate the virtual Les Mills classes. When this was accomplished, the licensing went away for the CDD to hold classes here. To have Les Mills instructors, the facility has to be licensed

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to run the Les Mills classes. It was brought to the staff's attention and in order to continue it would be a Board decision as it an ongoing agreement.

- Numerous unidentified speakers addressed the Les Mills classes.
- Mr. Luciano noted they can evaluate it and bring it back to the next meeting for a Board vote.
- Mr. Luciano noted they can continue classes after February 1st but not as Les Mills. At the February meeting, they will have a discussion on whether or not they want to keep the Les Mills classes, and whether those who want to keep those classes may have to pay a fee for them.
- Further discussion ensued.

A. Traffic Reports & SJCSO Roving Patrol Violation Log

- No discussion.

B. Club Operation System Analysis – EZ Facility Recommendations

- Ms. Moore noted in the package is an analysis as requested by the Board. After doing the review of the platforms, Vesta is recommending EZ Facility. They did look at the platform SCCDD is using and think that EZ Facility offers more options that expand outside of the Tennis Center and also for future opportunities to use an access card system with it.
- Further discussion ensued.

Dr. Entman MOVED to approve the EZ Facility option and Ms. Moss seconded the motion.

- Mr. Bo Hofstead inquired as to the list of requirements used for evaluation.
 - Ms. Moore reviewed what they were looking for within the platforms.
 - Discussion ensued on joining the systems and the differences between the systems.

On VOICE vote, with all in favor, the prior motion was approved subject to final review by the Chair and District Counsel.

C. Palencia Online Website Agreement

- Ms. Moore noted they are proposing an update to the website. There is a one-time cost of \$950 to do so with the monthly maintenance costs remaining the same.
 - The update would provide an expanded calendar capability to allow for different calendars and give residents the ability to reserve a room.
 - Mr. Luciano addressed trying to get the rooms used by the community, noting it may not facilitate it, but it will not hurt it.
 - Discussion continued on updating the website.

On MOTION by Ms. Perna seconded by Ms. Moss, with all in favor, the Palencia Online / Overflow proposal was approved.

E. Ratification of Agreement with St. Johns Middle School Athletic Association Regarding Use of District’s Tennis Facilities

On MOTION by Dr. Entman seconded by Ms. Perna, with all in favor, the Agreement with St. Johns Middle School Athletic Association Regarding Use of District’s Tennis Facilities was ratified.

- The Café was discussed. Ms. Moore noted the Café was cleaned by a janitorial company. After cleaning there was still a smell lingering, and a mold inspection was done and mold was found. The ceiling will need to be removed and the mold mitigated before a decision can be made about the space.
- Mr. Luciano inquired if it is appropriate to have a resident sit on a committee with Ms. Moore so the community is communicated to.
 - Mr. Eckert noted if they establish a committee it has to meet in the sunshine, they have to take minutes and the public has to be invited via public notice.
- Ms. Moore noted the Fire Marshall came back to do a formal inspection this week. He shared concerns about having a café in that space as there is not an appropriate vented hood system. He also had a concern about cooking in that space as there is an apparatus for cooking with grease and it needs to be removed until a vented hood system is installed.
- Discussion ensued on the café and the requirements the community had.

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- Ms. Moore noted the mold remediation is going to be an expensive project that will take time.

SIXTH ORDER OF BUSINESS

District Manager's Report

A. Acceptance of the December 2023 Financial Statements and Approval of the November and December 2023 Check Register and Invoices

- Ms. Davis distributed a corrected Cash & Investment Report for the Board. On the Cash & Investment Report it indicated no interest was being earned on the Valley Bank account and there is interest being earned at the rate 5.45% and it has been corrected.
- Dr. Entman inquired as to the funds in the Bank United account.
 - Ms. Davis noted they left the account for the assessments from the Tax Collector, with plans to change it next year.
 - Dr. Entman further questioned why there is so much money in the Bank United account that is not earning interest.
 - Ms. Davis noted they are closing the Bank United account as soon as all the assessment collections are in. If they can get the County to change the bank that they send it to without a lot pushback, they will change it now to send it to Valley Bank.
 - Further discussion ensued and Ms. Davis noted she will follow up with Mr. Bloom on the transfer process.
- Mr. Luciano inquired if the Impact Fees is a bad number in the adopted budget.
 - Ms. Davis noted it was based on the information they had at the time. The Impact Fees from D.R Horton was to be paid in installments at about \$95,000 per quarter. However, they purchased more than planned before September 30th, and they would have less coming from them under those agreements in FY 2024. However, it is possible that they can have sales of the remaining Impact Fee Credits from other buyers.
 - Further discussion continued on the Impact Fee Credits being paid before the end of Fiscal Year 2023 rather than in Fiscal Year 2024 as anticipated.

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- Mr. Luciano inquired about the Interlocal Agreement being \$80,000 low and whether this was a timing issue or because of some of the changes that have occurred.
 - Ms. Davis noted the \$5,447 revenue shown is what was received from SCCDD for period of October 1 to October 8 when the agreement for staffing was terminated.
- Dr. Entman addressed collections from the County being down, but collection costs being over budget.
 - Ms. Davis noted she will look into it.
- Dr. Entman inquired what the big expense was on the gates.
 - Ms. Moore noted she thinks two bills were posted in the same month.
 - Ms. Perna noted this is where she emailed and asked why are they paying ten.
 - Ms. Moore noted according to Envera, they believe their new contract does not start effectively until the work is completed at SCCDD. The District disagrees with this.
 - Mr. Eckert noted they should not have been paying above what the negotiated rate is from the time they signed the contract. The contract says basically when we deliver the new equipment that you need that is when it would start. However, MCCDD did not need any new equipment and the MCCDD agreement is completely separate from the SCCDD one. The District is owed a credit. He needs a breakdown of what they have been overcharged. He needs to send a letter stating they need to refund the money, or they will take it out of the next installment.
 - Ms. Davis noted with regard to Dr. Entman's question there was a charge from Integrated Access Solutions for \$10,000.
 - Ms. Moore noted that is Envera; Integrated Access Solutions is what they bill under.
- Mr. Luciano noted he does not think they apportion enough costs to those behind the gates for the gates.

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- Ms. Davis addressed another comment regarding other shared costs such as when Mr. Eckert works on things that are shared cost. In the past MCCDD for engineering and legal has always borne all the cost of those items under their Administrative budget and SCCDD has done the same. However, Mr. Luciano has brought up the issue of if work is done by Mr. Eckert or Mr. Stilwell on the Boardwalk should that not be shared.
 - Mr. Luciano noted in the past MCCDD had more amenities that needed things whether it was the Boardwalk or contracts with Envera for two gates and they never apportioned any of those extra charges into the Interlocal Agreement and he does not think SCCDD did either. He is not saying they would do that but thinks they should enter into a discussion as to what is in those agreements and make sure they treat each District's residents fairly.
 - Discussion continued on expenses and the Interlocal Agreement. At this time there is no need for legal and engineering items be tracked separately but this should be kept in mind for the budget and planning for next year.

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

B. Motion to Assign Fund Balance FY 2023

- Ms. Davis noted this is a housekeeping item for the purpose of the audit showing where the reserves were at the end of FY 2023.
- Discussion ensued on Reserves and the Board's ability to assign funds to them. The consensus of the Board is not to move any funds at this time.

On MOTION by Dr. Entman seconded by Ms. Moss, with all in favor, the motion to Assign Fund Balance FY 2023 was approved.

C. Consideration of US Bank Amortization Recalculation Agreement

- Ms. Davis noted the agreement has been sent to Mr. Eckert for review and she believes he has some concerns.

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- Mr. Eckert noted that he has concerns about the Indemnification and things of that nature. He does not believe they are required to use US Bank for this and they may be able to find someone without all the protections built in for US Bank that could harm the District if they really mess up the bond payment schedule.
- Ms. Davis inquired if Mr. Eckert had recommendations to the language changes that would make it acceptable.
 - Mr. Eckert noted he does.
 - Ms. Davis inquired if Mr. Eckert is authorized to provide those to Inframark to provide to US Bank to see if they would like to make the changes. The consensus of the Board was yes.

On MOTION by Dr. Entman seconded by Ms. Moss, with all in favor, the US Bank Amortization Recalculation Agreement was approved subject to US bank accepting the revisions by District Counsel.

D. Consideration of Audit Engagement for FY 2023 with Berger, Toombs, Elam, Gaines and Frank

- Ms. Davis reported that requested changes were received today from Kutak Rock and those requested changes have been sent to Berger, Toombs, Elam, Gaines and Frank.

On MOTION by Dr. Entman seconded by Ms. Perna, with all in favor, the audit engagement with Berger, Toombs, Elam, Gaines and Frank for the FY 2023 audit was approved subject to the changes by District Counsel.

SEVENTH ORDER OF BUSINESS

Attorney's Report

- Mr. Eckert apologized if it looked like he was not paying attention, but he was trying to go back through the minutes to figure out when they talked about Les Mills.
 - January 23, 2023 – A supervisor requested statistics on who is using this program and whether or not it was a good program for the District to be invested in on a moving forward basis.
 - March 23, 2023 – Ms. Gunia recommended not continuing the program and instead to use some of those funds for more live classes.

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- June 14, 2023 – Ms. Perna inquired about the status of the Les Mills contract and Ms. Gunia noted they cancelled the subscription for virtual, but they still have the live instruction. The CDD owns all of the equipment that supports the Les Mills classes. If someone wants to use their app for a workout, they can do so with the equipment the CDD bought.
 - Mr. Eckert noted he thinks they were all operating under what was told to the Board on June 14th. He noted for the record that Vesta was not the management company on June 14th and was not involved in the cancellation of that contract, or involved in the analysis of if we cancelled one part of it are we cancelling everything.
- A. Discussion of Ethics Training 2024**
- Mr. Eckert noted he sent an email to the Board. This is the first year they are required to undergo four hours of Ethics Training. It is typically done online and there are free classes for them to be able to do that. The way it is reported is they have to do the training between now and December 31, 2024, and they will report by checking a box when they do their financial disclosure form in 2025.
 - The free classes do not offer a certificate and Mr. Eckert suggested they notate the day they took the course, what course, take a screenshot of the first and last page, and keep it should it be needed.
 - Mr. Eckert reported they have been working with staff on the ADP agreement and some of the concerns that it does not comply with Florida law in some respects, but he thinks they will work with them on that.
 - Mr. Eckert noted he is not taking any other action on FEMA unless the Board directs him to. He reiterated the two options from Mr. Ettore.
 - Discussion continued on the options.

NINTH ORDER OF BUSINESS

Supervisors' Requests

- **A. Consideration of Allocating Funds to Reserve Account (Mr. Luciano)**
 - Previously addressed.
- **B. Discussion of Tennis Center Parking (Ms. Moss)**

January 17, 2024

- Ms. Moss addressed the Tennis Center parking lot. This was discussed four years ago and as time has gone on, they have noticed a need for additional parking. She asked that Mr. Earl Oltz be allowed to address this concern.
- Mr. Earl Oltz addressed the parking situation with the growth of the tennis program. People are parking on North End Street and West Side Road on both sides of the street and the streets are narrow. He suggested signs stating parking this side only which provides space for emergency vehicles to get through. The other potential solution is a piece of property at the corner opposite the pools that could be converted into a parking lot. Additionally, there are more classes at the amenity center and in the summer more people use the pool.
 - Discussion continued on the parking situation, the signage and having roving patrol ticket those parked on the wrong side of the street. Dr. Entman addressed the 35 spaces the CDD has in the big parking lot that could be utilized.
 - Ms. Moss addressed the live/work unit parking and the overnight towing. She suggested the employees park at the overflow parking lot.
- Ms. Perna addressed random signage.
 - Mr. Eckert noted the CDD does not have parking control jurisdiction. They can have the tow-away zone for anybody parking overnight and the commercial vehicles that are parking in this lot. They can go to the County and ask them to designate areas as a no parking zone. Once designated, then they can be ticketed by the County. He noted with regard to the parking lot, it is a public parking lot and they cannot restrict businesses or their employees from parking in this public parking lot.
 - Dr. Entman suggested he get with Mr. Oltz and Ms. Moore to come up with some direction to see if they could make it work without causing a lot of hubbub. They have worked it out before.
 - Ms. Perna noted if emergency vehicles are being blocked, they can call the non-emergency number and a deputy can come out.

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- Ms. Moore noted they were going to ask the employees to start parking in the 35 spaces. Additionally, they are going to work to get better control of the overnight parking.

- Mr. Eckert noted this is the conclusion of the agenda with the exception of security matters. By law, the District security session to talk about their security system and plan has to be a private session. They will do that and will then come back into the public meeting and the Board may have some discussion in the public meeting about security that is not about the system or the plan.

EIGHTH ORDER OF BUSINESS

Security Session

A. Private Security Session (as required by Sections 119.071(3)(a) and 281.301, Florida Statutes)

The record will reflect the public portion of the board meeting was recessed for approximately 15 minutes to hold a private session on the District's security system and security plan.

The record will reflect the public portion of the meeting was reconvened and the public was invited back into the meeting.

B. Public Security Discussion and Action

- None.

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

Sixth Order of Business



PALENCIASM
MARSHALL CREEK
COMMUNITY DEVELOPMENT DISTRICT

OPERATIONS SUMMARY REPORT

FEBRUARY 2024

PREPARED BY: JODI MOORE, GENERAL MANAGER

VESTA MANAGEMENT TEAM

- Café update
 - We have received 3 proposals for mold remediation in the café ranging from \$4,500 to \$7,797. This does not include repairs after remediation.
 - Given the cost of the quotes for remediation and potential repairs, Janice Davis is working with the insurance agent to determine if a claim can be filed.
- Tennis Court Lighting Update
 - We have received 3 proposals to date with a fourth expected by Monday. Quotes ranged from \$27,645 to \$44,755.
 - The quote obtained from Tom Salmon's contacts at BAB Tennis for \$27,645 was selected and with concurrence from the Board Chair was approved as an emergency expenditure for safety. The cost savings in this quote are two-fold as MCCDD was given preferred pricing for its long-standing customer relationship and secondly by having our internal maintenance team make the final electric connection after installation.
 - We request the Board ratify the emergency expenditure for tennis court lighting and galvanized poles of \$27,645. Furthermore, we request that the Board motion to assign additional funds to the Reserves-Tennis Courts account, which has a current balance of \$24,853, to fund this expenditure. The additional funds could be assigned from the Reserves-Field account, which has a balance of \$723,492, or from currently Unassigned Funds.
- The Les Mills Agreement as requested at the January Board Meeting has been provided in the Board Packet for review and consideration.
- A proposal from RJ Young to swap out our current copier for a small desktop machine and one stand alone copier has been provided in the Board Packet for consideration.
- ADP Update
 - The contract negotiations have hit a snag with the sovereign immunity clause.
 - Vesta is working with ADP to investigate a secondary option to the PPO services as well as One Digital, who is our current employee benefits provider.
- EZ Facility
 - MCCDD Legal is working with EZ Facility on contract negotiations.
- Website Upgrade
 - Jodi Moore, Denise Powers, and Erin Guina had a meeting with Neighborhood Connect to discuss initial website design and to begin a transition plan.

PONDS

- Pond 11 is experiencing a large outbreak of cyanobacteria. This pond was treated on January 29th and the vendor will continue to treat and monitor to mitigate the bacteria.

- Jim Smeland contacted Ryan Stillwell and was able to obtain easement information to provide the vendor a better access point so the pond may also be treated by boat.
- Jodi Moore reached out to another Pond contacts regarding pond Y2 and the ongoing challenges with algae and other vegetation outbreaks.
 - Key takeaways from that communication are that aeration is a misnomer and the term circulation more adequately describes the process used to mitigate water quality. Circulation however is not a cure all and often can do more harm than good and is recommended for deep ponds of at least 15 to 20 feet which is not a typical depth for stormwater ponds.
 - Management will continue with discussions and researching alternative solutions.

LANDSCAPE

- Winter cutbacks are wrapping up throughout the community.
- Pond bank vegetation clean up was completed on ponds 4 & 5.
- Ornamental grass trimming.
- Regular, weeding, and edging throughout the community.
- Various hazardous dead tree removals along Vale and Parkside.

IRRIGATION

- A mainline on Palencia Village Drive which was broken by the Comcast crew was invoiced to their subcontractor. We have received payment for the invoice in the amount of \$65.92 for time and materials.
 - Jodi Moore will communicate directly with Maria Czymr regarding any irrigation breaks or other repairs needed going forward and Maria will be the liaison between MCCDD and Comcast to ensure these matters are addressed.
- An irrigation pump was replaced in the North River area. It was unfortunately beyond repair.
- Regular inspections were completed weekly.

MAINTENANCE

- Deep cleaning of Pools and Pool decks in preparation for the spring season.
- New handrail anchors were installed on adult pool handrails.
- Sidewalk grinding Oak Common, Parkside and North River.
 - Next up will be Treehouse Circle.
- Installed safety strobe lights on new utility vehicle.

- Boardwalk pressure washing is in progress.
- Annual backflow preventor inspections have been scheduled.
- Replacement of several deck boards and hand railings on the Boardwalk.
- Exit gate realignment at South Gate.
- Various potholes were filled throughout the community.
- Monthly lighting inspections completed.

GATES

- A gate incident occurred with a dump truck on February 1st for which a police report was filed.
 - Jodi Moore has been in contact with the owner who has accepted responsibility, and a gate fine letter was issued.
- Jodi Moore had a conference call with Jason Davidson, Rich Luciano and Eddie Coalwell of Envera to review the Envera billing.
 - Envera was notified that MCCDD will only pay invoices with the corrected rate and that a credit is due to MCCDD for overpayment.
 - Eddie Coalwell gave a verbal that a credit of \$7,500 was to be issued and that he would be following up regarding the billing.
 - Upon returning from vacation Jodi Moore followed up with Eddie Coalwell. Per that follow-up discussion on 2/13/2024, Mr. Coalwell stated an email will be forthcoming from himself to the Envera VP's requesting their response in writing to our demand for corrected billing and confirmation of the credit in writing. He will copy Jodi Moore on this communication.

TENNIS

- Ramping up for the annual Boggy Creek Tournament.
- Tom Salmon was instrumental in obtaining a quote for the best pricing on the tennis court lighting replacements.
- To allow for additional parking for our very busy tennis facility the MCCDD staff and all instructors have been asked to begin parking in the MCCDD yellow spaces near the golf club beginning March 1.
- Our Middle school team matches are in full swing.
- Our Senior men's team 3.5 made it to the finals and took home first place. They defeated Huguenot Park from Jax beach.

AQUATICS

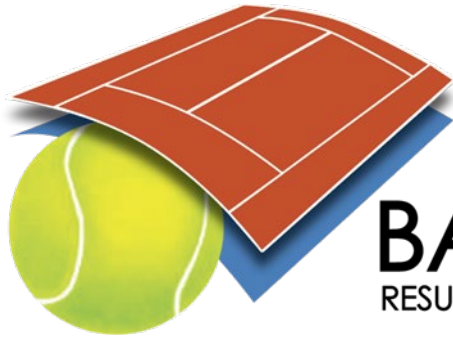
- Arsenault Pools is troubleshooting issues with the splash park timers and autofill features.
- Denise Powers has begun onboarding lifeguards and getting them scheduled for training.
- The water slide will be open from March 9th through the 17th for Spring Break.

PERSONNEL

- Alfred Nicoli was hired for our Engineering Maintenance Team.
- Dustin Siple joined our Engineering Maintenance Team. This new addition was a Vesta referral as Mr. Siple serves on a committee in another Vesta community.
- These two new hires bring our team under the Engineering Director, Shane Mahn, to a total of four.

LIFESTYLES/EVENTS:

- Food Trucks and Singo Night were held February 2nd. The event was a success with about 30 people in attendance.
- A few small activities are being planned for Spring Break.
- The Vesta Lifestyles team is planning a Spring event for April with a Rockabilly theme.
- Food Truck Friday's have been put on hold until June due to lack of resident participation.



BAB Tennis Courts
RESURFACING CONSTRUCTION MAINTENANCE

**Palencia Country Club
Tennis Court Light Pole Removal and Installation
Estimate**

Name: Marshall Creek CDD	From: Brian Bullock
Address: 600 Palencia Club Dr, St Augustine, FL 32095(904) 599-9040	Date: 1.30.24
Contact: Tom Salmon	Phone Number: 352-572-0179

Estimate

Tom,

Please find below the estimate for the light pole replacement estimate which includes the materials along with the removal and installation.

Removal and disposal of three light poles including 2 quad brackets and one twin 70 bracket along with the installation of 3 new light poles, 2 quad brackets, 1 twin 70 bracket and 5 new LED Fixtures.

Installation of 3 new GALVANIZED and coated Light poles, 2 GALVANIZED and coated quad brackets along with 1 twin 70 GALVANIZED and coated bracket.

Installation of 5 new Techlight 4 brick LED fixtures along with the installation of the 5 existing fixtures.

New Materials-

- 3- 21' Poles Galvanized and coated**
- 2- Quad Brackets Galvanized and coated**
- 1- Twin 70 bracket Galvanized and coated**
- 5- Techlight LED 4 Brick(same as current)**

All poles and fixtures will be wired to the bottom of each pole but owner is responsible for connecting the wiring back to the original power feed at the bottom manhole cover.

All materials are in Black

Total Cost- \$27,645.00

**If you have any questions or concerns, please do not hesitate to call.
Thanks and best,**

Brian Bullock

B.A.B Tennis Courts

PO Box 5212 Ocala, FL 34478 BullockTennis@gmail.com

6B.

SERVICES AGREEMENT

Les Mills U.S. Trading, Inc

BACKGROUND

Les Mills is an authorized licensee and distributor of the Programs and has agreed to license Partner to use the Programs on the terms set out in this Agreement.

KEY TERMS

Les Mills	<p>Les Mills U.S. Trading, Inc</p> <p>Phone: 844.LESMILLS</p> <p>Email: info.usa@lesmills.com</p>
Partner	<p>Entity/Legal Name: Marshall Creek CDD</p> <p>Trading Name: Marshall Creek CDD</p> <p>Address: 625 Palencia Club Dr, St. Augustine FL 32095 United States</p> <p>Email: dpowers@vestapropertyservices.com</p>
Minimum Commitment Period	12 months from the first Billing Start Date
Cancellation	<p>Following the Minimum Commitment Period, this Agreement shall continue until terminated. Les Mills or Partner may end this Agreement by 90 days' prior written notice to the other party, provided that the earliest such termination may take effect is the end of the Minimum Commitment Period, subject to any additional Minimum Commitment Period subsequently agreed to by the parties. Where such notice takes effect part way through a billing period, there is no refund of the Service Fees payable with respect to the balance of that billing period.</p>
Billing Start Date	<p>2/1/2024</p> <p>Partner has agreed to license the Service Package and Service Add-Ons (if any) from the Billing Start Date. Partner will pay the full amount of the Service Fees from the Billing Start Date regardless of whether it has launched the Programs at any or all Locations.</p>
Program/Locations	The Programs and Locations licensed will be mutually agreed by the parties and confirmed via email (and/or on LES MILLS Connect if applicable) prior to Partner conducting any Programs at any Location.
Service Changes	<p>Partner must notify Les Mills by the 10th day of a particular month in order to:</p> <ul style="list-style-type: none"> • Upgrade their Service Package • Add or swap a GX Program within a Service Package (excluding Digital Only Service Package) • Add a Service Add-On (each a "Service Change"). <p>If Les Mills confirms the requested Service Change in writing, the revised Fees will be payable from the first day of the following month, provided that, where the Service Change is a Service Package Upgrade, from such date an additional 12 month Minimum Commitment Period will commence.</p>
LES MILLS Virtual Platform Provider	LES MILLS Virtual
LES MILLS Content	<p>Platform: Territory:</p> <p>Recorded Livestream is made available for no extra charge for the Minimum Commitment Period (provided Partner licenses the live GX Program format).</p>
Special Terms	

SERVICES AND SERVICE FEES

Please refer to the Services Description attached for further descriptions of the Les Mills fitness solutions and services in the Service Packages and Service Add-Ons. The LES MILLS Content Service Add-On is only available to Locations who have taken one of the Service Package options outlined in the table above.

The LES MILLS GEN-FIT Category Service Add-On is only available to Locations who have taken one of the Ultimate or Essential Services Package options outlined in the table above.

For clarity, Les Mills+ Affiliate is a separate service made available to Partner by Les Mills Media Limited in accordance with the terms and conditions

<https://partners.lesmillsplus.com/terms>

Service Package	Monthly Service Fee Per Location	Number of Locations	Total Monthly Fee
Essential - Small (<3 programs)	USD 599.00	1	USD 599.00

Inclusions	Quantity
Partnership Review	2

TOTAL	USD 599.00
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Les Mills and Partner agree to these Key Terms (including any Schedules) and the Terms and Conditions attached.

SIGNED AS AN AGREEMENT

Les Mills U.S. Trading, Inc
by



Signature of Authorized Officer:
Name: Adrian Heffernan
Date: 1/24/2024

Marshall Creek CDD
by

Signature of Authorized Officer:
Name:
Date:

TERMS AND CONDITIONS

1 Rights Granted: Les Mills grants Partner a non-exclusive, non-assignable, non-transferrable and non-sublicensable license to use the Programs, the Customer Resources and Les Mills Releases provided to Partner by Les Mills (each of the foregoing, individually and collectively, Les Mills Materials), solely in accordance with the terms and conditions set out in this Agreement.

2 Use of Programs: Partner may conduct the Programs for the Term of the Agreement and only at the Locations.

3 Changes to Programs: Les Mills, in its sole discretion, may;

(a) change the content of any Program; and

(b) withdraw any Program at any time by notice to Partner, in which event the Programs and Service Fees set out in the Key Terms will be deemed to be amended to reflect such withdrawal.

4 Term: This Agreement will commence on the date it is signed by the parties and continue until terminated in accordance with this Agreement.

5 Use of Les Mills Materials: Partner will (and will ensure that its Representatives) use the Les Mills Materials and Trademarks only as expressly permitted under this Agreement or as otherwise expressly approved by Les Mills in writing. Without limitation, Partner must (and must ensure that its Representatives):

(a) comply with all reasonable requirements of which Les Mills or LMI advise regarding the use of the Les Mills Materials;

(b) comply with the Les Mills Brand Guidelines;

(c) comply with all applicable laws and regulations;

(e) except as Les Mills or LMI approve in writing, not sell, distribute, copy, alter (including inserting or deleting any graphics, text, music or other content), broadcast, make available via the internet or wireless technology, create derivative works or otherwise reproduce in whole or part any of the Les Mills Materials; and

(e) only use the Les Mills Materials in a way that is not likely to damage, dilute, or diminish Les Mills' reputation or the reputation of LMI or the Programs.

If Partner fails to comply with the requirements set out in this clause 5, Les Mills may, at its sole discretion, withdraw Partner's right to use some or all of the Les Mills Materials and / or the Trademarks.

PART 1: TERMS APPLICABLE TO USE OF LIVE PROGRAMS

6 Conduct of Live Programs: Partner will conduct Live Programs only: (a) utilising a Certified Instructor or, only with Les Mills' consent, an Instructor who has completed initial training in the relevant Live Program; and (ii) in accordance with the current Les Mills Release.

7 Instructors: Partner must take commercially reasonable steps to ensure that:

(a) each Instructor enters into and complies with the terms of the Instructor Agreement;

(b) each Certified Instructor purchases from Les Mills, for their exclusive individual use, each Les Mills Release as it becomes available at the then current price (provided that Partner may, with Les Mills' prior agreement, elect to purchase the Les Mills Release on each Certified Instructor's behalf);

(c) each Certified Instructor attends (upon payment of Les Mills' then current Training Workshop attendance fee or as part of the Service Package or as otherwise agreed with Les Mills) and completes any Training Workshops required by Les Mills to its reasonable satisfaction; and

(d) No Instructor does any of the actions set out in clause 5(d).

Partner will, promptly upon Les Mills' request, provide Les Mills with a list of all Instructors teaching the Programs at the Location(s) which includes each Instructor's full name, current contact details and the Programs taught at each Location.

8 Service Add-On Programs: Where a Service Add-On is included in the Services provided by Les Mills to Partner as set out in the Key Terms, these Terms and Conditions will apply along with the applicable Schedule for the Service Add-On of additional terms and conditions.

PART 2: TERMS APPLICABLE TO USE OF VIRTUAL PROGRAMS

9 Use of Virtual Programs: Partner will only:

(a) display the Virtual Program on a screen viewed by all class participants in a group fitness class at the Location; and

(b) access the Virtual Program through the Virtual Player.

10 Restrictions on Use: Partner may not:

(a) use or access the Virtual Programs other than as described in clause 9; or

(b) remove or extract the Virtual Programs from the Virtual Player.

11 Releases: Les Mills will supply releases of the Virtual Programs to the relevant Virtual Player supplier and the relevant Virtual Player supplier is responsible for the delivery of such releases to Partner through the Virtual Player. Partner will delete any Virtual Programs that Les Mills advises are no longer current.

12. Third Party Costs / Support: Partner is responsible for paying the costs charged by the Virtual Player and any other third party services or equipment necessary to use the Virtual Player, unless otherwise agreed in writing between the parties. Except with respect to the LES MILLS® Virtual app, which Les Mills will support in accordance with its then current procedures, Les Mills and LMI have no responsibility for the ongoing support or maintenance of any Virtual Player.

PART 3: RESOURCES, QUALITY AND ASSISTANCE

13 Customer Resources: Les Mills will provide the Customer Resources to Partner. Partner may copy, distribute, and use the Customer Resources and use the Trademarks only for the purpose of conducting or promoting the Programs.

14. Conduct of Programs: Partner will ensure the Programs are conducted to Les Mills' high standards of professionalism.

15 Sale and/or Promotion of Merchandise: Partner may purchase Les Mills Merchandise only from persons approved by Les Mills. Partner must not promote any clothing, merchandise, goods or other items in connection with Les Mills or the Programs unless agreed with Les Mills or LMI.

16 Assistance to Customer: If, at Partner's request, Les Mills make a Representative available at any Location to provide assistance, Partner will pay Les Mills' then current consultancy fee and all reasonable travel and accommodation expenses.

17 Inspection: Subject to Partner's reasonable security requirements, Les Mills may visit a Location during normal business hours to assess Partner's compliance with this Agreement.

18 Les Mills' obligations: Les Mills will ensure that all communications and Les Mills Materials provided to Partner are of a reasonable quality.

PART 4: PAYMENT

19 Payment and Calculation of Service Fees: Partner will pay the Service Fees set out in the Key Terms from the relevant Billing Start Date. Service Fees and all other amounts payable under this Agreement are due and payable by direct debit from Partner's nominated bank account or approved credit card upon receipt of Les Mills' invoice.

20 Price Increases: Les Mills may alter any fee, rate or price under this Agreement with 30 days' prior written notice following the expiry of the Minimum Commitment Period. Despite the Cancellation provisions set out in the Key Terms, if Les Mills gives notice of a fee, rate or price increase and Partner wishes to end this Agreement as a consequence, notice to that effect must be given within 10 days of receipt of such notice and this Agreement will end on the date that the price increase would have taken effect.

21 No Remission or Refund of Service Fees: Service Fees will be payable for the term of this Agreement regardless of any fault or other issue with any third party Virtual Player which results in Partner being unable to access any Virtual Programs.

22 Payment Default: Without limiting Les Mills' rights, Partner will pay interest, if demanded, on any amount due but not paid, from the due date until the date of payment at the rate of 10% per annum or the maximum allowable by law, whichever is less. Partner will pay, on demand, any collection costs, including reasonable attorney's fees, incurred by Les Mills in respect of any overdue amounts payable by Partner.

PART 5: LES MILLS IP

23 Ownership of Les Mills IP: Partner acknowledges and agrees that:

- (a) as between Partner and Les Mills, all right, title and interest in and to the Les Mills Materials, Intellectual Property and Improvements (collectively the Les Mills IP) and Goodwill is (and will be) owned exclusively by Les Mills regardless of the media or other form in which it is embodied, now or in the future; and
- (b) except as specifically set out in this Agreement, Partner does not have, and will not acquire, any right, title or interest in or to the any of the Les Mills IP or Goodwill.

24 Assignment: If Partner has, or acquires, any right, title or interest in or to any of the Les Mills IP or Goodwill (the Acquired Rights), then Partner holds the Acquired Rights on trust for Les Mills, and Partner:

- (a) assigns all existing Acquired Rights and (to the extent possible) all future Acquired Rights (upon creation) to Les Mills;
- (b) (to the extent that any future Acquired Rights are not capable of assignment now), assign all future Acquired Rights immediately upon those Acquired Rights coming into existence; and
- (c) will promptly (at Partner's own cost) execute all documents and do all things, upon Les Mills' request, necessary to achieve, confirm or perfect those assignments.

25 No challenge or registration: Partner will not:

- (a) do anything inconsistent with Les Mills' rights in and ownership of any of the Les Mills IP or Goodwill; or

(b) do or permit to be done any act or thing which may in any way impair the rights of Les Mills in or to the Les Mills IP (including, without limitation, registering or using a confusingly similar name or mark, opposing any applications or cancelling any registrations of Les Mills relating to Intellectual Property).

26 Public Performance Rights: Partner is responsible for obtaining, and obligated to obtain, public performance rights for the use of the Programs at the Locations.

27 Infringement and other parties: Partner must immediately notify Les Mills of:

- (a) any suspected or actual infringement of the Les Mills IP by third parties; and
- (b) any claims or threatened claims that the Les Mills IP infringes or violates any other party's intellectual property rights.

PART 6: GENERAL

28 Indemnity: Partner will indemnify Les Mills and LMI, and each of Les Mills' and LMI's respective affiliates, for any damages, loss or cost (including reasonable attorneys' fees and costs) arising from or related to a third-party claim (i) alleging facts that if true would constitute a breach by Partner of this Agreement, or (ii) alleging physical harm caused, or contributed to, by the Programs as conducted by Partner.

29 Disclaimer: EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. LES MILLS AND LMI MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES WHATSOEVER ABOUT THE QUALITY, RELIABILITY OR SUITABILITY OF THE LES MILLS MATERIALS, ANY PLAYERS/HARDWARE OR THE SERVICES PROVIDED BY OR ON BEHALF OF ANY THIRD PARTY. PARTNER WILL MAKE NO REPRESENTATIONS OR WARRANTIES ON LES MILLS' OR LMI'S BEHALF WITHOUT LES MILLS' OR LMI'S EXPRESS WRITTEN CONSENT, INCLUDING, WITHOUT LIMITATION, THE QUALITY OR SUITABILITY OF THE SERVICES, PROGRAMS, RESULTS OR ANTICIPATED RESULTS OF THE SERVICES, PROGRAMS, FITNESS RESULTS OR WEIGHT LOSS.

30 Limitation of Liability: Les Mills' total liability in the aggregate for all claims arising out of or in connection with this Agreement, whether in contract, tort or otherwise, will be limited to the amount of Service Fees paid by Partner under this Agreement during the twelve (12) months preceding the claim.

31 Insurance: Partner must maintain during the Term valid comprehensive business liability insurance policies covering each Location and the use of the Programs and provide evidence of such insurance at Les Mills' request.

32 Assignment: Les Mills may freely assign this Agreement. Partner may not assign this Agreement without Les Mills' prior written approval.

33 Immediate Termination: Les Mills may terminate this Agreement immediately on written notice to Partner if:

- (a) Partner is engaging in, or has engaged in, conduct that could: (i) damage, dilute, or impair the Les Mills IP; or (ii) damage, dilute or diminish the reputation of Les Mills, LMI or the Programs;
- (b) Partner: (i) breaches this Agreement and such breach is not capable of remedy; or (ii) fails to rectify any breach capable of remedy within seven days of written notification by Les Mills of such breach;
- (c) Partner: (i) ceases to carry on business; (ii) ceases to pay its debts as they become due; (iii) takes any step to enter into an arrangement with its creditors; or (iv) takes any step to appoint a receiver, receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person in respect of its assets; or
- (d) Les Mills no longer has rights to sublicense the Programs, without penalty, financial or otherwise.

34 Consequences of Termination: Immediately upon termination, Partner will:

- (a) cease to use the Programs and thereafter will not use or conduct any exercise programs using a name, music or choreography which is substantially similar or confusingly similar to the Trademarks or Programs;
- (b) cease to use and destroy (or delete, where applicable) any Les Mills Materials, including without limitation, the Les Mills Releases, Virtual Programs, or Customer Resources;
- (c) cease any and all use of any Les Mills IP; and
- (d) ensure that each of its Representatives also cease to do the matters referred to in (a), (b) and (c) above.

35 Obligations survive termination: All Partner's obligations which are to be performed in whole or part after the termination of this Agreement will survive termination.

36 Government Taxes and Charges: All amounts payable under this Agreement are exclusive of all taxes and duties. Partner will promptly pay, and indemnify Les Mills against, all taxes and duties assessed in connection with this Agreement except for taxes payable on Les Mills' net income. In the event Partner or the transactions contemplated by this Agreement are exempt from the foregoing, Partner shall promptly provide Les Mills with evidence of such tax-exempt status acceptable.

37 Entire Agreement: This Agreement contains all of the terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering the subject matter of this Agreement. The parties agree that electronic signatures may be used to sign this Agreement.

38 Amendments: Amendments to this Agreement must be in writing and signed by both parties.

39 Confidentiality: Partner must keep confidential and secure any of Les Mills' or LMI's property and information in its possession or within its control which is commercially sensitive or confidential (including the terms of this Agreement).

40 Force Majeure: If either party is prevented from performing any of its respective obligations under this Agreement due to any cause beyond their reasonable control (a "force majeure event") the time for such party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided however, that Partner will not be excused from the payment of any sums of money owed to Les Mills.

41 Rights of Third Parties: LMI is entitled to enforce the terms of this Agreement. No other person other than Partner and Les Mills will be entitled to enforce any obligation under this Agreement.

42 Governing Law: This Agreement is governed by the internal laws of the State of Illinois without regard to principles of conflicts of laws. Any disputes will be heard in the state or federal courts in Chicago, Illinois, and both parties agree and waive any objections to the jurisdiction of such courts. However, Les Mills may bring legal action to enforce the intellectual property and payment provisions of this Agreement in any court of competent jurisdiction where Partner is located, or the violation is occurring.

43 Partial Invalidity: If any part of this Agreement is or becomes invalid or unenforceable, the remainder of this Agreement will not be affected.

44 Information Sharing: If Partner shares any personal information relating to any Instructor with Les Mills, Partner will ensure that Partner has first obtained all relevant consents to enable Partner, Les Mills, LMI and its affiliates to share, collect, use, store and distribute that personal information to enable the relevant party to exercise its rights and perform its obligations under this Agreement (as the case may be). Partner will comply with any relevant privacy laws relating to any personal information it collects, stores, uses and discloses.

45 Waiver: No waiver by either party of any breach of this Agreement by the other party will be considered as a waiver of any subsequent breach of the same or any other provision.

46 Notice by Email: Notices may be delivered by email to the email address of a then current manager (or equivalent level personnel) or to a then current relationship contact designated for a party.

47 Definitions: In this Agreement, the following terms shall be defined as follows:

Agreement means the Key Terms, the Services Description, these Terms and Conditions and the Schedules (if any);

Certified Instructor means an Instructor who is currently certified by Les Mills in relation to specified Programs;

Customer Resources means group fitness management resources, sales and marketing materials (all in English), images and logos for marketing use and other resources provided online or delivered digitally to Partner by Les Mills from time to time;

Goodwill means all goodwill in the Les Mills IP;

GX Programs means the GX Programs set out in the Services Description;

Improvements means all modifications made to or based on the Les Mills Materials or Intellectual Property which are developed or acquired by Les Mills, LMI, Partner or any Instructor or any other person (whether alone or jointly with any person);

Instructor means a person engaged by Partner to instruct Programs at a Location;

Instructor Agreement means LMI's standard form instructor agreement as amended by LMI from time to time;

Intellectual Property means all intellectual property created, developed, obtained, acquired, incorporated or used by LMI and/or its affiliated companies in, for, as part of, on and/or in relation to the Programs and any other exercise programs created or developed by LMI (each of the foregoing, individually and collectively, Les Mills Program Suite), Customer Resources and/or Les Mills Releases, whether existing at the date of this Agreement or subsequently created, developed, obtained, acquired, incorporated or used by LMI and/or its affiliated companies, and all rights and interests therein (including common law rights and interests). Intellectual Property includes, without limitation:

(a) any registered or unregistered trademarks, service marks, or trade names, including the Trademarks, and/or other devices used by LMI and/or its affiliated companies to identify and promote itself and/or the Les Mills Program Suite;

(b) know-how, trade secrets, trade dress and other distinctive get-up, technical/business or other information or experience devised, developed or acquired by LMI and/or its affiliated companies and/or applied to the development and marketing of the Les Mills Program Suite;

(c) copyrights, including copyright licenses held by LMI and/or its affiliated companies in any written material, routines or other works relating to the Les Mills Program Suite; and

(d) patents, registered and unregistered designs.

LMI means Les Mills International Limited;

Les Mills Brand Guidelines means the brand guidelines provided by Les Mills or LMI to Partner from time to time;

Les Mills IP has the meaning set out in clause 23(a);

Les Mills Materials has the meaning set out in clause 1;

Les Mills Merchandise means any clothing, merchandise, goods or other item (i) incorporating any Intellectual Property and/or (ii) of a brand partner of Les Mills;

Les Mills Releases means materials including music, audio visual footage, and choreography notes for the use of Instructors relating to the Programs;

Live Programs means the GX Programs, and the Service Add-On programs that are for use in the live classes only, as specified in the Services Description;

Location means a single physical facility operated by Partner as set out in the Key Terms or the schedule to this Agreement;

Programs means the Live Programs and the Virtual Programs;

Representative means a representative of a party including its employees, agents, contractors, subcontractors, directors and officers;

Service Package means a Service Package offered by Les Mills as set out in the Services Description;

Term means the term of this Agreement, specified in clause 4;

Trademarks means any registered or unregistered trademarks, service marks, or trade names used by Les Mills or LMI on, in or in relation to the Les Mills Materials;

Training Workshop means a workshop conducted by Les Mills;

Virtual Player means a hardware and/or software system that is on LMI's list of players approved to play the Virtual Programs (as amended by LMI from time to time); and

Virtual Programs means the Virtual Programs listed in the Service Package schedule.

48 General Construction: In this Agreement, unless the context otherwise requires:

references to Partner or Les Mills (or LMI) include successors and permitted assigns;

references to Les Mills and LMI include the respective affiliated companies;

if Partner comprises two or more persons, Partner's liability will be joint and several; and

a reference to a prohibition or restriction on Partner doing anything includes a reference to Partner not permitting, suffering or causing that thing to be done.

SERVICES DESCRIPTION

The section sets out the elements of the Les Mills fitness solutions and services that are included in each Service Package and the Service Add-Ons.

<p>Service Package</p>	<p>Each Service Package comprises of:</p> <ol style="list-style-type: none"> Live and Digital Package – <ul style="list-style-type: none"> the Small Program selection, and the Essential Plan 		
	<p>SMALL</p> <ul style="list-style-type: none"> Partner's selection of up to 3 GX Programs Unlimited Virtual Programs 		
<p>Programs</p>	<p>GX Programs: LES MILLS® Programs for use in live classes only, BODYATTACK®; BODYCOMBAT®; LES MILLS BODYBALANCE®; BODYJAM®; BODYPUMP®; RPM®; BODYSTEP®; LES MILLS CORE®; LES MILLS TONE®; ; LES MILLS GRIT®; LES MILLS DANCE™*; LES MILLS SPRINT®; CEREMONY®; and CONQUER®. *Note: LES MILLS DANCE™ is available from 1 January 2024</p>	<p>Virtual Programs: LES MILLS® Programs for use in Virtual classes only, BODYCOMBAT® Virtual; LES MILLS BODYBALANCE® Virtual; BODYPUMP® Virtual; LES MILLS CORE® Virtual; LES MILLS GRIT® Virtual; LES MILLS DANCE™ Virtual*; LES MILLS SPRINT® Virtual RPM® Virtual, The TRIP® Virtual, and BORN TO MOVE® Virtual *Note: LES MILLS DANCE™ Virtual is available from 1 April 2024</p>	
<p>Service Plan</p>	<p>Based on the Service Package selected in the Key Terms, for each 12-month period of the Term (a "Year") Partner receives the Service Plan set out below. Any services that are not used during the applicable Year will not roll over to a subsequent Year, e.g., Business Strategy Meetings will not roll over if they are unused.</p>		
	<p>ESSENTIAL</p> <ul style="list-style-type: none"> Instructor Launch Discount Marketing Studio Access Les Mills Connect Access Self-service education on, Group Fitness Onboarding, and Group Fitness Management \ Business Strategy Meetings (2 per Year). 		
<p>Service Add-Ons</p>	<p>For Service Add-Ons, the Terms and Conditions will apply along with the applicable schedule of additional terms and conditions specific to the Service Add-On.</p>		
	<p>BORN TO MOVE® Program Is a Live Program aimed at children and young people. The Schedule: <i>TERMS AND CONDITIONS FOR BORN TO MOVE PROGRAM</i> applies.</p>	<p>IMMERSIVE FITNESS Program: THE TRIP® Immersive The Trip Immersive is a Live Program that includes audio-visual content. The Schedule: <i>TERMS AND CONDITIONS FOR IMMERSIVE FITNESS PROGRAM</i> applies.</p>	<p>LES MILLS® Content Les Mills Content is audio-visual content for use in Partner's Platform. The Schedule: <i>TERMS AND CONDITIONS FOR LES MILLS CONTENT</i> applies.</p> <p>LES MILLS® Limited Edition Collection Partner may select up to 3 Les Mills Limited Edition Collection Programs to run in addition to their other Live Programs. The Schedule: <i>TERMS AND CONDITIONS FOR LES MILLS LIMITED EDITION COLLECTION</i> applies.</p>

Completed forms can be returned to: Imus.accounts@lesmills.com

Note all invoices are sent electronically via e-mail to the party responsible for payment. Invoices can only be sent to one e-mail contact.

Billing Contact Information:

Business Name	
Billing Contact Name	
E-mail	
Phone Number	
Billing Address	

Credit Card Authorization *(Only one form of payment required):*

Cardholder Name	
Type of Card (Visa/MC/AMEX)	
Card Number	
Card Expiration Date	
CVC Number	
Billing Address	

ACH Authorization: *(Only one form of payment required):*

Bank Name	
Bank ABA	
Bank Account Number	

BACKGROUND

I (WE) hereby authorize Les Mills United States Trading herein after called COMPANY, to initiate debit entries and/or correction entries to our ACH OR CREDIT CARD account indicated above at the depository named above, to credit the same such account. This authorization is to remain in full force until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITROY reasonable opportunity to act upon it.

SIGNED AS AN AGREEMENT

.....

Signature of Authorized Officer

Name:

Date:

363 W ERIE STREET, SUITE 200, CHICAGO, IL 60654 | T +1-844-LES MILLS | W www.lesmills.com

Signature:

Email: chloe.caudillo@lesmills.com

Signature:

Email: sam@leapinglizard.com

6C



Marshall Creek Community Development District

Memorandum

To: MCCDD Board of Supervisors

From: Jodi Moore, General Manager

Request:

Replace the existing agreement with RJ Young for one copier with an agreement for two machines with a minimal monthly cost increase.

Reason:

The MCCDD currently has a copier agreement with RJ Young for a large copier unit in the management office. The agreement was executed on January 5, 2023, for a term of 60 months. This agreement provides one color copier unit (Ricoh IM C4500 with paper feed and finisher). This machine is of a larger capacity than needed by the management staff.

Should the Board be willing, RJ Young has agreed to release MCCDD from that agreement and replace it with a new agreement for two machines. One Ricoh IM C3000 copier for the management office and a Lexmark XC4150 for use at the front desk. The new agreement would be for 60 months from the start date.

	Current Agreement	New Agreement
Term	60 months – with 48 months remaining	60 months from start date
Equipment	Ricoh IM C4500 with paper feed & finisher	Ricoh IM C3000 Lexmark XC4150
Monthly Co	\$220.00	\$226.00 (includes processing fee)
B&W copy cost	0.007	0.007
Color copy cost	0.060	0.070

The management team strongly believes that having two machines will increase efficiency for the staff and service to the residents by having a dedicated machine that can copy, print, and scan at the front desk.

Attachments: Proposed agreement from RJ Young

Cost Per Copy Agreement				Customer Purchase Order		Sales Rep #	
<i>Billing Location</i>				<i>Install Location</i>			
Full Customer Name – Include Inc., Corp., LLC etc. Marshall Creek Development Community				Customer Name Marshall Creek Development Community			
				Department		County Saint Johns	
Street Address 625 PALENCIA CLUB DR				Street Address 625 PALENCIA CLUB DR			
City Saint Augustine		State FL	Zip+4 32095	City Saint Augustine		State FL	Zip+4 32095
Contact Name Richard Luciano		Phone # (904) 810-0520	Fax #	Meter Contact Jodi Moore		Phone # (904) 810-0520	Fax #
Email jmoore@vestapropertyservices.com				Email jmoore@vestapropertyservices.com			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh	AAA43409	Ricoh IM C3000 - 30/30 PPM Color Copier	3109R101208		
1	Ricoh		Paper Feed Unit PB3280 (550 x 2)			
1	Ricoh		Fax Option Type M37			
1	Lexmark	AAA31696	XC4150 - 50/50 PPM Color MFP	7528743011T8H		

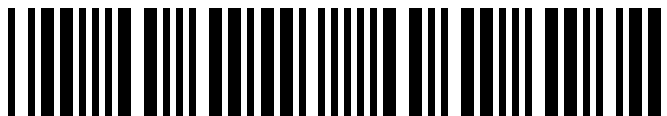
Trade-In/Buyout (Items to be picked up)					Total This Page	
1	Ricoh	AAA104293	IM C4500	3122R211731	Total From Add'l Equipment List	
					Sales Tax	
					Total	
					Tax Exempt <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Attach Exemption Certificate	

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency		Overage Billing Frequency	
	60		\$218.00	Monthly		Monthly	
Monthly Minimum Number of B&W Copies		Overage Rate per B&W Copy 0.007000		Monthly Minimum Number of Color Copies		Overage Rate per Color Copy 0.070000	
Monthly Minimum Number of Square Feet		Overage Rate per Square Foot		Monthly Minimum Number of Linear Feet		Overage Rate per Linear Foot	
Monthly Minimum Number of B&W Prints		Overage Rate per B&W Print		Monthly Minimum Number of Color Prints		Overage Rate per Color Print	
Monthly Minimum Number of Misc		Overage Rate per Misc		Monthly Minimum Number of Misc 2		Overage Rate per Misc 2	
Agreement Includes <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other <input type="checkbox"/> New Account <input type="checkbox"/> New Equipment <input checked="" type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> MAM <input checked="" type="checkbox"/> Used <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MICR Toner							

Remarks:
There will be an \$8 processing fee for each invoice.

<i>Additional terms and conditions on page 2.</i>			
Signature: _____		Sales Rep: _____	Date: _____
Print Name: _____			
Title: _____	Date: _____	Sales Manager: _____	Date: _____



*This is a non-cancelable agreement*Order # Page 15
J0CQ00

2. **RENTAL AGREEMENT.** You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. **YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT.** Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. **CONNECTION TO COMPUTERS/NETWORKS.** RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.

4. **TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. **USE.** You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. **INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. **ASSIGNMENT.** You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. **LOSS OR DAMAGE.** You are responsible for any loss, theft, destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

9. **TAXES AND FEES.** You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. **EQUIPMENT LOCATION; RETURN.** You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. **RENEWAL.** Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. **YOUR REPRESENTATIONS.** You state for our benefit that as of the date of this Agreement: (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. **YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. **DEFAULT.** You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. **REMEDIES.** In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. **NOTICES.** All of our written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

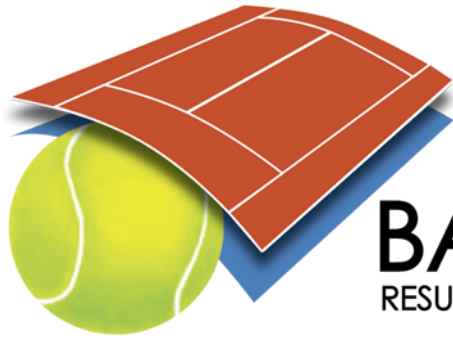
17. **MISCELLANEOUS.** This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. **JURISDICTION.** You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. **INTERPRETATION.** As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

6D.



BAB Tennis Courts

RESURFACING CONSTRUCTION MAINTENANCE

Palencia Country Club Tennis Court Resurfacing Invoice

Name: Marshall Creek CDD	From: Brian Bullock
Address: 600 Palencia Club Dr, St Augustine, FL 32095(904) 599-9040	Date: 1.29.24
Contact: Tom Salmon	Phone Number: 352-572-0179

Invoice

Tom,

Please find below the invoice for the two Court Hydro resurfacing project.

Resurfacing consists of removal of existing lines and nails and dead material. Scarifying of existing surface and prep for clay. Installation of 6 tons per court and installation of new lines and nails. Courts will be rolled to compaction. Owner is responsible for rolling courts to firmness and for the daily maintenance needed. BAB will provide all materials for this project along with all equipment.

Cost per court- \$6,150.00

Total Cost - \$12,300.00

If you have any questions or concerns, please do not hesitate to call.
Thanks and best,

Brian Bullock

B.A.B Tennis Courts

PO Box 5212 Ocala, FL 34478 BullockTennis@gmail.com

6E.

RESOLUTION 2024-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY PURSUANT TO F.S. § 274.06; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

[FOR PROPERTY VALUED AT LESS THAN \$5,000.00]

WHEREAS, the Marshall Creek Community Development District (“District”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* (“Governmental Unit”); and

WHEREAS, the District has purchased and owns certain personal property as listed in more detail in the attached **Exhibit A** (“Surplus Property”); and

WHEREAS, the District desires to classify the Property as surplus tangible personal property, and to determine that the Property is obsolete and that continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

WHEREAS, the District has considered the best interests of the District, and the value and condition of the Property, and

WHEREAS, the District desires to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, the District hereby determines that the Property is without commercial value and desires to destroy or abandon it, all in accordance with the provisions of Chapter 274, *Florida Statutes*; and

WHEREAS, the District believes that disposing of the Property in this fashion is the most efficient and cost-effective means of disposing of the Property; and

WHEREAS, the District has estimated the value of the respective pieces of Property to be less than Five Thousand Dollars (\$5,000.00), or without commercial value; and

WHEREAS, the District believes that it is in its best interests to dispose of the Property in this fashion.

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

SECTION 1. INCORPORATION OF RECITALS. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY. The District hereby classifies the Property as surplus tangible personal property, and hereby determines that the continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function.

SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY. The District hereby directs and authorizes staff to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, by destroying or abandoning it, all in accordance with the provisions of Chapter 274, *Florida Statutes*. Staff may dispose of the respective pieces of Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Property separately to the extent it is in the best interest of the District.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

PASSED AND ADOPTED this 21st day of February, 2024.

ATTEST:

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A**List of the Property**

Items for Disposal	Quantity	Serial # (if applicable)	Reason for Disposal
3' x 3' wooden table	1	52.00791	broken
Logitech Keyboard	1	1821SY02HTU8	parts missing
Logitech Keyboard K360	1	1834CE1CBAD8	parts missing
Logitech Keyboard K360	1	1829CE1989F8	parts missing
HP Keyboard	1	BDAEB0Q5Y4X53N	obsolete
Logitech Keyboard	1	2236SY00MFD8	obsolete
Logitech Keyboard	1	1828CE18C408	obsolete
APC backup/power source	1	9B1812A05799	obsolete
HP wired mouse	1	600553-002	obsolete
Logitech mouse	1	1826LZOR8A68	not working
Logitech mouse	1	2208LZMEHHV8	not working
Logitech Mouse	1	2112SDS1SG18	not working
Logitech mouse	1	1818LZX7TAX8	not working
EDAC power cord	1	EA10361	obsolete
Dell power cord	1	CNOMGJN9LOCOO73N65DCA04	obsolete
Elite Screens remote wall box	1	ZSP-WB-B	obsolete
Logitech wired mouse	1	810-002182	obsolete
Computer power cord	2		obsolete
LG Monitor	1	102NDLS79344	obsolete
HP Monitor	1	CNC337PBHQ	obsolete
Acer Monitor	1	4904707642	not working
HP CPU	1	2UA3391ZKR	obsolete
Data cable cord	2		obsolete
Computer cord	5		obsolete
HP printer	1	VNB3382316	not working
Wall Clock	1		not working
Black Stacking Chairs	44	National Public Seating	damaged/poor condition
Lifeguard Rescue Tubes	2		damaged/poor condition
Lifeguard Chair Umbrellas	2		damaged/poor condition

6F

SJSO Off-Duty Roving Patrol Violation Log

Date:	Improper Parking / Roadway Obstructio	Suspicious Activity or Traffic Violation	Adult Golf Cart Infraction	Juvenile Golf Cart Infraction	Suspicion of Illegal Substance	Model / Vacant Home Suspicious	Child Mischief	Adult Mischief	Warning or Citation	Day of the Week	Officer	Notes
01/03/24		4							4	Wednesday	Perna	4 written warnings for excessive speed
01/05/24		6							6	Friday	Perna	1 written warning excessive speed, 1 citation excessive speed, 4 written warnings stop sign violations.
01/06/24		2							2	Saturday	Carson	2 warnings suspicious vehicles
01/07/24		2							2	Sunday	Hetzler	Written warning for headlight out, Suspicious vehicle contacted, driver arrested for narcotics
01/09/24		2							2	Tuesday	Emert	2 verbal warnings stop sign violations
01/10/24		2							2	Wednesday	Solis	1 citation stop sign violation, 1 written warning excessive speed
01/12/24		2							2	Friday	Carson	1 Bicycle violation, 1 verbal warning stop sign violation
01/13/24		3							3	Saturday	Wampler	2 written warnings stop sign violations, 1 verbal warning stop sign violation
01/16/24		4							4	Tuesday	Perna	1 written warning excessive speed, 3 written warnings stop sign violation
01/17/24	6	3							9	Wednesday	Emert	3 verbal warnings stop sign violations, 6 field contacts for contractor parking violations
01/18/24		6							6	Thursday	Perna	1 citation excessive speed in school dismissal zone, 2 written warnings stop sign violation, 3 written warnings excessive speed
01/19/24		2							2	Friday	Carson	1 verbal warning stop sign violation, 1 verbal warning unoccupied vehicle with unassigned tag
01/22/24		6							6	Monday	Perna	2 written warnings excessive speed, 2 written warnings stop sign violation, 1 written warning faulty equipment, 1 citation stop sign violation
01/24/24		4							4	Wednesday	Perna	1 citation excessive speed, 1 written warning failure to yield ROW to pedestrian at crosswalk, 2 written warnings excessive speed
01/25/24		4							4	Thursday	Solis	2 written warnings stop sign violation, 1 written warning speed violation, 1 verbal warning speed violation
01/26/24		2							4	Friday	Wampler	2 verbal warnings stop sign violation
01/27/24		1	1						2	Saturday	Carson	1 warning ROA violation juvenile, 1 verbal warning stop sign violation golf cart
01/28/24		4		2					4	Sunday	Perna	1 written warning stop sign violation, 1 written warning excessive speed, 2 written warnings juvenile golf cart w/o learners permit, 2 verbal warnings 2 adults vagrant on private property
01/29/24									0	Monday	Solis	No warnings or citations, 1 call for service W/I neighborhood
January 2024 Totals	6	59	1	2	0	0	0	0	68			
2024 YTD total	6	59	1	2	0	0	0	0	68			
Month to Month Comparison												
January 2023	0	46	3	1	0	0	3	0	53			
January 2024	6	59	1	2	0	0	0	0	68			

Seventh Order of Business

7A

MARSHALL CREEK
Community Development District

Financial Report

January 31, 2024

Prepared by



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MARSHALL CREEK
Community Development District

Financial Statements

(Unaudited)

January 31, 2024

Balance Sheet
January 31, 2024

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL 004 - 2002 AREA CAPITAL RESERVES FUND	SERIES 2002 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2016 DEBT SERVICE FUND	TOTAL
ASSETS						
Cash - Checking Account	\$ 3,503,029	\$ -	\$ -	\$ -	\$ -	\$ 3,503,029
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	-	282,116	14,546	12,752	808	310,222
Investments:						
Money Market Account	405,064	-	-	-	-	405,064
Mutual Funds (Gov. Fund)	548,379	-	-	-	-	548,379
Treasury Bills (6 months)	1,022,197	-	-	-	-	1,022,197
Prepayment Account	-	-	3,862	-	22	3,884
Prepayment Account A	-	-	-	37	-	37
Reserve Fund	-	-	50,000	-	31,330	81,330
Reserve Fund A	-	-	-	479,250	-	479,250
Revenue Fund	-	-	1,138,979	-	74,030	1,213,009
Revenue Fund A	-	-	-	874,126	-	874,126
Sinking fund	-	-	-	-	6	6
Sinking Fund A	-	-	-	237	-	237
Prepaid Items	17,267	-	-	-	-	17,267
TOTAL ASSETS	\$ 5,495,936	\$ 282,116	\$ 1,207,387	\$ 1,366,402	\$ 106,196	\$ 8,458,037
LIABILITIES						
Accounts Payable	\$ 17,991	\$ -	\$ -	\$ -	\$ -	\$ 17,991
Sales Tax Payable	514	-	-	-	-	514
Due To Other Funds	310,222	-	-	-	-	310,222
TOTAL LIABILITIES	328,727	-	-	-	-	328,727
FUND BALANCES						
Nonspendable:						
Prepaid Items	17,267	-	-	-	-	17,267
Restricted for:						
Debt Service	-	-	1,207,387	1,366,402	106,196	2,679,985
Assigned to:						
Operating Reserves	1,225,543	-	-	-	-	1,225,543
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:	2,944,137	282,116	-	-	-	3,226,253
TOTAL FUND BALANCES	\$ 5,167,209	\$ 282,116	\$ 1,207,387	\$ 1,366,402	\$ 106,196	\$ 8,129,310
TOTAL LIABILITIES & FUND BALANCES	\$ 5,495,936	\$ 282,116	\$ 1,207,387	\$ 1,366,402	\$ 106,196	\$ 8,458,037

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 50,000	\$ 16,667	\$ 57,464	\$ 40,797
Shared Rev - Other Local Units	541,292	541,292	-	(541,292)
Interlocal Agreement - Other	351,990	117,330	5,447	(111,883)
S/F Swimming Program Fees	3,500	-	-	-
S/F Activity Fees	4,000	-	-	-
S/F Rental Fees	2,500	833	500	(333)
S/F Snack Bar Revenue	3,000	1,000	-	(1,000)
Tennis Merchandise Sales	25,000	8,333	8,512	179
Tennis Special Events&Socials	1,500	750	-	(750)
Tennis Lessons & Clinics	300,000	100,000	120,143	20,143
Tennis Ball Machine Rental Fee	6,500	2,167	4,596	2,429
Tennis Membership	65,000	43,333	56,986	13,653
Special Assmnts- Tax Collector	3,433,348	2,712,345	2,591,390	(120,955)
Special Assmnts- Discounts	(137,334)	(108,493)	(103,910)	4,583
Other Miscellaneous Revenues	8,500	2,833	32,573	29,740
Gate Bar Code/Remotes	4,000	1,333	1,255	(78)
Impact Fee	286,625	95,542	84,780	(10,762)
TOTAL REVENUES	4,949,421	3,535,265	2,859,736	(675,529)
EXPENDITURES				
Administration				
P/R-Board of Supervisors	14,285	4,762	3,135	1,627
ProfServ-Arbitrage Rebate	1,800	1,800	600	1,200
ProfServ-Dissemination Agent	3,000	3,000	-	3,000
ProfServ-Engineering	25,000	8,333	8,813	(480)
ProfServ-Legal Services	75,000	25,000	19,845	5,155
ProfServ-Mgmt Consulting	69,842	23,281	23,281	-
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	1,533	1,032	501
Insurance - General Liability	42,210	31,658	30,100	1,558
Printing and Binding	2,500	833	199	634
Legal Advertising	3,500	1,167	344	823
Miscellaneous Services	14,000	4,667	5,421	(754)
Misc-Assessment Collection Cost	68,667	54,247	49,716	4,531
Shared Exp - Other Local Units	521,042	521,042	-	521,042
Office Supplies	1,474	491	190	301
Annual District Filing Fee	175	175	175	-
Total Administration	880,167	698,861	159,843	539,018

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Other Public Safety</u>				
Payroll-Benefits	7,500	2,500	1,033	1,467
Payroll-Engineering	89,255	29,752	18,953	10,799
Payroll-Janitor	2,500	833	825	8
Contracts-Security Services	135,000	45,000	41,910	3,090
Contracts-Roving Patrol	56,100	18,700	16,777	1,923
R&M-Gate	30,000	10,000	14,089	(4,089)
Misc-Bar Codes	5,335	1,778	-	1,778
Total Other Public Safety	325,690	108,563	93,587	14,976
<u>Field</u>				
Payroll-Benefits	9,965	3,322	1,185	2,137
Payroll-Engineering	71,455	23,818	18,653	5,165
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	6,332	2,001
R&M-Buildings	20,000	6,667	-	6,667
R&M-Electrical	6,180	2,060	387	1,673
R&M-Fountain	5,000	1,667	58	1,609
R&M-Mulch	7,350	-	-	-
R&M-Roads & Alleyways	140,000	46,667	7,009	39,658
R&M-Sidewalks	40,000	13,333	12,782	551
R&M-Signage	7,500	3,375	1,269	2,106
Cap Outlay-Machinery and Equip	-	-	23,210	(23,210)
Total Field	341,065	115,257	70,885	44,372
<u>Landscape Services</u>				
Payroll-Salaries	82,672	27,557	24,721	2,836
Payroll-Administrative	6,335	2,112	1,253	859
Payroll-Benefits	87,124	29,041	12,550	16,491
Payroll-General Staff	270,000	90,000	75,635	14,365
Payroll-Irrigation Staff	86,600	28,867	32,062	(3,195)
Payroll-IPM Staff	107,975	35,992	6,670	29,322
Payroll-Equipment Mechanic	38,242	12,747	17,981	(5,234)
Payroll Taxes	45,225	15,075	12,463	2,612
ProfServ-Info Technology	500	167	-	167
Contracts-Misc Labor	41,895	13,965	16,500	(2,535)
Communication - Telephone	3,900	1,300	1,617	(317)
Utility - Cable TV Billing	2,395	798	826	(28)
Electricity - General	3,360	1,120	1,148	(28)
Utility - Refuse Removal	13,650	4,550	5,169	(619)
Utility - Water & Sewer	2,100	700	781	(81)
Rentals - General	1,000	333	-	333
R&M-Buildings	6,000	2,000	1,089	911
R&M-Equipment	31,500	10,500	6,937	3,563

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
R&M-Grounds	23,100	7,700	5,669	2,031
R&M-Irrigation	24,150	8,050	8,149	(99)
R&M-Mulch	94,500	31,500	62,565	(31,065)
R&M-Pump Station	20,000	6,667	12,024	(5,357)
R&M-Trees and Trimming	35,000	11,667	4,375	7,292
Misc-Employee Meals	6,500	2,167	1,313	854
Office Equipment	500	167	-	167
Op Supplies - General	25,000	8,333	2,544	5,789
Op Supplies - Uniforms	5,000	1,667	-	1,667
Op Supplies - Fuel, Oil	20,000	6,667	2,667	4,000
Impr - Landscape	35,000	11,667	8,455	3,212
Cap Outlay-Machinery and Equip	8,500	2,833	-	2,833
Total Landscape Services	1,127,723	375,909	325,163	50,746
<u>Utilities</u>				
Electricity - Streetlights	85,575	28,525	33,104	(4,579)
Utility - Water & Sewer	14,000	4,667	2,187	2,480
R&M-Lake	48,000	16,000	17,100	(1,100)
Total Utilities	147,575	49,192	52,391	(3,199)
<u>Operation & Maintenance</u>				
Payroll-Shared Personnel	351,990	117,330	11,595	105,735
ProfServ-Field Management	304,752	101,584	108,615	(7,031)
Training/Staff Development	2,500	833	-	833
Communication - Telephone	1,700	567	-	567
Postage and Freight	450	150	432	(282)
Rentals - General	2,375	792	-	792
Printing and Binding	5,250	1,750	1,771	(21)
Misc-Connection Computer	2,500	833	634	199
Billback Expenses Developer	-	-	1,108	(1,108)
Office Supplies	750	250	-	250
Op Supplies - General	8,000	2,667	1,776	891
Total Operation & Maintenance	680,267	226,756	125,931	100,825
<u>Parks and Recreation</u>				
ProfServ-Mgmt Consulting	26,994	8,998	8,998	-
Insurance -Property & Casualty	73,988	55,491	78,055	(22,564)
Total Parks and Recreation	100,982	64,489	87,053	(22,564)
<u>Clubhouse</u>				
Contracts-Misc Labor	3,150	1,050	425	625
Contracts-Outside Fitness	5,500	1,833	4,030	(2,197)
R&M-Air Conditioning	7,500	2,500	235	2,265
R&M-Buildings	5,000	1,667	-	1,667
R&M-Equipment	3,000	1,000	77	923
Special Events	50,000	16,667	18,706	(2,039)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Cap Outlay-Machinery and Equip	1,500	500	-	500
Cap Outlay-Clubhouse	10,000	3,333	1,627	1,706
Total Clubhouse	85,650	28,550	25,100	3,450
<u>Swimming Pool</u>				
Payroll-Salaries	103,570	34,523	5,409	29,114
Payroll-Hourly	50,097	16,699	23,926	(7,227)
Payroll-Lifeguards	42,000	14,000	-	14,000
Payroll-Benefits	28,425	9,475	8,375	1,100
Payroll-Engineering	71,455	23,818	15,995	7,823
Payroll-Janitor	13,975	4,658	5,183	(525)
Payroll-Landscape	15,425	5,142	4,689	453
Payroll Taxes	16,035	5,345	2,160	3,185
ProfServ-Info Technology	2,500	833	350	483
Contracts-Landscape	5,000	1,667	-	1,667
Travel and Per Diem	200	67	-	67
Communication - Telephone	6,875	2,292	2,753	(461)
Utility - General	55,920	18,640	24,152	(5,512)
Utility - Cable TV Billing	4,410	1,470	1,184	286
Utility - Refuse Removal	3,050	1,017	893	124
R&M-Buildings	15,000	5,000	4,272	728
R&M-Pools	29,400	9,800	11,776	(1,976)
R&M-Vehicles	500	167	-	167
Advertising	500	167	621	(454)
Miscellaneous Services	350	117	-	117
Misc-Employee Meals	4,695	1,565	931	634
Misc-Training	1,500	500	-	500
Misc-Licenses & Permits	1,100	367	-	367
Office Supplies	3,000	1,000	571	429
Cleaning Supplies	1,500	500	162	338
Office Equipment	3,000	1,000	-	1,000
Snack-Bar Expenses	1,000	333	-	333
Op Supplies - Spa & Paper	1,500	500	-	500
Op Supplies - Uniforms	1,500	500	-	500
Subscriptions and Memberships	7,500	2,500	2,884	(384)
Cap Outlay - Pool Furniture	15,000	5,000	-	5,000
Capital Outlay - Pool	10,000	3,333	-	3,333
Total Swimming Pool	515,982	171,995	116,286	55,709
<u>Tennis Court</u>				
Payroll-Salaries	136,500	45,500	42,425	3,075
Payroll-Hourly	43,405	14,468	18,500	(4,032)
Payroll-Benefits	40,445	13,482	6,200	7,282
Payroll-Engineering	53,595	17,865	9,777	8,088
Payroll-Commission	274,050	91,350	105,556	(14,206)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Payroll-Janitor	6,115	2,038	1,671	367
Payroll-Landscape	4,925	1,642	1,703	(61)
Payroll Taxes	35,355	11,785	8,972	2,813
ProfServ-Info Technology	2,500	833	3,015	(2,182)
Contracts-Landscape	5,000	1,667	-	1,667
Communication - Telephone	2,750	917	1,210	(293)
Utility - Cable TV Billing	2,585	862	1,152	(290)
Electricity - General	13,125	4,375	4,726	(351)
Utility - Refuse Removal	2,585	862	893	(31)
Utility - Water & Sewer	1,575	525	468	57
Rental/Lease - Vehicle/Equip	1,785	595	264	331
R&M-General	7,000	2,333	985	1,348
R&M-Court Maintenance	20,000	6,667	761	5,906
R&M-Vandalism	500	167	-	167
Printing and Binding	500	167	126	41
Advertising	500	167	621	(454)
Misc-Employee Meals	2,500	833	288	545
Special Events	1,000	333	240	93
Office Supplies	2,500	833	624	209
Office Equipment	5,000	1,667	-	1,667
Teaching Supplies	4,000	1,200	981	219
Op Supplies - Uniforms	500	200	123	77
COS - Start Up Inventory	15,000	7,800	3,335	4,465
Subscriptions and Memberships	1,775	1,775	650	1,125
Cap Outlay-Machinery and Equip	10,000	3,600	7,920	(4,320)
Total Tennis Court	697,070	236,508	223,186	13,322
Reserves				
Reserve - Field	47,250	47,250	-	47,250
Total Reserves	47,250	47,250	-	47,250
TOTAL EXPENDITURES & RESERVES	4,949,421	2,123,330	1,279,425	843,905
Excess (deficiency) of revenues				
Over (under) expenditures	-	1,411,935	1,580,311	168,376
Net change in fund balance	\$ -	\$ 1,411,935	\$ 1,580,311	\$ 168,376
FUND BALANCE, BEGINNING (OCT 1, 2023)	3,586,898	3,586,898	3,586,898	
FUND BALANCE, ENDING	\$ 3,586,898	\$ 4,998,833	\$ 5,167,209	

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. In the process of closing the Truist and Bank United checking accounts.
- ▶ 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.
- ▶ 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.

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.

Budget Analysis - Significant Variances

<u>Account Name</u>	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>	<u>Explanation</u>
<u>Revenues</u>				
Interest-Investment	\$ 50,000	\$ 57,463	115%	Interest earned on investments.
Interlocal Agreement - Other	\$ 351,990	\$ 5,447	2%	Interlocal agreement with Sweetwater Creek CDD for staffing which terminated 10/7.
Tennis Lessons & Clinics	\$ 300,000	\$ 120,143	40%	Tennis lessons revenue through January.
Tennis Ball Machine Rental Fee	\$ 6,500	\$ 4,596	71%	Tennis ball machine rental revenue through January.
Tennis Membership	\$ 65,000	\$ 56,986	88%	Tennis membership revenue.
Special Assmnts - Tax Collector	\$ 3,433,348	\$ 2,591,390	75%	Assessments collections through January.
Other Miscellaneous Revenue	\$ 8,500	\$ 32,573	383%	Includes: Non-Resident memberships, Access cards, guest fees, and other miscellaneous revenues.
<u>Expenditures</u>				
<u>Administrative</u>				
Insurance-General Liability	\$ 42,210	\$ 30,100	71%	Public Risk for FY 2024. Preferred Governmental Insurance Trust. Paid first 2 installments for 75% of the annual premium.
<u>Other Public Safety</u>				
R&M-Gate	\$ 30,000	\$ 14,089	47%	Gate related utilities and repairs.
<u>Field</u>				
Cap Outlay-Machinery and Equip	\$ -	\$ 23,210	NA	Budget was not allocated. Replacement utility cart for engineering.
<u>Landscape Services</u>				
Payroll-Equipment Mechanic	\$ 38,242	\$ 17,981	47%	Payroll is current regarding equipent mechanic through January 2024.
R&M-Mulch	\$ 94,500	\$ 62,565	66%	Includes purchase for Pine Straw Sales to Residents.
R&M-Pump Station	\$ 20,000	\$ 12,024	60%	Includes Flow Certification, 3HP sub pump, Aquifer installation for well and pump.

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>Parks and Recreation</u>				
Insurance-Property & Casualty	\$ 73,988	\$ 78,085	106%	Significant increase in property insurance premium with this being 75% of the annual premium.
<u>Swimming Pool</u>				
Payroll-Hourly	\$ 50,097	\$ 23,926	48%	Swim/Fitness payroll increase during season.
<u>Tennis Court</u>				
Cap-Outlay-Machinery and Equip	\$ 10,000	\$ 7,920	79%	Includes repair to tennis court fence; installation of breakers, conduit and wiring.

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

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
Special Assmnts- Tax Collector	52,924	42,027	39,945	(2,082)
Special Assmnts- Discounts	(2,117)	(1,682)	(1,602)	80
TOTAL REVENUES	50,807	40,345	38,343	(2,002)
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	1,058	840	766	74
Total Administration	1,058	840	766	74
TOTAL EXPENDITURES	1,058	840	766	74
Excess (deficiency) of revenues Over (under) expenditures	49,749	39,505	37,577	(1,928)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	49,749	-	-	-
TOTAL FINANCING SOURCES (USES)	49,749	-	-	-
Net change in fund balance	\$ 49,749	\$ 39,505	\$ 37,577	\$ (1,928)
FUND BALANCE, BEGINNING (OCT 1, 2023)	244,539	244,540	244,539	
FUND BALANCE, ENDING	\$ 294,288	\$ 284,045	\$ 282,116	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 250	\$ 84	\$ 8,012	\$ 7,928
Special Assmnts- Tax Collector	1,164,552	922,835	876,796	(46,039)
Special Assmnts- Discounts	(46,582)	(36,716)	(35,158)	1,558
TOTAL REVENUES	1,118,220	886,203	849,650	(36,553)
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	23,291	18,357	16,821	1,536
Total Administration	23,291	18,357	16,821	1,536
Debt Service				
Principal Debt Retirement	710,000	-	-	-
Principal Prepayments	-	-	25,000	(25,000)
Interest Expense	400,250	200,125	200,125	-
Total Debt Service	1,110,250	200,125	225,125	(25,000)
TOTAL EXPENDITURES	1,133,541	218,482	241,946	(23,464)
Excess (deficiency) of revenues Over (under) expenditures	(15,321)	667,721	607,704	(60,017)
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)	\$ 667,721	\$ 607,704	\$ (60,017)
FUND BALANCE, BEGINNING (OCT 1, 2023)	599,683	599,683	599,683	
FUND BALANCE, ENDING	\$ 584,362	\$ 1,267,404	\$ 1,207,387	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 600	\$ 200	\$ 12,162	\$ 11,962
Special Assmnts- Tax Collector	1,019,648	785,129	769,595	(15,534)
Special Assmnts- Discounts	(40,786)	(30,997)	(30,859)	138
TOTAL REVENUES	979,462	754,332	750,898	(3,434)
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	20,393	15,483	14,765	718
Total Administration	20,393	15,483	14,765	718
Debt Service				
Principal Debt Retirement	625,000	-	-	-
Principal Prepayments	-	-	5,000	(5,000)
Interest Expense	346,250	173,125	173,125	-
Total Debt Service	971,250	173,125	178,125	(5,000)
TOTAL EXPENDITURES	991,643	188,608	192,890	(4,282)
Excess (deficiency) of revenues Over (under) expenditures	(12,181)	565,724	558,008	(7,716)
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)	\$ 565,724	\$ 558,008	\$ (7,716)
FUND BALANCE, BEGINNING (OCT 1, 2023)	808,394	808,394	808,394	
FUND BALANCE, ENDING	\$ 796,213	\$ 1,374,118	\$ 1,366,402	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 400	\$ 160	\$ 1,200	\$ 1,040
Special Assmnts- Tax Collector	64,640	50,642	48,788	(1,854)
Special Assmnts- Discounts	(2,586)	(2,105)	(1,956)	149
TOTAL REVENUES	62,454	48,697	48,032	(665)
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	1,293	1,033	936	97
Total Administration	1,293	1,033	936	97
<u>Debt Service</u>				
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	22,995	22,898	97
Excess (deficiency) of revenues Over (under) expenditures	2,237	25,702	25,134	(568)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	2,237	-	-	-
TOTAL FINANCING SOURCES (USES)	2,237	-	-	-
Net change in fund balance	\$ 2,237	\$ 25,702	\$ 25,134	\$ (568)
FUND BALANCE, BEGINNING (OCT 1, 2023)	81,062	81,062	81,062	
FUND BALANCE, ENDING	\$ 83,299	\$ 106,764	\$ 106,196	

MARSHALL CREEK
Community Development District

Supporting Schedules

January 31, 2024

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
01/10/24	1,940,355	82,413	39,599	2,062,367	1,235,266	19,041	417,952	366,852	23,256
PY Excess Fees									
11/01/23	2,840		(2,840)		1,701	26	576	505	32
TOTAL	4,070,025	173,485	80,164	4,323,674	2,591,390	39,945	876,796	769,595	48,788
TOTAL OUTSTANDING				1,408,583	841,977	12,979	284,883	250,053	15,852
% COLLECTED TO DATE					75.48%	75.48%	75.48%	75.48%	75.48%

Cash and Investment Report

January 31, 2024

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
<u>GENERAL FUND</u>			
Checking Account - Operating	Truist Bank	0.00%	\$5,230
Checking Account - Operating	Bank United	0.00%	\$223,184
Valley National Bank Checking	Valley Bank	5.12%	\$3,274,615
	Subtotal		\$3,503,029
Money Market Account	Bank United	5.25%	\$405,065
Goldman Sachs FS Government Fund A (FSOXX)	Valley Bank	4.93%	\$548,379
	Subtotal		\$953,444
Treasury Bill - 6 Months (maturity date 3/28/2024)	Valley Bank	5.30%	\$1,022,197
	Subtotal		\$1,022,197
	Subtotal General Fund		\$5,478,669
<u>DEBT SERVICE / CAPITAL PROJECT FUNDS</u>			
Series 2002 Prepayment Fund	US Bank	5.21%	\$3,862
Series 2002 Reserve Fund	US Bank	5.21%	\$50,000
Series 2002 Revenue Fund	US Bank	5.21%	\$1,138,979
Series 2015A Prepayment Fund	US Bank	5.21%	\$37
Series 2015A Reserve Fund	US Bank	5.21%	\$479,250
Series 2015A Revenue Fund	US Bank	5.21%	\$874,126
Series 2015A Sinking Fund	US Bank	5.21%	\$237
Series 2016 Prepayment Fund	US Bank	5.23%	\$22
Series 2016 Reserve Fund	US Bank	5.21%	\$31,330
Series 2016 Revenue Fund	US Bank	5.21%	\$74,030
Series 2016 Sinking Fund	US Bank	5.18%	\$6
	Subtotal Debt Service & Capital Project Funds		\$2,651,879
	Total		\$8,130,549

Marshall Creek CDD

Bank Reconciliation

Bank Account No. 0249 BankUnited GF (OLD)
 Statement No. 01-24A
 Statement Date 1/31/2024

G/L Balance (LCY)	223,183.56	Statement Balance	1,817,710.89
G/L Balance	223,183.56	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>	Subtotal	1,817,710.89
Subtotal	223,183.56	Outstanding Checks	1,594,527.33
Negative Adjustments	0.00	Differences	0.00
	<hr/>		
Ending G/L Balance	223,183.56	Ending Balance	223,183.56
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
11/1/2023	Payment	DD350	Payment of Invoice 055794	23.36	0.00	23.36
1/31/2024	Payment	4698	MARSHALL CREEK	45,863.47	0.00	45,863.47
1/31/2024	Payment	4699	MARSHALL CREEK	824,240.86	0.00	824,240.86
1/31/2024	Payment	4700	MARSHALL CREEK	723,466.65	0.00	723,466.65
Total Outstanding Checks.....				1,594,527.33		1,594,527.33

Marshall Creek CDD

Bank Reconciliation

Bank Account No. 2195 TRUIST (BB&T) GF (OLD)
 Statement No. 01-24
 Statement Date 1/31/2024

G/L Balance (LCY)	5,230.02	Statement Balance	5,230.02
G/L Balance	5,230.02	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>		
Subtotal	5,230.02	Subtotal	5,230.02
Negative Adjustments	0.00	Outstanding Checks	0.00
	<hr/>	Differences	0.00
Ending G/L Balance	5,230.02	Ending Balance	5,230.02
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. 7771 Valley National GF (NEW)
 Statement No. 01-24
 Statement Date 1/31/2024

G/L Balance (LCY)	3,274,615.04	Statement Balance	3,345,878.26
G/L Balance	3,274,615.04	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	3,345,878.26
Subtotal	3,274,615.04	Outstanding Checks	71,263.22
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	3,274,615.04	Ending Balance	3,274,615.04
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
12/11/2023	Payment	1104	FEDEX	20.95	0.00	20.95
1/22/2024	Payment	1205	ADP, INC.	1,187.92	0.00	1,187.92
1/22/2024	Payment	1216	HIDDEN EYES LLC	10,477.42	0.00	10,477.42
1/22/2024	Payment	1221	NEIGHBORHOOD PUBLICATIONS	500.00	0.00	500.00
1/22/2024	Payment	1222	QUADIENT FINANCE USA, INC	5.00	0.00	5.00
1/22/2024	Payment	1227	UNIFIRST FIRST AID CORP	155.32	0.00	155.32
1/31/2024	Payment	1231	APRIL RAUSCH	140.00	0.00	140.00
1/31/2024	Payment	1232	APRIL RAUSCH	105.00	0.00	105.00
1/31/2024	Payment	1233	BETH BREEDING, LLC	3,729.19	0.00	3,729.19
1/31/2024	Payment	1234	BRIGGS EQUIPMENT, INC	261.02	0.00	261.02
1/31/2024	Payment	1235	BRIGGS EQUIPMENT, INC	435.05	0.00	435.05
1/31/2024	Payment	1236	COMCAST	1,065.57	0.00	1,065.57
1/31/2024	Payment	1237	COMCAST	1,062.75	0.00	1,062.75
1/31/2024	Payment	1238	CRN JAX LLC	200.00	0.00	200.00
1/31/2024	Payment	1239	FEDEX	20.64	0.00	20.64
1/31/2024	Payment	1240	FLORIDA JANITOR & PAPER SUPPLY	33.70	0.00	33.70
1/31/2024	Payment	1241	FPL	4,414.59	0.00	4,414.59
1/31/2024	Payment	1242	GORMAN COMPANY	1,121.72	0.00	1,121.72
1/31/2024	Payment	1243	GRAINGER	206.58	0.00	206.58
1/31/2024	Payment	1244	HOWARD FERTILIZER &	946.32	0.00	946.32
1/31/2024	Payment	1245	INFRAMARK, LLC	8,069.67	0.00	8,069.67
1/31/2024	Payment	1246	JANA MCDANALD	3,965.25	0.00	3,965.25
1/31/2024	Payment	1247	JUSTIN MOTLEY	3,572.50	0.00	3,572.50
1/31/2024	Payment	1248	KUTAK ROCK LLP	5,200.50	0.00	5,200.50
1/31/2024	Payment	1249	LAKE AND POND REMEDIATION, INC	500.00	0.00	500.00
1/31/2024	Payment	1250	MCMASTER-CARR SUPPLY CO.	15.70	0.00	15.70
1/31/2024	Payment	1251	MYRON GRUNBERG	1,440.75	0.00	1,440.75
1/31/2024	Payment	1252	PARTRIDGE WELL DRILLING CO., I	375.00	0.00	375.00
1/31/2024	Payment	1253	PETER BUCHKOVICH	775.00	0.00	775.00
1/31/2024	Payment	1254	PRINCIPAL LIFE INSURANCE COMPANY	206.53	0.00	206.53
1/31/2024	Payment	1255	PROSSER	912.50	0.00	912.50
1/31/2024	Payment	1256	SANFORD & SON AUTO PARTS INC	151.95	0.00	151.95
1/31/2024	Payment	1257	SITEONE LANDSCAPE	348.38	0.00	348.38
1/31/2024	Payment	1258	STEVEN RAUSCH II	70.00	0.00	70.00

Marshall Creek CDD

Bank Reconciliation

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
1/31/2024	Payment	1259	SUMMIT ELECTRICAL CONTRACTORS, INC	950.00	0.00	950.00
1/31/2024	Payment	1260	TURNER PEST CONTROL LLC	81.19	0.00	81.19
1/31/2024	Payment	1261	UNUM LIFE INSURANCE	139.00	0.00	139.00
1/31/2024	Payment	1262	VESTA PROPERTY SERVICES, INC	7,357.32	0.00	7,357.32
1/31/2024	Payment	1263	VESTA PROPERTY SERVICES, INC	3,051.81	0.00	3,051.81
1/31/2024	Payment	1264	VESTA PROPERTY SERVICES, INC	1,501.50	0.00	1,501.50
1/31/2024	Payment	1265	VESTA PROPERTY SERVICES, INC	1,792.84	0.00	1,792.84
1/31/2024	Payment	1266	WARMING TREE SERVICES	4,000.00	0.00	4,000.00
1/31/2024	Payment	1267	WELCH TENNIS COURTS, INC.	261.57	0.00	261.57
1/31/2024	Payment	1268	WESCO TURF SUPPLY INC.	113.11	0.00	113.11
1/18/2024	Payment	DD786	Payment of Invoice 067168	97.19	0.00	97.19
Total Outstanding Checks.....				71,263.22		71,263.22

Payroll Invoice Approval Listing

January 31, 2024

Week	Date	Amount
#2	01/11/24	\$44,127.86
#4	01/26/24	\$44,864.56
Total		\$88,992.42

Liability	Taxes Debited			
	Federal Income Tax		2,876.91	
	Earned Income Credit Advances		.00	
	Social Security - EE		2,529.48	
	Social Security - ER		2,529.46	
	Social Security Adj - EE		.00	
	Medicare - EE		591.57	
	Medicare - ER		591.57	
	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	9,118.99
Other Transfers	ADP Direct Deposit	Acct. No. XXXXXX0249	Tran/ABA XXXXXXXXXX	25,533.88
	ADP Check	Acct. No. XXXXXX0249	Tran/ABA XXXXXXXXXX	9,474.99
	Total Amount Debited From Your Accounts			44,127.86
Bank Debits and Other Liability	Adjustments/Prepay/Voids			.00
Taxes - Your Responsibility	None This Payroll			

Total Liability	44,127.86
	44,127.86
	44,127.86

Net Pay	Checks	9,474.99	
	Direct Deposits	25,533.88	
	Subtotal Net Pay		35,008.87
	Adjustments	.00	
	Total Net Pay Liability (Net Cash)		35,008.87

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				2,876.91	
	Earned Income Credit Advances					
	Social Security				2,529.48	2,529.46
	Medicare				591.57	591.57
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal				5,997.96	3,121.03
	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				5,997.96	3,121.03
	Total Taxes		.00	.00	5,997.96	3,121.03

Amount ADP Debited From Account XXXXXX0249 Tran/ABA XXXXXXXXXX 9,118.99

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	25,533.88	
Transfers	ADP Check	9,474.99	
	Amount ADP Debited From Account XXXXXX0249 Tran/ABA XXXXXXXXXX		35,008.87

31 Employee Transactions

Total Amount ADP Debited From Your Accounts 44,127.86

Liability	Taxes Debited			
	Federal Income Tax			2,921.90
	Earned Income Credit Advances			.00
	Social Security - EE			2,585.49
	Social Security - ER			2,585.48
	Social Security Adj - EE			.00
	Medicare - EE			604.69
	Medicare - ER			604.67
	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	9,302.23
Other Transfers	ADP Direct Deposit	Acct. No. XXXXXX0249	Tran/ABA XXXXXXXXXX	26,190.85
	ADP Check	Acct. No. XXXXXX0249	Tran/ABA XXXXXXXXXX	9,371.48
	Total Amount Debited From Your Accounts			44,864.56
Bank Debits and Other Liability	Adjustments/Prepay/Voids			.00
Taxes - Your Responsibility	None This Payroll			

Total Liability	44,864.56
	44,864.56
	44,864.56

Net Pay	Checks	9,371.48	
	Direct Deposits	26,190.85	
	Subtotal Net Pay		35,562.33
	Adjustments	.00	
	Total Net Pay Liability (Net Cash)		35,562.33

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				2,921.90	
	Earned Income Credit Advances					
	Social Security				2,585.49	2,585.48
	Medicare				604.69	604.67
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal				6,112.08	3,190.15
	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				6,112.08	3,190.15
	Total Taxes		.00	.00	6,112.08	3,190.15

Amount ADP Debited From Account XXXXXX0249 Tran/ABA XXXXXXXXXX 9,302.23

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	26,190.85
Transfers	ADP Check	9,371.48
	Amount ADP Debited From Account XXXXXX0249 Tran/ABA XXXXXXXXXX	35,562.33

34 Employee Transactions

Total Amount ADP Debited From Your Accounts 44,864.56

MARSHALL CREEK
Community Development District

Check Register

1/01/2024 - 1/31/2024

MARSHALL CREEK

Community Development District

**Payment Register by Fund
For the Period from 01/01/24 to 01/31/24
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	1175	01/02/24	APRIL RAUSCH	12202023	LES MILLS 12/18, 12/20/2023	Les Mills 12/18, 12/20	534111-57202	\$105.00
001	1176	01/02/24	CLUBSYSTEMS GROUP	SUP7139266	1ST QTR 2024	ProfServ-Info Technology	531020-57206	\$1,507.67
001	1176	01/02/24	CLUBSYSTEMS GROUP	SUP7139266	1ST QTR 2024	Misc-Connection Computer	549016-53910	\$316.97
001	1177	01/02/24	FIRST COAST FRANCHISING	JAK12230552	CLEAN/SANITIZE SNACK BAR	Cap Outlay-Clubhouse	564061-57202	\$650.00
001	1178	01/02/24	FLORIDA JANITOR & PAPER SUPPLY	367209	CABLE FOR FLOOR CLEANER	R&M-Equipment	546022-53902	\$31.92
001	1179	01/02/24	HOME DEPOT CREDIT SERVICES	7631245	MISC SUPPLIES	R&M-General	546001-53910	\$31.46
001	1180	01/02/24	INFRAMARK, LLC	107053	12/2023 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,820.17
001	1180	01/02/24	INFRAMARK, LLC	107053	12/2023 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-57201	\$2,249.50
001	1180	01/02/24	INFRAMARK, LLC	107053	12/2023 MANAGEMENT SERVICES	Postage and Freight	541006-51301	\$27.49
001	1180	01/02/24	INFRAMARK, LLC	107053	12/2023 MANAGEMENT SERVICES	Refund Agenda Books overcharge	551002-51301	(\$135.00)
001	1180	01/02/24	INFRAMARK, LLC	107053	12/2023 MANAGEMENT SERVICES	ProfServ-Special Assessment	531038-51301	\$16,872.00
001	1180	01/02/24	INFRAMARK, LLC	107053	12/2023 MANAGEMENT SERVICES	Flash Drive-FSR email download	551002-51301	\$25.70
001	1181	01/02/24	JACK LEAKE	4640	PALM TREE REMOVED AND STUMP GRIND	Palm tree removed and stump grind.	546099-53902	\$375.00
001	1182	01/02/24	LAKE AND POND REMEDIATION, INC	1722	Y-S AND I 1 TREATMENT 12/20	Y-2 AND I-1 Treatment -12/20	546042-53903	\$200.00
001	1183	01/02/24	MEDICAL EXPRESS CORPORATION	202017186	DRUG SCREENING FORGES ROBERTSON AND HILL	Robertson, Forges	512010-53902	\$54.00
001	1183	01/02/24	MEDICAL EXPRESS CORPORATION	202017186	DRUG SCREENING FORGES ROBERTSON AND HILL	Hill	512010-53901	\$27.00
001	1184	01/02/24	MSC 7511	INV6695195	BILLING PERIOD 11/26-12/25/2023	11/26/23-12/25/23	551002-53902	\$43.99
001	1184	01/02/24	MSC 7511	INV6695195	BILLING PERIOD 11/26-12/25/2023	11/26/23-12/25/23	547001-53910	\$132.03
001	1184	01/02/24	MSC 7511	INV6695195	BILLING PERIOD 11/26-12/25/2023	11/26/23-12/25/23	551002-57205	\$43.99
001	1184	01/02/24	MSC 7511	INV6695195	BILLING PERIOD 11/26-12/25/2023	11/26/23-12/25/23	551002-57206	\$43.99
001	1185	01/02/24	PATRICIA SCOTT	12162023	SENIOR FITNESS 11/22-12/16/2023	Senior Fitness 11/22-12/16	534111-57202	\$245.00
001	1186	01/02/24	POOLSURE	131295619214	1/2024 WATER MANAGEMENT	01/2024	546074-57205	\$2,125.02
001	1187	01/02/24	REPUBLIC SERVICES OF FL, L.P	0687-001382468	SERVICE FOR 1/1-1/31/2023	01/01-01/31/2024	543020-53902	\$663.43
001	1187	01/02/24	REPUBLIC SERVICES OF FL, L.P	0687-001385096	SERVICE FOR 1/1-1/31/2023	01/01-01/31/2024	543020-57206	\$216.05
001	1187	01/02/24	REPUBLIC SERVICES OF FL, L.P	0687-001385096	SERVICE FOR 1/1-1/31/2023	01/01-01/31/2024	543020-57205	\$216.05
001	1188	01/02/24	ROCK SOLID ROCK LLC	11302490	COQUINA FOR BOARDWALK NUMBER 5	Coquina for boardwalk 5	563023-53902	\$1,785.00
001	1189	01/02/24	SANFORD & SON AUTO PARTS INC	820125	BATTERY FOR CART	R&M-Equipment	546022-53902	\$144.04
001	1190	01/02/24	SITEONE LANDSCAPE	137286327-001	MISC IRRIGATION PARTS	Irrigation parts	546041-53902	\$274.24
001	1191	01/02/24	STEVEN RAUSCH II	12262023	LES MILLS 12/16, 12/23/2023	Les Mills 12/16, 12/23	534111-57202	\$70.00
001	1192	01/02/24	TURNER PEST CONTROL LLC	617707105	9/2023 AMENITY CENTER	9/2023 - Amenity Center	546012-53902	\$192.94
001	1192	01/02/24	TURNER PEST CONTROL LLC	617816098	10/2023 AMENITY CENTER PEST CONTROL	10/2023 - Amenity Center	546012-53902	\$192.94
001	1192	01/02/24	TURNER PEST CONTROL LLC	618204490	12/2023 PEST CONTROL MAINT BUILDING	12/2023 - Maint Building	546012-53902	\$78.83
001	1192	01/02/24	TURNER PEST CONTROL LLC	618099108	11/2023 PEST CONTROL MAINT BUILDING	11/2023 - Maint Building	546012-53902	\$78.83
001	1192	01/02/24	TURNER PEST CONTROL LLC	617816833	10/2023 PEST CONTROL MAINT BUILDING	10/2023- Maint Building	546012-53902	\$78.83
001	1192	01/02/24	TURNER PEST CONTROL LLC	618098271	11/2023 PEST CONTROL AMENITY CENTER	11/2023 - Amenity Center	546012-53902	\$192.94
001	1192	01/02/24	TURNER PEST CONTROL LLC	618203787	12/2023 PEST CONTROL AMENITY CENTER	12/2023 - Amenity Center	546012-53902	\$192.94
001	1193	01/02/24	WELCH TENNIS COURTS, INC.	74586	TENNIS COURT REPAIR PARTS	R&M-Court Maintenance	546017-57206	\$487.46
001	1194	01/03/24	GANNETT FLORIDA LOCALIQ	0006063657	11/15/2023 REGULAR MEETING	Legal Advertising	548002-51301	\$77.52
001	1195	01/03/24	BABOLAT VS NORTH AMERICA INC	2885822	RACQUETS FOR SALE	COS - Start Up Inventory	552143-57206	\$244.72
001	1196	01/03/24	CRISPIN ZINSMEISTER	010124	CARDIO STEP & BODY PUMP 12/2023	Contracts-Outside Fitness	534111-57202	\$490.00
001	1197	01/03/24	JANA MCDANALD	12262023	TENNIS LESSONS/CLINICS	Payroll-Commission	512040-57206	\$2,313.00
001	1198	01/03/24	LAKE AND POND REMEDIATION, INC	1742	1/2024 MONTHLY AQUATIC WEED CONTROL	01/2024	546042-53903	\$4,000.00
001	1199	01/04/24	AGROW PRO INC	17559	12/2023 MONTHLY LAWN MAINT	Contracts-Misc Labor	534025-53902	\$3,300.00
001	1200	01/04/24	FLORIDA JANITOR & PAPER SUPPLY	367219	DOG POT BAGS	Op Supplies - General	552001-53902	\$428.25
001	1201	01/04/24	HOME DEPOT CREDIT SERVICES	1621833	CREDIT ON ACCT BALANCE OWED 54.05	credit on acct-balance owed \$54.05	552001-53910	\$54.05
001	1202	01/04/24	LAURA CORREA	010224	ZUMBA GOLD SUB 12/30/2023	Contracts-Outside Fitness	534111-57202	\$35.00
001	1203	01/04/24	LEAF CAPITAL FUNDING LLC	15841672	BADGE SOFTWARE 12/2023	Subscriptions and Memberships	554001-57205	\$1,138.87
001	1204	01/04/24	MICHAEL A GIBERTI	502	POLAR PLUNGE DJ 1/20/2024	Polar Plunge DJ-1/20/24	549052-57202	\$400.00
001	1205	01/22/24	ADP, INC.	650684744	BILLING PERIOD 1/5/24	BILLING PERIOD 1/5/2024	512010-53901	\$44.07
001	1205	01/22/24	ADP, INC.	650684744	BILLING PERIOD 1/5/24	BILLING PERIOD 1/5/2024	512010-53902	\$176.41
001	1205	01/22/24	ADP, INC.	650684744	BILLING PERIOD 1/5/24	BILLING PERIOD 1/5/2024	512010-57205	\$264.42
001	1205	01/22/24	ADP, INC.	650684744	BILLING PERIOD 1/5/24	BILLING PERIOD 1/5/2024	512010-57206	\$132.21
001	1205	01/22/24	ADP, INC.	650684744	BILLING PERIOD 1/5/24	BILLING PERIOD 1/5/2024	512010-52901	\$14.69

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001	1205	01/22/24	ADP, INC.	650685040	BILLING PERIOD 12/10/23, 12/24/23	Payroll-Benefits	512010-53901	\$38.79
001	1205	01/22/24	ADP, INC.	650685040	BILLING PERIOD 12/10/23, 12/24/23	Payroll-Benefits	512010-53902	\$155.29
001	1205	01/22/24	ADP, INC.	650685040	BILLING PERIOD 12/10/23, 12/24/23	Payroll-Benefits	512010-57205	\$232.74
001	1205	01/22/24	ADP, INC.	650685040	BILLING PERIOD 12/10/23, 12/24/23	Payroll-Benefits	512010-57206	\$116.37
001	1205	01/22/24	ADP, INC.	650685040	BILLING PERIOD 12/10/23, 12/24/23	Payroll-Benefits	512010-52901	\$12.93
001	1206	01/22/24	AFLAC	428934	12/2023 COVERAGE PERIOD	Payroll-Benefits	512010-57206	\$56.16
001	1206	01/22/24	AFLAC	428934	12/2023 COVERAGE PERIOD	Payroll-Benefits	512010-53902	\$120.96
001	1207	01/22/24	AGROW PRO INC	17411	11/2023 SERVICES	Nov 2023 service	534025-53902	\$3,300.00
001	1208	01/22/24	APRIL RAUSCH	010824	LES MILLS 12/27, 1/6, 1/8/2024	Les Mills 12/27, 1/6, 1/8	534111-57202	\$140.00
001	1209	01/22/24	CA FLORIDA HOLDINGS, LLC	0005910138	NOTICE OF MEETING SCHEDULE FY24	Legal Advertising	548002-51301	\$191.76
001	1210	01/22/24	DANIELLE EVA LEOMBRUNO	010524	1/2024 TRIVIA NIGHT	Jan 2024 Trivia Night	549052-57202	\$225.00
001	1211	01/22/24	DUVAL CONCRETE SERVICES, LLC	1521	FORM AND POUR 19 SECTIONS OF NEW SIDEWALK	R&M-Sidewalks	546084-53901	\$9,975.00
001	1212	01/22/24	FEDEX	8-366-23318	SERVICE FOR 12/22/2023	postage	541006-51301	\$20.69
001	1213	01/22/24	FLORIDA JANITOR & PAPER SUPPLY	367624	REPLACE OLD AND DAMAGED DOG STATION CANS	Replace old and damaged dog station cans.	546022-53902	\$514.80
001	1214	01/22/24	FPL	12.07.2023 CHECK	SERVICE FOR 11/8-12/7/2023	Utility - General	543001-57205	\$4,301.40
001	1215	01/22/24	FS PROPERTY MAINTENANCE INC	65549	SWEEPING SERVICE	R&M-Roads & Alleyways	546081-53901	\$1,876.00
001	1216	01/22/24	HIDDEN EYES LLC	736274	2-1-2/29/2023 SERVICES	02/01-02/29/2024 SERVICES	534037-52901	\$10,477.42
001	1217	01/22/24	JANA MCDANALD	010824	TENNIS LESSONS/CLINICS	Payroll-Commission	512040-57206	\$2,644.50
001	1218	01/22/24	LAKE AND POND REMEDIATION, INC	1753	Y-2,I-1 POND TREATMENTS	Y-2, I-1 Pond Treatments	546042-53903	\$400.00
001	1219	01/22/24	MCMASTER-CARR SUPPLY CO.	20182080	BOARDWALK REPAIR	R&M-Boardwalks	546009-53901	\$164.32
001	1219	01/22/24	MCMASTER-CARR SUPPLY CO.	20242991	GUARD GATE REPAIR	R&M-Gate	546034-52901	\$34.04
001	1220	01/22/24	MYRON GRUNBERG	010824	TENNIS LESSONS/ CLINICS	TENNIS LESSONS CLINICS	512040-57206	\$1,455.75
001	1221	01/22/24	NEIGHBORHOOD PUBLICATIONS	MCCDD0659	1/2024 WEBSITE MAINTENANCE	WEBSITE MAINT 1/2024	547001-53910	\$250.00
001	1221	01/22/24	NEIGHBORHOOD PUBLICATIONS	MCCDD0659	1/2024 WEBSITE MAINTENANCE	WEBSITE MAINT 1/2024	548001-57205	\$125.00
001	1221	01/22/24	NEIGHBORHOOD PUBLICATIONS	MCCDD0659	1/2024 WEBSITE MAINTENANCE	WEBSITE MAINT 1/2024	548001-57206	\$125.00
001	1222	01/22/24	QUADIENT FINANCE USA, INC	01032024-4881	FINAL INVOICE	Postage and Freight	541006-53910	\$5.00
001	1223	01/22/24	SANFORD & SON AUTO PARTS INC	821991	EQUIPMENT REPAIR	R&M-Equipment	546022-53902	\$18.31
001	1224	01/22/24	SITEONE LANDSCAPE	137535140-001	IRRIGATION FLAGS	R&M-Irrigation	546041-53902	\$100.05
001	1225	01/22/24	STEVEN RAUSCH II	010823	LES MILLS 12/30, 1/3/2023	Les Mills 12/30, 1/3	534111-57202	\$70.00
001	1226	01/22/24	TURNER PEST CONTROL LLC	618552176	ANNUAL TERMITE INSPECTION	Contracts-Misc Labor	534025-57205	\$424.88
001	1227	01/22/24	UNIFIRST FIRST AID CORP	B029123	FIRST AID KIT	Op Supplies - General	552001-53902	\$155.32
001	1228	01/22/24	UNITED RENTALS (NORTH AMERICA) INC	215821268-015	HANDICAP PORTABLE RESTROOM 2/6/24	HANDICAP RENTAL THROUGH 2/6/24	546009-53901	\$150.00
001	1229	01/22/24	VESTA PROPERTY SERVICES, INC	415296	12/2023 ONSITE MANAGEMENT FEES	ProfServ-Field Management	531016-53910	\$25,396.00
001	1229	01/22/24	VESTA PROPERTY SERVICES, INC	416188	01/2024 ONSITE MANAGEMENT FEES	ProfServ-Field Management	531016-53910	\$25,396.00
001	1230	01/22/24	WELCH TENNIS COURTS, INC.	74073	COURT RAKE PANELS	R&M-Court Maintenance	546017-57206	\$270.24
001	1231	01/31/24	APRIL RAUSCH	011524	LES MILLS 1/10, 1/13, 1/15/2024	Les Mills 1/10, 1/13, 1/15	534111-57202	\$140.00
001	1232	01/31/24	APRIL RAUSCH	012224	LES MILLS 1/17, 1/22/24	Les Mills 1/17, 1/22	534111-57202	\$105.00
001	1233	01/31/24	BETH BREEDING, LLC	3005	Commission 6% on Impact Fee Credits Sale - Stokes	Impact fee	369950	\$3,729.19
001	1234	01/31/24	BRIGGS EQUIPMENT, INC	INV3001979	PARTS FOR WHEEL LOADER ANNUAL SERVICE	R&M-Equipment	546022-53902	\$261.02
001	1235	01/31/24	BRIGGS EQUIPMENT, INC	INV3003709	PARTS FOR WHEEL LOADER ANNUAL SERVICE	R&M-Equipment	546022-53902	\$435.05
001	1236	01/31/24	COMCAST	189931674	ACCT# 96317997912/15-1/14/2024	12/15/23-1/14/24	541003-57205	\$238.07
001	1236	01/31/24	COMCAST	189931674	ACCT# 96317997912/15-1/14/2024	12/15/23-1/14/24	541003-57206	\$291.40
001	1236	01/31/24	COMCAST	189931674	ACCT# 96317997912/15-1/14/2024	12/15/23-1/14/24	546034-52901	\$269.19
001	1236	01/31/24	COMCAST	189931674	ACCT# 96317997912/15-1/14/2024	12/15/23-1/14/24	549921-53910	\$266.91
001	1237	01/31/24	COMCAST	192368246	ACCT# 963179979 1/15-2/14/24	1/15/24-2/14/24	541003-57205	\$237.44
001	1237	01/31/24	COMCAST	192368246	ACCT# 963179979 1/15-2/14/24	1/15/24-2/14/24	541003-57206	\$290.63
001	1237	01/31/24	COMCAST	192368246	ACCT# 963179979 1/15-2/14/24	1/15/24-2/14/24	546034-52901	\$268.48
001	1237	01/31/24	COMCAST	192368246	ACCT# 963179979 1/15-2/14/24	1/15/24-2/14/24	549921-53910	\$266.20
001	1238	01/31/24	CRN JAX LLC	0000765	SERVICE CALL FOR CAMERA IN AMENITY CENTER	ProfServ-Info Technology	531020-57205	\$200.00
001	1239	01/31/24	FEDEX	8-372-77991	SERVICE FOR 12/28/2023	postage	541006-51301	\$20.64
001	1240	01/31/24	FLORIDA JANITOR & PAPER SUPPLY	368002	TRASH BAGS	Op Supplies - General	552001-53902	\$33.70
001	1241	01/31/24	FPL	01.08.2024 CHECK	SERVICE FOR 12/7-1/8/2024	Utility - General	543001-57205	\$4,414.59
001	1242	01/31/24	GORMAN COMPANY	S019107746.001	POOL CHEMICALS	R&M-Pools	546074-57205	\$1,121.72
001	1243	01/31/24	GRAINGER	9952348093	LIGHT TRANSFORMER ADULT POOL	light transformer - adult pool	546074-57205	\$206.58
001	1244	01/31/24	HOWARD FERTILIZER &	CIN-000656750	ROUNDUP QUICK PRO	Howard Fertilizer	546037-53902	\$946.32

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001	1245	01/31/24	INFRAMARK, LLC	108557	01/2024 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,820.17
001	1245	01/31/24	INFRAMARK, LLC	108557	01/2024 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-57201	\$2,249.50
001	1246	01/31/24	JANA MCDANALD	012224	TENNIS LESSONS/CLINICS	Payroll-Commission	512040-57206	\$3,965.25
001	1247	01/31/24	JUSTIN MOTLEY	266806465	INSTALL BREAKER, CONDUIT AND WIRING FINAL PAYMENT	install breaker, conduit and wiring-final payment	564001-57206	\$3,572.50
001	1248	01/31/24	KUTAK ROCK LLP	3339533	GENERAL COUNSEL DEC 2023	ProfServ-Legal Services	531023-51401	\$5,200.50
001	1249	01/31/24	LAKE AND POND REMEDIATION, INC	1756	Y-2, I-1, A POND TREATMENT	Y-2, I-1, A -Pond Treatments	546042-53903	\$500.00
001	1250	01/31/24	MCMASTER-CARR SUPPLY CO.	20253327	TOOLS FOR REPAIRS	R&M-General	546001-53901	\$15.70
001	1251	01/31/24	MYRON GRUNBERG	012224	TENNIS LESSONS/CLINICS	TENNIS LESSONS CLINICS	512040-57206	\$1,440.75
001	1252	01/31/24	PARTRIDGE WELL DRILLING CO., I	124907	PUMP REPAIR LAKE 6	R&M-Pump Station	546075-53902	\$375.00
001	1253	01/31/24	PETER BUCHKOVICH	1347	REPAIR TENNIS COURT FENCE	tennis court fence	564001-57206	\$775.00
001	1254	01/31/24	PRINCIPAL LIFE INSURANCE COMPANY	01172024-10001	COVERAGE PERIOD 2/1-2/29/2024	02/01/2024-02/29/2024	155000	\$206.53
001	1255	01/31/24	PROSSER	51683	GEN ENGINEERING SERVICES DEC 2023	ProfServ-Engineering	531013-51501	\$912.50
001	1256	01/31/24	SANFORD & SON AUTO PARTS INC	823702	OIL FOR UTILITY VEHICLES	Op Supplies - Fuel, Oil	552030-53902	\$151.95
001	1257	01/31/24	SITEONE LANDSCAPE	137519768-001	IRRIGATION PARTS	R&M-Irrigation	546041-53902	\$348.38
001	1258	01/31/24	STEVEN RAUSCH II	012224	LES MILLS 1/13, 1/20/2024	Les Mills 1/13, 1/20	534111-57202	\$70.00
001	1259	01/31/24	SUMMIT ELECTRICAL CONTRACTORS, INC	01-40982	MEETING ROOM AMENITY CENTER	Meeting Room-Amenity Center	546012-57205	\$950.00
001	1260	01/31/24	TURNER PEST CONTROL LLC	618592150	MONTHLY SERVICE 1/2024	Monthly Svc - 1/2024	546012-53902	\$81.19
001	1261	01/31/24	UNUM LIFE INSURANCE	0438889-0011	COVERAGE PERIOD 1/1-1/31/2024	1/01/24-1/31/24	512010-53902	\$30.80
001	1261	01/31/24	UNUM LIFE INSURANCE	0438889-0011	COVERAGE PERIOD 1/1-1/31/2024	1/01/24-1/31/24	512010-57206	\$63.76
001	1261	01/31/24	UNUM LIFE INSURANCE	0438889-0011	COVERAGE PERIOD 1/1-1/31/2024	1/01/24-1/31/24	512010-52901	\$11.11
001	1261	01/31/24	UNUM LIFE INSURANCE	0438889-0011	COVERAGE PERIOD 1/1-1/31/2024	1/01/24-1/31/24	512010-53901	\$33.33
001	1262	01/31/24	VESTA PROPERTY SERVICES, INC	415706	OCT-NOV PASS-THRU EXPENSES: FALL FESTIVAL; T'GIVIN	Bouncers, Slides+ Fall Festival	549052-57202	\$4,300.00
001	1262	01/31/24	VESTA PROPERTY SERVICES, INC	415706	OCT-NOV PASS-THRU EXPENSES: FALL FESTIVAL; T'GIVIN	Global Turf-Cart Deposit	564001-53901	\$2,321.00
001	1262	01/31/24	VESTA PROPERTY SERVICES, INC	415706	OCT-NOV PASS-THRU EXPENSES: FALL FESTIVAL; T'GIVIN	Publix-Thanksgiving Gift Cards	549015-53902	\$400.00
001	1262	01/31/24	VESTA PROPERTY SERVICES, INC	415706	OCT-NOV PASS-THRU EXPENSES: FALL FESTIVAL; T'GIVIN	Girly Girl- Parteeas- Elsa@Fall Festival	549052-57202	\$315.00
001	1262	01/31/24	VESTA PROPERTY SERVICES, INC	415706	OCT-NOV PASS-THRU EXPENSES: FALL FESTIVAL; T'GIVIN	UPS-Certified Letter	541006-53910	\$21.32
001	1263	01/31/24	VESTA PROPERTY SERVICES, INC	416512	DEC PASS-THRUS: EMPL HOLIDAY PARTY, CERT MAIL, WIN	Brisky's-Landsc. Empl. Holiday Party	549015-53902	\$576.38
001	1263	01/31/24	VESTA PROPERTY SERVICES, INC	416512	DEC PASS-THRUS: EMPL HOLIDAY PARTY, CERT MAIL, WIN	Brisky's-S&F.Empl. Holiday Party	549015-57205	\$288.19
001	1263	01/31/24	VESTA PROPERTY SERVICES, INC	416512	DEC PASS-THRUS: EMPL HOLIDAY PARTY, CERT MAIL, WIN	Brisky's-Tennis Empl. Holiday Party	549015-57206	\$288.19
001	1263	01/31/24	VESTA PROPERTY SERVICES, INC	416512	DEC PASS-THRUS: EMPL HOLIDAY PARTY, CERT MAIL, WIN	USPS-Certified Mail	541006-53910	\$8.80
001	1263	01/31/24	VESTA PROPERTY SERVICES, INC	416512	DEC PASS-THRUS: EMPL HOLIDAY PARTY, CERT MAIL, WIN	Sunbelt Rental-Winter Festival	549052-57202	\$1,260.25
001	1263	01/31/24	VESTA PROPERTY SERVICES, INC	416512	DEC PASS-THRUS: EMPL HOLIDAY PARTY, CERT MAIL, WIN	GirlyGirl Parteeas-Elf & Who 12/1	549052-57202	\$630.00
001	1264	01/31/24	VESTA PROPERTY SERVICES, INC	415221	LIFESTYLE SUPPORT SVCS AUG-OCT 2023	Fall Fest. eBlasts, newstr., vendor coord.	531016-53910	\$1,501.50
001	1265	01/31/24	VESTA PROPERTY SERVICES, INC	415988	LIFESTYLE SUPPORT SVCS DEC 2023	ProfServ-Field Management	531016-53910	\$1,792.84
001	1266	01/31/24	WARMING TREE SERVICES	010824	REMOVE TWO UPROOTED WATER OAKS	R&M-Trees and Trimming	546099-53902	\$4,000.00
001	1267	01/31/24	WELCH TENNIS COURTS, INC.	74819	TEACHING CART	Teaching Supplies	551009-57206	\$261.57
001	1268	01/31/24	WESCO TURF SUPPLY INC.	41182225	EQUIPMENT REPAIR	R&M-Equipment	546022-53902	\$113.11
001	DD364	01/17/24	FPL	01.05.2024 ACH	SERVICE FOR 12/5-1/5/2024	R&M-Gate	546034-52901	\$54.27
001	DD364	01/17/24	FPL	01.05.2024 ACH	SERVICE FOR 12/5-1/5/2024	Electricity - Streetlighting	543013-53903	\$7,220.51
001	DD364	01/17/24	FPL	01.05.2024 ACH	SERVICE FOR 12/5-1/5/2024	Utility - General	543001-57205	\$26.22
001	DD365	01/22/24	FPL	01.08.2024 ACH	SERVICE FOR 12/7-1/8/2024	Electricity - Streetlighting	543013-53903	\$1,017.69
001	DD365	01/22/24	FPL	01.08.2024 ACH	SERVICE FOR 12/7-1/8/2024	Utility - General	543001-57205	\$1,505.07
001	DD365	01/22/24	FPL	01.08.2024 ACH	SERVICE FOR 12/7-1/8/2024	Electricity - General	543006-57206	\$1,134.21
001	DD365	01/22/24	FPL	01.08.2024 ACH	SERVICE FOR 12/7-1/8/2024	R&M-Gate	546034-52901	\$83.39
001	DD365	01/22/24	FPL	01.08.2024 ACH	SERVICE FOR 12/7-1/8/2024	Electricity - General	543006-53902	\$301.38
001	DD366	01/05/24	COMCAST	12112023-4033 ACH	ACCT# 8495743101274033 12/15-1/14/2023	Dec 15-Jan 14, 2024	543003-57206	\$277.10
001	DD367	01/05/24	COMCAST -ACH	12112023-2201 ACH	ACCT# 8495743101272201 12/15-1/14/2024	Dec 15-Jan 14, 2024	546034-52901	\$211.92
001	DD368	01/05/24	COMCAST -ACH	12112023-3316 ACH	ACCT# 8495743101273316 12/15-1/14/2024	Dec 15-Jan 14, 2024	541003-57205	\$268.83
001	DD368	01/05/24	COMCAST -ACH	12112023-3316 ACH	ACCT# 8495743101273316 12/15-1/14/2024	Dec 15-Jan 14, 2024	543003-57205	\$401.80
001	DD369	01/05/24	COMCAST -ACH	12112023-9406 ACH	ACCT# 8495743101259406 12/15-1/14/2024	Dec 15-Jan 14, 2024	543003-53902	\$195.75
001	DD370	01/05/24	COMCAST -ACH	12112023-9430 ACH	ACCT# 8495743101259430 12/15-1/14/2024	Dec 15- Jan 14, 2024	546034-52901	\$203.70
001	DD371	01/04/24	GATE FUEL SERVICE-ACH	5906764 ACH	FUEL 12/20/2023	12/20/2023	552030-53902	\$1,013.25
001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	Tennis Oct Social	549052-57206	\$239.82
001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	R&M-Court Maintenance	546017-57206	\$1,555.00
001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	R&M-General	546001-57206	\$75.16

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001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	NINE MILE LANDFIL	543020-53902	\$580.58
001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	LTE Service for ACC irrigation communication modul	546041-53902	\$3,706.00
001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	Op Supplies - General	552001-53902	\$15.00
001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	R&M-Air Conditioning	546004-57202	\$128.60
001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	R&M-Roads & Alleyways	546081-53901	\$408.55
001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	R&M-Pools	546074-57205	\$108.57
001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	R&M-Gate	546034-52901	\$2.66
001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	R&M-Signage	546085-53901	\$975.16
001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	R&M-Sidewalks	546084-53901	\$227.35
001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	R&M-Electrical	546020-53901	\$197.86
001	DD372	01/02/24	CARDMEMBER SERVICE	11142023 ACH	PURCHASES FOR 10/1-11/14/2023	Op Supplies - General	552001-53910	\$759.81
001	DD372	01/02/24	CARDMEMBER SERVICE	CM11142023 ACH	CREDIT ON ACCOUNT	LTE Service for ACC irrigation communication modul	546041-53902	(\$19.98)
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	AT&T past due balance	541003-57205	\$374.90
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	Costco Annual Membership	554001-57205	\$60.00
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	Annual Employee Appreciation	549015-57205	\$534.94
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	Printing and Binding	547001-57206	\$126.19
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	Subscriptions and Memberships	554001-57206	\$325.00
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	Impr - Landscape	563023-53902	\$3,316.06
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	Utility - Refuse Removal	543020-53902	\$1,159.03
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	R&M-Roads & Alleyways	546081-53901	\$1,180.27
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	R&M-Roads & Alleyways	546081-53901	(\$175.92)
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	Op Supplies - General	552001-53910	\$140.37
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	R&M-Equipment	546022-53902	\$87.60
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	R&M-Sidewalks	546084-53901	\$210.28
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	R&M-Pools	546074-57205	\$639.77
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	R&M-Buildings	546012-57205	\$202.23
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	Impr - Landscape	563023-53902	\$53.97
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	R&M-Boardwalks	546009-53901	\$57.67
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	R&M-Gate	546034-52901	\$9.49
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	R&M-General	546001-57206	\$25.93
001	DD373	01/05/24	CARDMEMBER SERVICE	12132023 ACH	PURCHASES 11/15-12/12/2023	Op Supplies - General	552001-53902	\$17.98
001	DD373	01/05/24	CARDMEMBER SERVICE	CM12132023 ACH	CREDIT ON ACCOUNT	Op Supplies - General	552001-53902	(\$15.72)
001	DD379	01/31/24	CARDMEMBER SERVICE	12192023-8971 ACH	PURCHASES FOR 11/20-11/24/23	Office Supplies	551002-57205	\$78.20
001	DD379	01/31/24	CARDMEMBER SERVICE	12192023-8971 ACH	PURCHASES FOR 11/20-11/24/23	Cleaning Supplies	551003-57205	\$79.11
001	DD379	01/31/24	CARDMEMBER SERVICE	12192023-8971 ACH	PURCHASES FOR 11/20-11/24/23	Misc-Employee Meals	549015-53902	\$71.90
001	DD379	01/31/24	CARDMEMBER SERVICE	12192023-8971 ACH	PURCHASES FOR 11/20-11/24/23	Misc-Special Events	549052-57202	\$107.98
001	DD380	01/31/24	ST. JOHNS COUNTY UTILITY DEPT.	12192023-4653 ACH	ACCT# 514211-114653 10/19-11/14/2023	10/19/23-11/14/2023	543021-53903	\$570.09
001	DD381	01/31/24	REPUBLIC SERVICES OF FL, L.P	0687-001374093-ACH	SERVICE FOR 12/1-12/31/2023	12/1-12/31/2023	543020-53902	\$226.53
001	DD768	01/05/24	REPUBLIC SERVICES OF FL, L.P	0687-001382468 ACH	ACCT# 3-0687-0004771 1/1-1/31/2024	01/01-01/31/2024	543020-53902	\$663.43
001	DD769	01/23/24	REPUBLIC SERVICES OF FL, L.P	0687-001386996 ACH	ACCT# 3-0687-0004771 1/1-1/31/2024	01/01-01/31/2024	543020-53902	\$614.82
001	DD770	01/08/24	REPUBLIC SERVICES OF FL, L.P	0687-001385096 ACH	ACCT# 3-0687-3618319 1/1-1/31/2024	01/01-01/31/2024	543020-57206	\$216.05
001	DD770	01/08/24	REPUBLIC SERVICES OF FL, L.P	0687-001385096 ACH	ACCT# 3-0687-3618319 1/1-1/31/2024	01/01-01/31/2024	543020-57205	\$216.05
001	DD771	01/08/24	ROLLKALL TECHNOLOGIES, LLC	618772-ACH	OFF DUTY ROVING PATROL CRAIG CARSON 1/6/24	1/6/2024	534099-52901	\$231.00
001	DD772	01/08/24	ROLLKALL TECHNOLOGIES, LLC	606256 ACH	OFF DUTY ROVING PARTOL ANTHONY SOLIS 12/18/23	12/18/23	534099-52901	\$173.25
001	DD773	01/08/24	ROLLKALL TECHNOLOGIES, LLC	610482 ACH	OFF DUTY ROVING PATROL BRIAN LUCAS 12/23/2023	12/23/23	534099-52901	\$231.00
001	DD774	01/11/24	ROLLKALL TECHNOLOGIES, LLC	614388 ACH	OFF DUTY ROVING PATROL 12/30/2023 BRIAN LUCAS	12/30/23	534099-52901	\$173.25
001	DD775	01/11/24	ROLLKALL TECHNOLOGIES, LLC	618009-ACH	OFF DUTY ROVING PATROL GARY PERNA 1/5/24	1/5/24	534099-52901	\$229.27
001	DD776	01/29/24	ROLLKALL TECHNOLOGIES, LLC	635544 ACH	1/27/24 OFF DUTY ROVING PATROL CRAIG CARSON	1/27/2024	534099-52901	\$231.00
001	DD777	01/29/24	ROLLKALL TECHNOLOGIES, LLC	634882 ACH	1/26/24 OFF DUTY ROVING PATROL 1SAMUEL WAMPLER	1/26/2024	534099-52901	\$231.00
001	DD778	01/29/24	ROLLKALL TECHNOLOGIES, LLC	633473 ACH	OFF DUTY ROVING PATROL ANTHONY SOLIS 1/25/24	1/25/2024	534099-52901	\$231.00
001	DD779	01/24/24	ROLLKALL TECHNOLOGIES, LLC	633107 ACH	OFF DUTY ROVING PATROL 1/24/24 GARY PERNA	1/24/2024	534099-52901	\$231.00
001	DD780	01/24/24	ROLLKALL TECHNOLOGIES, LLC	631102 ACH	OFF DUTY ROVING PATROL 1/18/24 GARY PERNA	1/18/2024	534099-52901	\$231.00
001	DD781	01/19/24	ROLLKALL TECHNOLOGIES, LLC	629446 ACH	OFF DUTY ROVING PATROL CRAIG CARSON 1/19/24	1/19/2024	534099-52901	\$231.00
001	DD782	01/19/24	ROLLKALL TECHNOLOGIES, LLC	628505 ACH	OFF DUTY ROVING PATROL 1/18/2024	1/18/2024	534099-52901	\$231.00
001	DD783	01/18/24	ST. JOHNS COUNTY UTILITY DEPT.	12192023-133660 ACH	ACCT# 514213-133660 11/19-12/19/2023	11/19/23-12/19/23	543021-53902	\$167.90

MARSHALL CREEK

Community Development District

**Payment Register by Fund
For the Period from 01/01/24 to 01/31/24
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	DD784	01/18/24	ST. JOHNS COUNTY UTILITY DEPT.	12192023-101723 ACH	ACCT# 514213-101723 11/19-12/19/23	11/19/23-12/19/23	546034-52901	\$32.74
001	DD785	01/18/24	ST. JOHNS COUNTY UTILITY DEPT.	12192023-121119 ACH	ACCT# 514214-121119 11/19-12/19/2023	11/19/23-12/19/23	543021-57206	\$141.27
001	DD786	01/18/24	ST. JOHNS COUNTY UTILITY DEPT.	01192024-121119 ACH	ACCT# 514214-121119 12/19-1/19/2024	12/19/23-1/19/24	543021-57206	\$97.19
001	DD787	01/18/24	ST. JOHNS COUNTY UTILITY DEPT.	12192023-114659 ACH	ACCT# 514215-114659 11/19-12/19/2023	11/19/23-12/19/23	543001-57205	\$515.20
001	DD788	01/18/24	ST. JOHNS COUNTY UTILITY DEPT.	12192023-104785 ACH	ACCT#514213-104785 11/19-12/19/2023	11/19/23-12/19/23	543001-57205	\$559.00
001	DD789	01/31/24	ROLLKALL TECHNOLOGIES, LLC	609708 ACH	OFF DUTY ROVING PATROL ANTHONY SOLIS 12/22/2023	12/22/23	534099-52901	\$231.00
001	DD790	01/31/24	ROLLKALL TECHNOLOGIES, LLC	612484 ACH	OFF DUTY ROVING PATROL BRIAN LUCAS 12/27/2023	12/27/23	534099-52901	\$231.00
001	DD791	01/31/24	ROLLKALL TECHNOLOGIES, LLC	612859 ACH	OFF DUTY ROVING PATROL 12/28/2023 GARY PERNA	12/28/23	534099-52901	\$231.00
001	DD792	01/31/24	ROLLKALL TECHNOLOGIES, LLC	619507-ACH	OFF DUTY ROVING PATROL 1/7/24	1/7/2024	534099-52901	\$231.00
001	DD793	01/16/24	ROLLKALL TECHNOLOGIES, LLC	616584-ACH	OFF DUTY ROVING PATROL GARY PERNA 1/3/24	1/3/24	534099-52901	\$231.00
001	DD794	01/16/24	ROLLKALL TECHNOLOGIES, LLC	620527-ACH	OFF DUTY ROVING PATROL SHAWN EMERT 1/9/24	1/9/24	534099-52901	\$231.00
001	DD795	01/11/24	ROLLKALL TECHNOLOGIES, LLC	621535-ACH	OFF DUTY ROVING PATROL ANTHONY SOLIS 1/10/24	01/10/2024	534099-52901	\$231.00
001	DD802	01/18/24	ST. JOHNS COUNTY UTILITY DEPT.	12192023-126261 ACH	ACCT# 532033-126261 11/19-12/19/2023	11/19/23-12/19/23	546034-52901	\$32.64
001	DD803	01/08/24	ROLLKALL TECHNOLOGIES, LLC	624336 ACH	OFF DUTY ROVING PATROL CRAIG CARSON 1/12/2024	1/12/2024	534099-52901	\$231.00
001	DD804	01/08/24	ROLLKALL TECHNOLOGIES, LLC	624755 ACH	OFF DUTY ROVING PATROL SAMUEL WAMPLER 1/13/24	1/13/24	534099-52901	\$231.00
Fund Total								\$236,633.69

MARSHALL CREEK

Community Development District

**Payment Register by Fund
For the Period from 01/01/24 to 01/31/24
(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	4699	01/31/24	MARSHALL CREEK	011724-202	TRANSFER DEBT SVC SERIES 2002	TRANSFER DEBT SERVICE SERIES 2002	131000	\$824,240.86
							Fund Total	\$824,240.86
<u>SERIES 2015 DEBT SERVICE FUND - 203</u>								
203	4700	01/31/24	MARSHALL CREEK	011724-203	TRANSFER TAX COLLECTION SERIES 2015A	TRANSFER DEBT SERVICE SERIES 2002	131000	\$723,466.65
							Fund Total	\$723,466.65
<u>SERIES 2016 DEBT SERVICE FUND - 204</u>								
204	4698	01/31/24	MARSHALL CREEK	011724-204	TX TRANSFER COLLECTION SERIES 2016	TRANSFER TAX COLLECTION SERIES 2016	131000	\$45,863.47
							Fund Total	\$45,863.47
							Total Checks Paid	\$1,830,204.67

7B.

RESOLUTION 2024-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT CONFIRMING THE DISTRICT’S USE OF THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS TO CONTINUE CONDUCTING THE DISTRICT’S ELECTION OF SUPERVISORS IN CONJUNCTION WITH THE GENERAL ELECTION.

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

WHEREAS, the Board of Supervisors of Marshall Creek Community Development District (hereinafter the “Board”) previously implemented section 190.006(3)(a) 2.c., Florida Statutes, to instruct the St. Johns County Supervisor of Elections (the “Supervisor”) to conduct the District’s supervisor General Elections; and

WHEREAS, the Supervisor has requested the District adopt a resolution confirming the District’s use of the Supervisor for the purpose of conducting the District’s future supervisor elections in conjunction with the General Election; and

WHEREAS, the District desires to continue to use the Supervisor for the purpose of conducting the District’s supervisor elections in conjunction with the General Election.

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

Section 1. The Board is currently made up of the following individuals: Howard Hoffman, Kathleen Moss, Howard Entman, Monique Perna, and Richard Luciano.

Section 2. The term of office for each member of the Board is as follows:

<u>Seat No.</u>	<u>Supervisor</u>	<u>Term</u>	<u>Expiration Date</u>
1.	Howard Entman	4 Years	11/2026
2.	Kathleen Moss	4 Years	11/2026
3.	Bob Stevens	4 Years	11/2026
4.	Monique Perna	4 Years	11/2024
5.	Richard Luciano	4 Years	11/2024

Section 3. Seat 4, currently held by Monique Perna, and Seat 5, currently held by Richard Luciano are scheduled for the General Election in November 2024.

Section 4. Pursuant to section 190.006(8), Florida Statutes, members of the Board shall be entitled to receive for his or her services an amount not to exceed \$200 per meeting of the

Board, not to exceed \$4,800 per year per member.

Section 5. The term of office for the individuals to be elected to the Board in the November 2024 General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor to continue conducting the District's elections in conjunction with the General Election. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

PASSED AND ADOPTED THIS 21st DAY OF FEBRUARY 2024

ATTEST:

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary / Secretary

Vice Chairman / Chairman

TENTH ORDER OF BUSINESS

10A

RESOLUTION 2023-12

A RESOLUTION OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE DISBURSEMENT OF FUNDS OF THE DISTRICT WITHOUT PRIOR APPROVAL OF THE DISTRICT’S BOARD OF SUPERVISORS (“BOARD”); SETTING CERTAIN MONETARY THRESHOLDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, Section 190.011(5) of the Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, Rule 1.1(2)(f) of the District’s Rules of Procedure contemplates that the Board may delegate authority to others to contract or make expenditures on behalf of the District; and

WHEREAS, the Board hereby determines that for purposes of administrative and accounting necessity, it is in the best interests of the District, and necessary for the conduct of District business, to establish a policy governing the disbursement of funds with prior approval by the District’s Property Manager, District Manager/Secretary, and/or Chair, as set forth below.

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

Section 1. Payment of Expenses.

A. Continuing Expenses. The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

1. The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
2. The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.
3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

B. Non-Continuing Expenses. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required or appropriate for the District to maintain orderly, efficient and effective operations, maintenance and replacement of the District's facilities and infrastructure, 2) required to provide for the health, safety, and welfare of the residents within the District; or 3) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding \$10,000 with approval of the Property Manager; and
2. Non-Continuing Expenses Not Exceeding \$15,000 with approval of the District Manager/Secretary; and
3. Non-Continuing Expenses Not Exceeding \$25,000 with approval of the District Manager/Secretary and Chair of the Board of Supervisors, if in the judgment of the District Manager/Secretary and Chair such Non-Continuing Expense is required to be addressed before the next scheduled meeting of the Board of Supervisors.

Before any expenditure is made under Section 1.B.1., the Property Manager shall confirm that there are available funds in the budget to pay the expense, either in the line item most germane to the expense or in another budget line item that has the capacity to be used for the expense.

Before any expenditure is made under Section 1.B.2. or section 1.B.3, the District Manager/Secretary shall confirm that there are available funds in the budget to pay the expense, either in the line item most germane to the expense or in another budget line item that has the capacity to be used for the expense.

C. Emergency Expenses. For emergency expenses exceeding the authorization in section 1.B. above, and in the event that an emergency meeting of the Board cannot timely be convened pursuant to the District's Rule 1.3(6) and Florida law, the Board hereby authorizes the disbursement of funds in any amount necessary to address any emergency condition affecting the District, but only with the prior written approval of (i) the District Manager/Secretary and (ii) the Chair of the Board of Supervisors, or in his or her absence, the Vice Chair, or in his or her absence, the Secretary or any Assistant Secretary of the District. For purposes of this Resolution, the term "emergency expense" means a purchase or payment necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or

cause beyond the control of the Board in the normal conduct of its business), where the delay of waiting for a board meeting would be detrimental to the interests of the District. This includes, but is not limited to, instances where delay will jeopardize the funding for the project, will materially increase the cost of the project, will likely cause damage to property, will prejudice the District's interest in a project already in progress, or will create an undue hardship on the public health, safety, or welfare.

Section 2. Board Consideration. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification. Copies of any disbursements made under the authority of this Resolution shall be included in the agenda package for the scheduled meeting or otherwise distributed to the Board at the meeting.

Section 3. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 4. Effective Date; Conflicts. This Resolution shall take effect upon the passage and adoption by the Board, and shall remain in effect unless rescinded or repealed. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

Introduced, considered favorably, and adopted this 27th day of July, 2023.

ATTEST:

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary



Chair