MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

NOVEMBER 15, 2023 AGENDA PACKAGE

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



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

Marshall Creek Community Development District

Board of Supervisors

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, November 15, 2023 – **4:00 p.m.**

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

1. Roll Call

2. Audience Comments

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

3. Approval of the Minutes of the October 18, 2023 Meeting

A. Discussion of Open Items

4. Engineer's Report

- A. Proposal for Evaluation of District Roadways
- B. Palencia Village Drive Intersection
- C. Acceptance of the 2023 Consulting Engineer's Report

5. General Manager's Operations Report

- A. Traffic Reports & SJCSO Roving Patrol Violation Log
- B. Hines Request for Landscape Maintenance of County Land Adjacent to US 1
- C. Ratification of UPS Land Lease Agreement 2023/2024 Season
- D. Consideration of Optimization Summary Proposals

6. District Manager's Report

7. Attorney's Report

- A. Ratification of Settlement of Campbell v. Marshall Creek CDD by Insurance Company
- B. Discussion of County Requests for Regalo Road Improvement Project
 - i. Deed of Dedication Right-of-Way
 - ii. Temporary Construction Easement
 - iii. Grant of Easement Drainage

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. Supervisors' Requests
 - A. Consideration of Allocating Funds to Reserve Accounts (Mr. Luciano)
 - B. Discussion of a Program to Address Sidewalk Issues Caused by Street Trees (Mr. Luciano)
- 9. Acceptance of the October 2023 Financial Statements and Approval of the October 2023 Check Register and Invoices
- 10. Adjournment

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

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

Third Order of Business

MINUTES OF MEETING MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Marshall Creek Community Development District was held on Wednesday, October 18, 2023 at 4:00 p.m. at Marshall Creek Amenity Center, 625 Palencia Club Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Rich Luciano Chair Monique Perna Vice Chair

Howard Entman Assistant Secretary Kathy Moss Assistant Secretary

Bob Stevens Assistant Secretary (via phone)

Also present were:

Janice Eggleton DavisDistrict ManagerMichael EckertDistrict CounselRyan StilwellDistrict EngineerJodi MooreGeneral Manager

Denise Powers Assistant General Manager

Jay King Vesta

Members of the Public

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

FIRST ORDER OF BUSINESS Roll Call

- Mr. Luciano called the meeting to order, and the Board and Staff identified themselves for the record.
- Mr. Luciano addressed two members of the Palencia team having passed away over the
 past couple of weeks, both in the landscaping group Mr. Bill Lee and Mr. Henry Adams.
 A moment of silence was observed.

SECOND ORDER OF BUSINESS

Audience Comments

• None.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the September 20, 2023 Meeting

On MOTION by Dr. Entman seconded by Ms. Moss, with all in favor, the minutes of the September 20, 2023 regular meeting were approved as presented.

A. Discussion of Open Items

• None.

FOURTH ORDER OF BUSINESS Engineer's Report

 Mr. Stilwell reported that for the Boardwalk the contract was sent to the vendor and expected to be returned by the end of the week. The expected start date is late December, or first week of January.

B. Palencia Village Drive Intersection

• The inlets on Palencia Village Drive were discussed. The plan has been sent to the County Engineer, and they have not heard back and will continue to follow-up with them.

A. Proposal for Assessment of District Roadways

- Mr. Stilwell noted the roads highlighted in yellow and pink on the exhibit map are what the proposal covers. These roadways are part of the Series 2000A bond issuance and everything in blue is part of the 2002 bond issuance.
 - o Mr. Luciano noted his concern with doing the study and by the time they do the work, the study will be obsolete. He noted they may want to do it in smaller sections as opposed to the whole thing.
 - Or. Entman noted the yellow and pink includes Palencia Village Drive. The study does not need to include it as it was already done.
 - O Discussion continued on the work that has been done, the roadway assessment and the Reserve Study.
 - o Deferred to the November meeting.
- Mr. Luciano addressed Regalo Road noting it appears the County is going to pave it. He
 received the documents today of what the CDD needs to approve. He requested it be placed
 on the November agenda.

FIFTH ORDER OF BUSINESS

- Ms. Moore noted her report was provided to the Board in the package.
- Mr. Luciano noted Mr. Jeff Golden has been named Head Pro USTA Pro of the Year and offered the Board's thanks and congratulations.
- Dr. Entman commented on the depth of the Operations Report and his appreciation of that.
- Ms. Moss read an update from the County Project Manager regarding Regalo Road which indicates there is \$600,000 earmarked for the project for the summer of 2024 with a sixto-nine-month construction schedule. The County is planning to hold a public meeting in January 2024.

A. Engineering/Maintenance Request for New Utility Vehicle

- Ms. Moore addressed a request from Mr. Shane Mann for a utility vehicle.
- Dr. Entman addressed the age of the vehicle noting the Kohler engine has been discontinued so there would be maintenance concerns.

On MOTION by Dr. Entman seconded by Ms. Perna, with all in favor, a utility vehicle in an amount not to exceed \$23,900 was approved.

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

- Ms. Moore addressed the request from Hines.
- Mr. Luciano noted they do not have the personnel and would like to postpone, while letting
 Hines know they are interested in doing something.
- Ms. Perna addressed the clean-up of the area near Burger King and suggested while doing this, they do the US1 area and then the CDD could maintain it occasionally.
- Dr. Entman addressed maintaining the front of the community and Hines' willingness to always assist/help the CDD when they have a request.
- Mr. Eckert noted for US1, there is probably some right-of-way permit or agreement that
 they would want the CDD to sign before operating on State property. There is a dividing
 line between US1 and the commercial properties and the CDD should not be maintaining
 commercial properties.
- Discussion continued on the front of the property, and commercial property maintenance responsibilities of the owners.
- This item was tabled.

SIXTH ORDER OF BUSINESS

District Manager's Report

A. Consideration of Digitizing District Records Maintained by Inframark

- Ms. Davis addressed the records retention policy adopted by the Board. Currently, there is a \$15 per box per month storage fee for the records maintained. To digitize the records is \$250 per box, for the 19 boxes in storage the cost would be \$4,750 and after that there will be a cost of \$50 per year for digital storage.
- Discussion ensued on how long the records need to be retained. Ms. Davis and Mr. Eckert noted it is determined by what the document is.

On MOTION by Dr. Entman seconded by Ms. Perna, with all in favor, digitizing the District records maintained by Inframark was approved.

SEVENTH ORDER OF BUSINESS

Attorney's Report

- Mr. Eckert reported:
 - O They are waiting for the execution copy back from Envera for the agreement.
 - O A notice of termination was sent to the Café operator on September 27th with a termination of October 27th.
 - O The Impact Fee Credit sales continue. He noted for December or January, they should have something in the agenda package that provides a status update of where they are at in terms of how many they still have on the shelf and how many they have sold.
 - License agreement for UPS
 - They reached out to the Bond Underwriter, and they tracked down a little over \$6 million of Series 2002 bonds and who owns them, but there are \$8 million that are outstanding right now. The hope is to work with the bondholders to try to write down some of their bonds so they can make the property in the front usable through some sort of foreclosure action. If it should turn out that the bonds were sold in \$5,000 increments to numerous people, they will discontinue the efforts on that.
 - o Ms. Davis noted they have reached out to Mr. Brett Sealy, the underwriter, as well as a representative for the Trustee for the bondholders.
 - o Mr. Eckert noted it will be November or December before they have a definitive answer on how many bondholders there are.

O Discussion ensued on the \$900,000 of tax liens on the property currently.

EIGHTH ORDER OF BUSINESS

Supervisors' Requests

- A. Discussion of Palencia Pet Owners' Request for Memorial Plaque (Ms. Perna)
- Ms. Perna addressed the request for a memorial plaque to honor Mr. Bill Lee noting this was prior to what happened last week. She asked to revise the request to have a memorial for any existing employee who passes for a memorial plaque on a bench or wherever they feel is appropriate at a cost not to exceed \$100.
- Discussion ensued with the consensus of the Board being to move forward with the plaques.

NINTH ORDER OF BUSINESS

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

- Discussion ensued on the surplus funds and outstanding invoices for FY 2023.
- Discussion ensued on Reserves and the Reserve Study.

On MOTION by Ms. Perna seconded by Mr. Luciano, with all in favor, the September 2023 financial statements were accepted, and the September 2023 check register and invoices were approved.

TENTH ORDER OF BUSINESS

Secretary

Adjournment

Chairman

There being no further business,

	On MOTION by Ms. Mother meeting was adjourn	oss seconded by Ms. Perna, with all in favor, ned.			
·					
Janice Egglete	on Davis	Richard "Rich" Luciano			

Fourth Order of Business

4A



October 19, 2023

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

Re: Palencia (Marshall Creek CDD) Pavement Evaluation

Dear MCCDD Board,

In response to your request, we are pleased to provide this proposal for engineering services for pavement evaluation of existing roadways within the Marshall Creek Community Development District (MCCDD). We understand that this evaluation will be for the existing roadways that were constructed as part of the Series 2000A Bond issuance for general infrastructure and local roadways.

Generally, we propose to provide you with field review and evaluation of the existing roadways shown in yellow on the attached plan (excluding the portion of Palencia Village Drive that was recently resurfaced) along with a written report documenting the current condition of the roadways and proposed repairs required. The specific services that we anticipate will be necessary are outlined below:

Task 1 – Field Review and Data Collection

Prosser will perform reviews of all the roadways identified above. We will perform a field review in which we notate observed areas of required maintenance. We will be specifically observing and notating fatigued pavement, depressional areas near inlets, broken curbs, and broken sidewalk. The notated areas will be based on observations only, no other method of investigation is included in this proposal.

Task 2 – Analysis & Mapping

Prosser will download, process, and utilize data collected in Task 1 and previously permitted construction drawings to determine the magnitude of the required maintenance repairs. A maintenance map will be developed identifying the areas and limits of required maintenance/repairs.

Task 3 – Report

Prosser will utilize the information from Tasks 2 & 3 to develop a report outlining the scope, location, and magnitude of the repairs. This report will include pertinent information in the appendices, including the maintenance map developed in Task 2, to be given to the CDD Board of Directors for a determination of next action.

FEE SUMMARY (LUMP SUM)

TASK	DESCRIPTION	FEE
1	Field Review and Data Collection	\$ 4,800.00
2	Analysis & Mapping	\$ 6,500.00
3	Report	\$ 5,750.00
	Total Contract Amount:	\$17,050.00

Marshall Creek CDD Series 2000A Pavement Evaluation 10/19/2023 Page 2

ADDITIONAL SERVICES:

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached but will not commence without written permission. Prosser will obtain proposals for other sub-consultant services including surveying, geotechnical investigation, etc., as necessary to complete the proposed work. We will assist with coordinating the work of all subconsultants by providing site information and data, as and when requested. These sub-consultants will contract you directly for their services.

Our scope of work for this project does not include the following:

- Final Construction Drawings
- Pavement Cores or Pavement Testing
- Pipe Inspection
- Permitting
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Traffic Study/Signalization

- Transportation Impact Analysis Report
- Surveys
- Geotechnical Engineering/Investigations
- Tree mitigation plans
- Environmental studies/analysis
 - NPDES Stormwater Permitting

OUT-OF-POCKET EXPENSES:

All job-related travel, reprographic, printing, and plotting costs and supplies, mail and courier delivery services will be billed at cost plus 15%.

It is our pleasure to provide this professional services proposal to you. Please feel free to call me at (904) 739-3655. if you have any questions or concerns. If you wish to authorize us to proceed, we ask that you sign and return one copy of the signed proposal to our office. If you have any questions regarding our proposal, we remain available to discuss it with you at your convenience.

Our Standard General Conditions and Rate Schedule are attached to this proposal for your information.

Thank you again for the opportunity to provide our engineering services.

Sincerely,	Accepted By:
WH	
William R. Lyon, PE Vice president	Signature
	Typed Name and Title
	Date



PROSSER, INC.

GENERAL CONDITIONS

- 1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.
- 2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
- 3. Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.
- 4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.
- 5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken at Prosser, Inc.'s discretion, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.
- 6. Excluded Items from Lump Sum Fees: The lump sum fees do not include the cost of surveying, preparation of easements, soil tests or hydrogeologic work. Prosser, Inc.'s scope of work includes coordination with sub-consultants, however, we request that their invoicing be made directly to you.
- 7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.
- 8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our sub-consultants or anyone for whom Prosser, Inc. is legally liable.
 - The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.
- 9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED \$15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.
- 10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.
- 11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.
- 12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. If the Client does not execute this Agreement within thirty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015

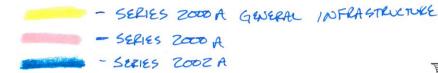




Hourly Rate Schedule

Effective May, 2023

Dianning & Engineering	
Planning & Engineering Senior Vice Precident	6200
Senior Vice President	\$300
Vice President	\$250
Project Director/Chief	\$235
Senior Project Manager	\$200
Project Manager	\$190
Senior Engineer	\$185
Engineer	\$150
Senior Planner & Senior Landscape Architect	\$180
Planner & Landscape Architect	\$150
Senior Graphic Arts Director	\$170
Graphic Art Designer	\$130
Senior Designer	\$150
Designer	\$120
CADD Technician	\$105
Clerical	\$ 95
Administrative Support	\$ 95
Project & Business Services	
Project Administrator	\$160
Sr. Project Researcher	\$150
Project Researcher	\$145
Sr. Public Relations Liaison	\$160
Technical Writer	\$115
Information Services	
Programmer	\$150
Information Systems	\$150
GIS Programmer	\$165
GIS Analyst	\$140
GIS Technician	\$125
CEI/Construction Management Services	
Resident Engineer	\$175
Construction Project Manager	\$190
Sr. Construction Inspector	\$125
Construction Inspector	\$105
	7100



LOCATION MAP

LEGEND

North Village (NV) Midtown Village (MV) East Village (EV) South Village (SV) Mixed Use A

Mixed Use B Village Center

Preserved Wetlands Preserved Wetlands/Marsh Wetland Boardwalks Wetland Impacts

Lakes/Detention/Retention (Note: Signage and Pathways will be shown in detail on the general site plan

PK Park Wetland Creation & Enhancement ~~ * Wetland Line

=== Upland Buffer Line = D = Upland Preserv. Area ... Marsh Line

Archeological Sites (1) Golf Hole

U.S. 1 Access

 Directional Median
 Right In/Out Only Traffic Signal

This plan depicts the present intended use for Palencia and is subject to adjustment based on final survey, design and engineering considerations consistent with the approved.

Note 1:

Note 1:

Note 1:

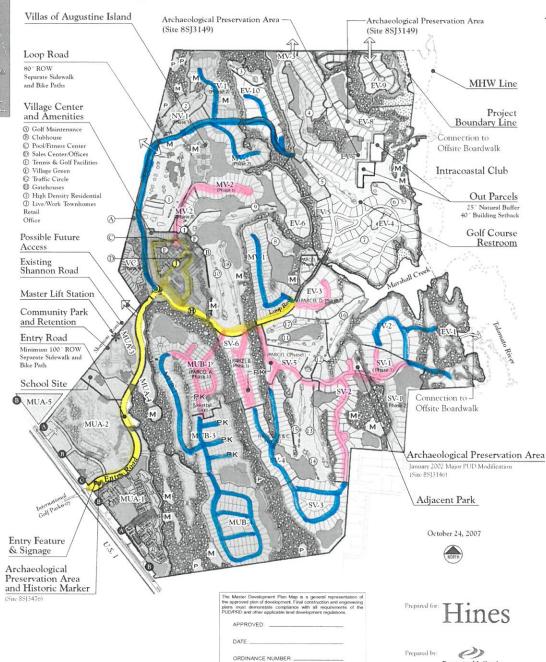
Nowenbranding the general depotion of upland buffers and welrands on this Master

Development Plan maps the Development State of the Note of the Plan maps the Development State of the Plan maps the Development of Stepard Conduction 5 of the DRI Development Order. Such complaine shall be determined at the time of convinction plan useward approach. The general size plan sheet of all construction plan usubmittals shall module sufficient information to allow the staff to determine complaine with the requirements of Special Conduction 5 of the DRI Development Order.

Notwithstanding the general depiction of Notwinstanding the general depiction of development impacts to Shannon Road on this Master Plan, the developer must comply with DO, special condition 40 of the DRI Development Order. Compliance with special condition 40 shall be determined at the time of constitution plan review and approach

Note 3: Stockpile locations may be permitted on uplands within each of the PUD Districts subject to obtaining applicable permits from the St. Johns River Water Management District (SJRWMD) and a land clearing permit from St. Johns County.

Note 4: All East Village parcels are subject to Martinuse Hamnick Preservation Development Order Requirements. Exact preservation areas are notated and described on plat and depacted on the approved General Site Plan on (ile in the Environmental Planning Section.



FILE NUMBER:

FALENCIA Figure 2

Master Development Plan

SIRWMD Permit Summary

SJR	WMD Permit Summa	ıry
	Permit Number	Issue Date
MUB -1 PARCEL A. Ph. I	Permit # 4-109-0216M-ERP	April 11, 2000
SV-6 PARCEL B, Ph. 1	Permit # 4-109-0216M2-ERP	April 11, 2000
SV-5 PARCEL C. Ph. I	Permit # 4-109-0216M3-ERP	April 11, 2000
Golf Course/	Permit # 4-109-56730-1	
Entry Road Loop Road		February 8, 2000
Phase I	Permit # 4-109-0216M4-ERP	April 11, 2000
Village Center	Permit # 4-109-56730-8	February 13, 2001
EV-3 PARCEL D. Ph. 1	Permit # 4-109-56730-7	June 14, 2001
SV-4 PARCEL B & C. Ph. II	Permit # 4-109-56730-10	July 10, 2001
EV-2/SV-1 Phase I	Permit # 4-109-56730-16	Nov. 11, 2001
SV-2	Permit # 4-109-56730-14	Nov. 11, 2001
SV-3	Permit # 4-109-56730-12	Nov. 13, 2001
MUB 26:3	Permit # 4-109-56730-13	Nov. 13, 2001
Athletic Complex	Permit # 4-109-56730-11	Nov. 13, 2001
MV-1	Permit # 4-109-56730-18	June 24, 2002
North Loop Road	Permit # 4-109-56730-23	Dec. 10, 2002
EV-10	Permit # 4-109-56730-20	Dec. 10, 2002
MUB-4	Permit # 4-109-56730-25	May 13, 2003
Village Center Phase II	Permit # 4-109-56730-8	May 28, 2003
MV-2 / NV-1 Phase II Phase I	Permit # 4-109-56730-24	July 8, 2003
Boardwalks	Permit # 4-109-56730-19	June 10, 2003
Villas of Augustine Island	Letter Modification of Permit # 4-109-56730-24	July 30, 2003
MV-2 Pluse I	Letter Modification of Permit # 4-109-56730-24	August 12, 2003
NV-1 Phase H	Permit # 4-109-56730-27	Oct. 7, 2003
Village Center Phase III	Permit # 4-109-56730-8	Feb. 13, 2001
MV-2 Phase III	Letter Modification of Permit # 4-109-56730-24	Dec. 19, 2003
MUA-1 Phase I	Permit # 4-109-56730-30	Mar. 9, 2004
Village Center Phase IV	Permit # 4-109-56730-31	Mar. 22, 2004
Commercial	Letter Modification of Permit # 4-109-56730-11	June 2, 2004
Access Drive EV-1	Permit # 4-109-56730-22	May 13, 2003
Live/Work	Letter Modification of	August 10, 2004
Townhomes SV-1	Permit # 4-109-56730-1	August 10, 2004
Phasell	Permit # 40-109-56730-36	October 6, 2004
MV-3 / EV-8 Phase 1	Permit # 40-109-56730-34	August 9, 2004
EV-5 / EV-6 Phase I	Permit # 40-109-56730-35	October 14, 2004
Comm. Access Drive Extension	Letter Modification of Permit # 4-109-56730-11	March 22, 2005
Village Walk	Permit # 4-109-56730-8	February 11, 200
EV-9	Permit # 40-109-56730-37	May 10, 2005
MUA-2 Phase II	Letter Modification of Permit # 4-109-56730-11	January 11, 2006
Mercado Walk MUA-2	Letter Modification of Permit # 4-109-56730-11	January 20, 2006
Crosswinds at Palencia Phase II	Permit # 40-109-56730-44	May 11, 2006
Paseo Reyes Office Condos	Letter Modification of Permit # 4-109-56730-11	March 21, 2006
Crosswinds	Letter of Modification Permit # 40-109-56730-30	March 22, 2006
Commercial Parcel		

Prosser Hallock

99033.51

4C



October 20, 2023

Susan M. Heafner, Trust Review Analyst U.S. Bank Corporate Trust Services 225 Water Street, Suite 700 Jacksonville, Florida 32202

PROJECT: Marshall Creek Community Development District

PH Project No. 100101.00

SUBJECT: Consulting Engineer's Report 2023

Dear Ms. Heafner:

In accordance with Section 9.21 of the Master Trust Indenture for the Marshall Creek Community Development District ("District"), Prosser, Inc., the District Engineer, has reviewed the portion of the Project (as defined in the Indenture) owned by the District, and such portion appears to have been maintained in good repair, working order and condition. The adopted fiscal year 2023 budget along with current reserves are sufficient, in our opinion, to provide for the proper operation and maintenance of the portion of the Project owned by the District.

In accordance with Section 9.14 of the Master Trust Indenture, Prosser has reviewed the MCCDD Insurance Property Schedule and the policy appears to be proportionate to the value of the District owned improvements.

Should you have any questions or comments related to the information provided in this report, please do not hesitate to contact our office.

Sincerely,

PROSSER, a PRIME AE Company

Ryan P. Stilwell, P.E. Vice President, Engineering

Fifth Order of Business



MCCDD's Weekly Operations Report

Date of report: October 8 - November 3, 2023 Submitted by: Jodi Moore and Denise Powers

Vesta Management Team:

- Supervisor Luciano coordinated with Jodi Moore to take the Department Heads for a lunch gathering to make introductions and share his support for our team. We had lunch at Salsa's on Monday, October 9th and it was very well received by the team.
- Denise Powers and Inframark are working together to finalize the transition of the bank accounts from Truist to Valley Bank. They are implementing new processes that will create efficiency and cost savings.
- Jodi Moore, Denise Powers, and Jason Davidson met with Jillian Smothers at the golf course on Tuesday, October 10th.
 - Reviewed ways that the Golf Course and CDD onsite management can support and cooperate with each other.
 - Discussed community events and keeping each other informed of our event schedules to avoid overlap.
 - o Spoke about mutual maintenance concerns and challenges and areas of cross over.
- Denise Powers and Cheryl Blythe of Sweetwater met this week to complete the front desk schedule on Monday, October 9th. They will have a standing meeting each Monday to cooperate on coordinating staff schedules for the employees who work for both MCCDD and RMS.
- Denise Powers has processed approximately 25 non-resident renewal memberships that were received for the tennis program at the beginning of October.
- Jodi Moore, Jay King, and Denise Powers met with Supervisor Stevens for our standing Vesta Transition meeting on Friday, October 13th.
 - General discussion regarding resumes received for the Amenity Director position. Jodi Moore stated that as this is a key position, management is taking its time and giving careful consideration.
 - Update on staffing for the open landscape and maintenance positions.
- Jodi Moore met with Doug Senecal who serves on the Board of the Live/Work units and the Village Square units on October 13th. He expressed his support for community events and desire to coordinate with our Market Street businesses.
- On Monday, October 16th Denise Powers and Jodi Moore coordinated a luncheon for the maintenance and landscape teams to allow them a moment to gather and remember their two lost coworkers.
 - Reassurance and offers of support were been extended to the staff.
- Denise Powers and Jodi Moore met with the family of Henry "Harry" Adams on Tuesday, October 17th.
- Jodi Moore met Ms. Lori Garrison on Tuesday, October 17th. Ms. Garrison previously assisted with design for renovations to the Amenities Facilities.

- Discussed the changes that have occurred over time and the general design elements and materials used to help maintain the look of the property in the future.
- Selected a paint color for the interior management offices to fit within the color scheme of the Amenities.
- Future ideas for improving the amenities were also reviewed.
- Jodi Moore spoke with April Day-Wolff of Hines to discuss the result of the Hines landscape request at the Board meeting on Friday, October 20th.
- Jodi Moore and Supervisor Entman went on a ride of the community on Thursday, October 19th.
 - o Viewed street tree issues and thoughts for moving forward.
 - Discussed historical data regarding the community.
 - o Reviewed the overall community and areas of interest.
- Denise Powers met with ADP on Thursday, October 19th and finalized all the PTO policy updates that were needed in the system so that it could be fully utilized. Employees can now request time off through the ADP system, saving time and paperwork.
- Jodi Moore and Denise Powers had a meeting with Mr. Jeff Riley, former CDD Board Member, on Friday, October 20th.
 - o Obtained historical data and information regarding the MCCDD.
 - Discussed off-duty patrols and speeding throughout the community.
- Jodi Moore and Denise Powers performed a drive through inspection of various areas in the community on Friday, October 20th and reported findings to the maintenance and landscape teams for repair and clean up as needed.
- Denise Powers processed insurance items and other HR actions in relation to the recent employee events throughout the month.
- Jodi Moore has been working with Karen Haber on finalizing a draft for policy updates for the Amenities. We anticipate a draft to be presented at the November or December Board meeting.
- Jodi Moore met with Supervisor Entman and reviewed several areas where trees are beginning to affect sidewalks, roadways, etc.
 - Jodi Moore reached out to three tree vendors to begin to obtain pricing on tree removals to give us an idea of what cost is involved and to begin to prepare for the future.
 - Met with Barry of Warming Tree Services, visited an area in Oak Common and Parkside. Awaiting Quotes.
 - Met with William of Jax Tree Service and visited the same area and will also send over quotes.
 - Taylor Tree Services came out also and are preparing quotes.
- Denise Powers met with the Maintenance staff on Tuesday, October 24th to review the new ADP procedures and train the staff how to clock in, request time off, etc. through the online system.
 This will save on time, paper, and provide a more accurate record of employee time. Meetings are also set for the other departments in the coming weeks.
 - Denise Powers reviewed the Home Depot account and advised the staff that going forward only district credit cards will be used and only by department heads. It was determined that junior staff had home depot cards and management has determined that cards should be held by department heads. We do not expect this will impact operations, however If we find that this does interrupt operations significantly, we will

discuss with the Board Chair and Janice Davis to determine best practices moving forward.

- Jodi Moore and Denise Powers attended a video conference with Maintain X as a potential replacement for the FMX system on Thursday, October 27th. We will continue to research affordable alternatives as FMX is expensive and we do not need to use it to the level it is intended for.
- Jodi Moore and Denise Powers had a lunch meeting with Michael Eckert on Thursday, October 27th. This was an opportunity to get to know one another better and review some MCCDD topics "off the clock".
- Jodi Moore met with Supervisor Luciano to review the UPS agreement and have him execute it. This will be ratified at the upcoming Board meeting.
- Jodi Moore, Jason Davidson, and Jay King met with Supervisor Stevens on Monday, October 30th for our weekly Vesta Transition meeting. We discussed various operational items such as staffing, street trees, and ideas for looking ahead to the next season.
- Jodi Moore and Denise Powers met with the Landscape and Irrigation teams on Tuesday,
 October 31st to review new processes and procedures for entering their time off requests,
 timecards, and to inform the staff that their PTO accruals are now been updated in ADP and they
 will be able to view their availability on there going forward. Previously time off requests were
 done manually, and PTO was tracked on a spreadsheet which created confusion for team
 members. This was well received by the staff.
- On Tuesday, October 31st at approximately 4:00pm the fire alarm went off at the Amenity Center.
 - Everyone safely exited the building and the staff determined there was no apparent cause for the alarm.
 - The fire department arrived and assisted the team in turning off the alarm. Jodi Moore and Denise Powers worked with the fire department to examine the building. They also stated it was likely a faulty sensor.
 - O Jodi Moore contacted Village Key and Alarm while the fire department was assisting and was transferred several times before being able to speak to someone regarding the issue. Denise Powers also reached out separately and was transferred to voicemail. Management was not satisfied with the lack of urgency by VKA and dismissed the incident as someone likely vaping or something similar. They did not take any steps to investigate further. They were also not helpful in assisting the staff to turn off the alarm or silence the alarm, so management was grateful for the fire department's assistance.
 - At approximately 5:30pm Tahj Noel, our evening front desk staff person contacted Jodi Moore via phone to notify her that the alarm was again going off. He let the fire department know when they called the building that it was a false alarm, however per their policy they still had to come out.
 - Jodi Moore returned to the premises, arriving at approximately 5:45pm and was unable to silence the alarm, she also contacted VKA. While on hold with VKA the fire department arrived and confirmed there was no apparent emergency.
 - With some urging Jodi Moore had VKA send out their on-call tech to meet her and had the system placed in a "test mode" until he could arrive, and trouble shoot the issues.
 - VKA arrived on site and determined there was a faulty sensor in the aerobics/dance studio maintenance room. The faulty sensor was disconnected

from the system and Jodi Moore was told a part would need to be ordered and there should be no further incidents.

- On Wednesday, November 1st at approximately 12:00pm the alarm system began making a loud alert tone and noted a trouble signal.
 - Jodi Moore reached back out to the supervisor at VKA. After speaking with the manager, the tech from the night before failed to remove the sensor from the "online system" causing it to create the trouble signal, this second trip did not include a trip charge as management explained to VKA that MCCDD should not be penalized for the techs failure to complete the job.
 - The second tech arrived on site and was able to replace the faulty sensor with parts on hand.
- Jodi Moore and Denise Powers attended the annual Vesta Managers training on Wednesday, November 1st and were out of the office from approximately 12:30pm to 4:00pm. This training provides Vesta's managers with a refresher on best practices and connects us with fellow managers to collaborate on challenges we share across our various communities.
- Denise Powers collected multiple credit cards (Lowes, Home Depot, etc.) from the landscape team and the staff will be using only the MCCDD Department Head card going forward. This is part of our efforts to streamline ordering and better track and manage expenses. The staff are receptive to the changes as this will also make reconciling expenses a smoother process.
- Jodi Moore and Denise Powers had a conference call with Paula Davis at Inframark regarding the Districts SUI payments on Wednesday, November 1st.
- Jodi Moore reached out to the General Manager of RaceTrac for information regarding the landscape company they use to maintain the area along US 1 in front of their store. The manager said he would have information for her on Friday. She followed up on Friday, November 3rd and he was out of the office, the assistant manager unfortunately did not have information so management will reach back out next week.
- Jodi Moore contacted April Day-Wolff of Hines on Thursday, November 2nd regarding the commercial lots and numerous complaints regarding the condition of the properties management has received.
 - Ms. Day-Wolff stated that any questions regarding violation processes should be directed to May Management as they are their policies.
 - It was noted that the commercial association has never assessed property owners for any assessments to the POA.
 - The POA is still under developer control, and they hope to have a meeting to discuss turnover to the Property Owners in November or December.
- Jodi Moore placed a call to Cynthia at May Management on Thursday, November 2nd regarding the commercial lots and is awaiting a reply.
- Jodi Moore discussed the potential memorial plaque in memory of the employees we recently lost with Jim Smeland and Shane Mahn.
 - Jim Smeland followed up with Jodi Moore suggesting that a bench be installed at the grassy area near Lake SV2C which is on the way to the Boardwalk. The area is perfect for a nice scenic resting spot and is near to an existing dog station.

Stormwater Ponds & Infrastructure:

- Lake V-2 had moderate growth of chara (submerged algae). This pond is shallow and has high nutrient content which results in fast aquatic weed growth.
 - Vendor treated the pond in the airboat and will be stocking more carp the week of October 9th.
- Lake 3 had moderate floating algae, fragmented bocopa, and dead alligator weed.
 - Vendor raked the homeowner side of the bank to help remove floating weeds week of October 9th.
- Jim Smeland has reached out to Ryan Stillwell for assistance in locating outflows on Lakes E, SV2 A, and CSP. Mr. Stilwell was able to provide location maps.
- A few concerns were received regarding heavy mosquitos around the ponds.
 - Jodi Moore filed a request with the Anastasia Mosquito Control District to have some areas fogged.
- Jodi Moore visited the pond behind the Heather Park area with Jim Smeland and the pond Vendor. We had two resident complaints regarding the ponds' clarity. Upon inspection we determined that the pond's condition is a 9.8 out of 10 with only some minor biofilm at the far end in a very small area.
- Jodi Moore received a report that Pond MCU4 was higher than typical levels for the last several weeks and asked the vendor to investigate.
 - On Monday, October 30th the vendor visited the site and determined that one of the fish barriers had become clogged. Debris was removed and the pond is now free flowing and returning to normal levels.

Landscape:

- Week of October 9th
 - The team has been working through their regular fakahatchee grass cutback rotation throughout the community during this month.
 - The lake outfalls were all serviced pre and post rain events.
 - o Coordinated the outsourcing of dead pine trees along Palencia Village Drive.
 - Picked up debris and serviced all boardwalks, parks, and other areas after the storms.
 - o Planted three 30-gallon Live Oaks on Palencia Village Drive Week of October 9th.
- Week of October 16th
 - Regularly scheduled mow, edge, and blow routines were completed the week of October 16th.
 - o Landscape Director Jim Smeland was out during this week.
 - The crew spent the week working on necessary tasks and regrouping from the recent passing of their two crew mates.
- Week of October 23rd
 - Hand watering was completed 3 times.
 - The Boardwalk areas were serviced three times.
 - The crew began some of the winter projects:
 - Removing some mulched areas to prep for replacement.
 - Edging hardscapes
 - Prepping areas for the fall pine straw installation.

- Two dead river birch trees were cut down and the stumps ground at Heather Park.
 - Jodi Moore and Jim Smeland are working on a replacement plan which will likely include crepe myrtles to add some color to the area.
- Week of October 30th
 - Additional fakahatchee cutbacks were performed.
 - The Boardwalk areas were serviced three times.
 - Additional hardscape edging was completed.
 - Hand watering was performed on schedule.

Irrigation:

- Week of October 9th
 - o Installed a new battery controller for new trees on Palencia Village Drive.
 - Replaced a 1 ½" irrigation valve at the Tennis Facility.
 - Repaired a ¾" irrigation zone line break at Parkside Park.
 - o Continued installing surge protectors at remaining irrigation pumps and wells.
 - Irrigation inspections took place along Palencia Village Drive, Loop Parks, Oak Common Park, Heather Park, McKenzie Park, and Parkside Park.
- Week of October 16th
 - Irrigation inspections were completed.
 - Irrigation crew assisted the landscape team with duties.
- Week of October 23rd
 - Replaced an irrigation ACC2 controller at Promenade Point due to a lightning strike.
 - Continuing to work on installing surge protectors at Promenade, Market Street, Village Green, and "Loop" parks.
 - Repaired a 1" irrigation zone line break at Heather Park.
 - o Replaced an irrigation solenoid at North Loop and Palencia Village Drive.
 - o Replaced a Hunter irrigation NODE on Palencia Village Drive.
 - Replaced an irrigation station modular at Parkside Park.
- Week of October 30th
 - Jim Smeland responded to an irrigation break on the evening of Sunday, October 29th at North River. Irrigation was shut down until repairs could be completed.
 - Repaired a 1 1/2" irrigation zone line break at North River.
 - o Repaired two irrigation rotors on South Loop.
 - Extended bed sprays in all annual beds.
 - Replaced a broken valve box on South Loop.
 - o Added irrigation bubblers for a new tree going in at Heather Park.

Gates:

- Michael Eckert reviewed the Envera contract draft and provided his edits. Jodi Moore sent the contract back to Envera for final review and signing off week of October 9th.
- Brian Holiday reached out on Friday, October 20th to let us know that they found a work around for one of the protocols we have requested. Jodi Moore will be performing some random testing to confirm the operation is as expected.
- Jodi Moore sent two letters with fines for gate incidents the week of October 16th.

- Jodi Moore created a tracking sheet for the gate incidents to streamline the fining process and assist in keeping up with what items are outstanding.
- Eddie Coalwell sent over the Envera contract for signature. Jodi Moore met with Supervisor Perna on Friday, October 27th to review the agreement and it has been executed.
- Jodi Moore sent an email to Envera asking for an investigation of a gate system error that has
 recently been occurring and to follow up on reports that we are waiting on. The results were
 received, and Jodi Moore is reviewing the requested reports.
- The Envera contact list was updated to remove Jim Oliver at the request of Sweetwater's District Manager.
- We received two for two separate gate strike incidents of \$100 each.
- The Gates were set to be open for Halloween evening to avoid gate strikes and backups.
- A tractor trailer truck struck the North Guard house causing some minor damage. Jodi Moore is working with Envera to get license plate information for the vehicle.

Maintenance:

- Week of October 9th
 - o Removed ten sidewalk sections in the Parkside area along with roots and debris.
 - Replaced several traffic signs throughout the community.
 - The motor for the ERU at the Amenity Center seized up, mechanic is performing an analysis to see if the motor can be rebuilt.
 - Four LED panels have been installed in the aerobics room ceiling at the Amenity Center.
 - o Four LED panels were installed in the front office at the Amenity Center.
 - All storm drains were cleared after this week's heavy rains.
 - Quarterly HVAC preventative maintenance was performed, and filter changes completed.
 - Downloaded and provided radar data to the General Manager.
 - Coordinated with Hardwick fence to obtain quotes for repair on aluminum fencing along retention basin off Costa Blanca.
- Week of October 16th
 - Eight asphalt repairs were completed on Costa Blanca Road from tree root damage.
 - A manhole cover was repaired on Sebastian Square.
 - The motor for the ERU unit was able to be rebuilt rather than purchasing new which is a savings of over \$900.
 - Several traffic signs were replaced around the property.
 - Two trips were made to recycle concrete from sidewalk repairs. The concrete is heavy and must be taken in sections so as not to overload the vehicle and for staff safety.
 - o Converted eight florescent light fixtures to LED's in the maintenance building.
- Week of October 23rd
 - Sidewalk grinding took place in areas on Parkside Drive.
 - o The gable ends on the Porte cochere at the Amenity Center was completed.
 - Painting began on both guard houses.
 - o Bollards were installed on Vale Pond near Glorietta Drive.

- FS Property Street Sweeper was on property this week in the Oak Common and Parkside areas.
- A fall clean-up is in the works at the maintenance building.
- The staff began prepping for the upcoming holiday décor set up and tree installation.
- Week of October 30th
 - We received 3 reports of signs that had been either run into or possibly vandalized.
 The crew identified the signs and made repairs or replaced as needed.
 - Shane Mahn is working with Global Turf on purchasing a utility cart within budget as approved by the Board.
 - Negotiating for a fully refurbished 2018 cart with under 1500 hours and will have Denise Powers process the deposit check once details are finalized.
 - Performed multi use path inspections.
 - Completed a large repair of the asphalt path near the North Guard house. Crew was able to complete in house at a cost savings to the community.
 - Replaced 2 LED "bricks" for Tennis Court lighting because one being full of water when inspected. The other needed a ballast and connector replacement.
 - Filled hole around and under the sidewalk at 700 Promenade Point. There is a known Homeowner irrigation leak which continues to erode the area.
 - o Monthly inspections of buildings, emergency lights, and lift stations.
 - The South Guard House is in the process of being painted.
 - The team was able to complete the repairs to the North Guard House from the semitruck strike in house. Repainting and repairing boards that were knocked out of place was needed.
 - The team are inspecting the Christmas Tree frame and lighting and will make necessary repairs. This takes approximately 3 days to complete.

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Aquatics:

- Water aerobics is winding down for the season. Densie Powers is working on some indoor options to fill this spot for the winter months.
- Several residents took advantage of the warmer days in October using the adult and family pools.
- Denise Powers performed a walk around inspection of the pool deck on Friday, November 3rd noting several items for maintenance to address during the winter months.

Lifestyles/Events:

- The Chick-fil-a truck made its second visit to Palencia on Tuesday, October 10th.
 - The truck was better prepared than during its first visit, and the event was a success this time around.
- Food Truck Friday, October 20th. Denise Powers and Jodi Moore stayed until approximately 5:45pm to assist in setting up the event.
- An eblast was sent by Ross Ruben to the community to announce the upcoming Fall Festival and Veterans Day Golf Cart Parade the week of October 9th.

- o Unfortunately, due to the lack of signups the golf cart parade has been canceled.
- Food Truck Friday, October 27th. Ken Council of the Rivertown Vesta team coordinated the event and assisted the vendors and trucks with setup.
- An eblast was sent by Ross Ruben to remind the community of the food truck event.
- The November issue of the newsletter went out on Sunday, October 29th. Ross Ruben made some formatting changes, and we received positive feedback from the community.
- The mammogram bus was here Friday, November 3rd.
- Ross Ruben has finalized coordinating the Fall Festival coming up on November 10th. The Vesta team hope to see you all there!
- Denise Powers coordinated with the craft vendor who was originally scheduled to hold an
 event on November 30th to reschedule so that we could fulfill the POA's request to hold their
 meeting that evening which saved the POA from having to rent space at the golf club.

Tennis:

- Week of October 9th
 - o New windscreens have arrived, and the staff are in the process of installing them.
 - Clay material was added to the courts due to washouts from heavy rain this week.
 - Preparations are underway for the upcoming "Oktoberfest" Tennis Social coming up on Friday, October 13th.
 - Positive feedback has been received from parents of the two junior teams and the kids are enjoying the competition.
- Week of October 16th
 - The "Oktoberfest" Tennis Social has over 35 participants signed up. The event began on October 20th.
 - The Beginners Pickleball Clinic was completely full last Saturday, October 14th. More clinics will be added to the schedule.
- Week of October 20th
 - Sunday, November 4th started the "Progressive League 2". This is an inter-club league that runs for 6 weeks and allows people to compete and play within the community.
 - Preparations are being made for the upcoming Holiday Camps and clinics which will include Juniors, Men's, and Ladies sessions.
 - All benches on the courts were painted.
- Week of October 30th
 - Tennis team member Logan Maxwell is being trained to help cover the pro shop to provide coverage as needed.
 - o Planning for Holiday Sales in the Pro Shop in the month of December.
 - Coordinated resurfacing of two of our courts to take place in December.

Personnel:

- We are saddened to report that a medical emergency occurred with an employee on Friday,
 October 13th. Please contact Jodi Moore or Denise Powers directly for information.
- Vesta's HR recruiting team provided several viable resumes to the onsite management team during the month of October for the landscape and maintenance positions.

- Jim Smeland offered a position to a potential landscape crew member the week of October 9th; however, he walked out of the drug screen without completing it.
- Shane Mahn has made offers to two potential employees one did not pass the drug screen and the other passed and we are in the process of onboarding him.
- New hire Jeff Robertson has joined our landscape crew the week of October 20th. We are excited to have a new team member in our ranks.
- Jodi Moore and Denise Powers are working on job descriptions for the maintenance and administrative team.

Resident Inquires and Interactions of Note:

- Mr. Maedel of the Avila Community reached out regarding additional concerns about Lakes 1 and 2 and the water levels and landscaping.
 - Jodi Moore passed along the concerns to Ryan Stillwell who confirmed again that the pond is functioning properly and there are no concerns regarding water levels or drainage.
 - Mr. Maedel followed up to report that the pond had returned to its higher water level because of the heavy rains this week.
- A call was received by the General Manager the evening of the POA Town Hall meeting from a
 resident who expressed concerns regarding keeping the design in line with the developer's
 original theme at the amenity facility and some concerns about furniture and the kitchen area.
 - O Jodi Moore relocated chairs from the lobby area to the office space and Denise Powers performed some cleaning and organization in the kitchen area. Jodi Moore also discussed with the resident paint options for interior offices and will be meeting with the resident to review the recent remodel and vision for design as she was involved in the design and can provide background information.
- Shane Mahn was alerted by a resident to a collapsed gate on a pond bank on Costa Blanca Road.
 - Mr. Mahn has accepted a quote from Hardwick fence and we are waiting to get on their schedule for the repair.
- Allie Simmons reached out to our office wanting to take over the running of the snack bar at the pool.
 - Ms. Simmons was provided with a draft of what an agreement with the CDD would be like if she were to wish to proceed.
 - Denise Powers explained the requirements such as licensing, insurance, etc.
 - Ms. Simmons has been encouraged to submit a business plan to the CDD should she still be interested.
- The owner of Graze Craze stopped in to meet the management team on Thursday, October 19th.
 - We discussed coordinating with them on events so that they can be open.
 - A request was made for the landscapers to take care when blowing near the windows and the doors. Jodi Moore will discuss with Jim Smeland to have him remind the crew.
 - Reviewed food truck locations to maximize offerings to residents and support our Market Street businesses.
- A resident visited the office asking about a potential research project on land just off the Boardwalk. He is involved with a group of scientists and resident volunteer researchers. The project would involve monitoring plant growth along the intercoastal.

- Jodi Moore provided the contact information for our SJRWMD contacts and should the project proceed management will keep the board informed.
- Jodi Moore met with Terry Shaw regarding the landscaping on the far end of N River.
 - Jim Smeland will be reaching out to the UF extension agent and requesting a site visit for the purpose of analysis and preparing a landscape plan appropriate for the environment in this area.
- A resident reached out regarding the parking spaces at Village Square and concerns regarding the signage and concerns regarding potential HOA violations at the building.
 - The resident was referred to Shantel Tarasenko the HOA Manager for the building and Maria Czmyr for the master POA regarding the violation concerns.
 - Mike Eckert provided Jodi Moore with the current information regarding the CDD parking spaces and policies.
 - Jodi Moore communicated with Shantel Tarasenko regarding the information received from Mr. Eckert.
- The business owners of Spear Leader reached out regarding a tree on Market Street that has a fungus growing on it.
 - Jodi Moore has reached out to Shantel Tarasenko of Alsop who manages the units as it is management's understanding from Jim Smeland that the CDD does not maintain these trees.
- Maria Czmyr notified Jodi Moore that a resident reported a tree in the preserve behind 724 Toria Lane was struck by lightning and was a potential hazard.
 - Jodi Moore immediately visited the residents' home and reviewed the tree. She is coordinating with an arborist to provide a determination to SJRWMD for approval to remove the tree and possibly two others nearby that also may be a concern.
- The owner of 333 Vale Drive forwarded pictures of sunken ground near our culvert in front of that property.
 - o Jodi Moore emailed Ryan Stillwell to review and advise on any potential concerns.
- A resident reported eroded areas under and around a portion of sidewalk at 700 Promenade.
 - Shane Mahn and his team filled the area which was due to a continuing leak from the homeowner's irrigation.

Cost Saving Initiatives:

- Denise Powers worked to cancel the FMX software that was no longer being utilized by the maintenance team with the dissolution of the Sweetwater staffing agreement. This is a cost savings of approximately \$3,400 per year.
- Denise Powers and Jodi Moore are working on processes to provide additional oversight on department expenditures which will also assist in better understanding our operations.
- Jodi Moore is reviewing alarm options for any potential for cost savings with another provider.
- Jodi Moore and Denise Powers are reviewing purchases and directing staff to reduce costs by ordering in bulk when it makes sense and reviewing back stock prior to placing orders.

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Supervisors "SPEEDERS" Report

Radar Location: Cosa Del Sol Entry

Date: October 2023

					% of
					Violators to
	Vehicle	# of		Day of the	Total
Date	Count	Violators	Top Speed	Week	Vehicles
10/1/2023	454	84		Sunday	19%
10/2/2023	593	86		Monday	15%
10/3/2023	588	99	66		17%
10/4/2023	575	98	44		17%
10/5/2023	592	101	41	Thursday	17%
10/6/2023	679	100		Friday	15%
10/7/2023	490	93		Saturday	19%
10/8/2023	474	85		Sunday	18%
10/9/2023	565	72		Monday	13%
10/10/2023	573	90	51	,	16%
10/11/2023	587	77	63	Wednesday	13%
10/12/2023	607	105	53	Thursday	17%
10/13/2023	565	109	55	Friday	19%
10/14/2023	507	106	43	Saturday	21%
10/15/2023	453	97	48	Sunday	21%
10/16/2023	528	86	49	Monday	16%
10/17/2023	578	109	45	,	19%
10/18/2023	577	98	47	Wednesday	17%
10/19/2023	584	88	46	Thursday	15%
10/20/2023	647	109	45	Friday	17%
10/21/2023	626	91	47	Saturday	15%
10/22/2023	484	89	42	Sunday	18%
10/23/2023	563	65	40	Monday	12%
10/24/2023	536	89	43	Tuesday	17%
10/25/2023	632	103	56	Wednesday	16%
10/26/2023	625	86	64	Thursday	14%
10/27/2023	668	82	41	Friday	12%
10/28/2023	535	89	45	Saturday	17%
10/29/2023	552	81		Sunday	15%
10/30/2023	602	91		Monday	15%
10/31/2023	827	89	45	Tuesday	11%

Overall Stats for September 2023

Total Vehicles	17866
Total Violators	2847
Top Speed	66
Day with Most Violators	Friday
Avg. % of Violators to Vehicles	15.94%

Supervisors "SPEEDERS" Report

Radar Location: Cosa Del Sol Exit

Date: October 2023

Date	Vehicle Count	# of Violators	Top Speed	Day of the Week	% of Violators to Total Vehicles
10/1/2023	401	69	51	Sunday	17%
10/2/2023	604	59	85	Monday	10%
10/3/2023	452	80	95		18%
10/4/2023	491	90		Wednesday	18%
10/5/2023	490	91		Thursday	19%
10/6/2023	527	82		Friday	16%
10/7/2023	417	83		Saturday	20%
10/8/2023	387	62		Sunday	16%
10/9/2023	465	52		Monday	11%
10/10/2023	475	84		Tuesday	18%
10/11/2023	550	62	92	Wednesday	11%
10/12/2023	648	78	41	,	12%
10/13/2023	470	87	48	Friday	19%
10/14/2023	397	72	40	Saturday	18%
10/15/2023	346	53	42	y	15%
10/16/2023	388	55		Monday	14%
10/17/2023	451	77		Tuesday	17%
10/18/2023	480	81		Wednesday	17%
10/19/2023	453	84		Thursday	19%
10/20/2023	524	86		Friday	16%
10/21/2023	544	79		Saturday	15%
10/22/2023	406	52		Sunday	13%
10/23/2023	449	52		Monday	12%
10/24/2023	474	87		Tuesday	18%
10/25/2023	506	86	56	Wednesday	17%
10/26/2023	502	76	64		15%
10/27/2023	499	76		Friday	15%
10/28/2023	486	77	43	Saturday	16%
10/29/2023	461	66	51		14%
10/30/2023	475	62	45	Monday	13%
10/31/2023	652	60	41	Tuesday	9%

Overall Stats for September 2023

Total Vehicles	14870
Total Violators	2260
Top Speed	95
Day with Most Violators	Thursday
Avg. % of Violators to Vehicles	15.20%

SJSO Off-Duty Roving Patrol Violation Log

Violation Log				1				<u> </u>			
Date:	Improper Parking / Roadway Obstruction	Suspicious Activity or Traffic Violation		Golf Cart	Suspicion of Illegal Substance	Home Suspicious	Child Mischie	Adult Mischief Warning or Citation	Day of the Week	Officer	Notes
10/02/23	6	4						10	Monday	Shawn Emert	4 warnings for stop sign violations. Made contact with 6 contractors onsite and advised of parking violations
10/03/23		4						4	Tuesday	Gary Perna	1 written warning excessive speed, 2 written warnings stop sign violations, 1 citation for car seat violation
10/04/22		2							Wednesday	Dalah Dangvitch	2 written warnings for excessive speed
10/04/23		3						3	Wednesday	Ralph Papovitch	3 written warnings for excessive speed
10/06/23		2						2	Friday	H. Aran	Responded to reckless driver at Las Calinas/Palencia Club Dr. Responded to disturbance between 2 vehicles at Regalo Rd
10/08/23		2						2	Sunday	Shawn Emert	2 warnings - traffic stops for faulty equipment
10/09/23								0	Monday	B.W. Utley	No violations found during shift. Spoke with multiple residents who espressed how pleased they were to see patrols in the community
10/10/23							2	2	Tuesday	A. Solis	2 stops for residents on bicycles without lights at night, verval warning
									,		
10/11/23		3		1				4	Wednesday	Gary Perna	2 written warnings excessive speed, 1 written warning stop sign violation, 1 citation 14 yr old driving golf cart w/o permit/license
10/13/23								2	Friday	Jeremy Banks	2 warnings for excessive speed in school zone
10/16/23								2	Monday	Jeremy Banks	2 written warnings for stop sign violations
											2 written warnings excessive speed, 1 citation for failure to yield at crosswalk, 1 wrtitten warning for stop sign
10/18/23		6						6	Wednesday	Gary Perna	violation, 1 citation stop sign violation, 1 citation operating under suspension
10/19/23		6						6	Thursday	Gary Perna	3 written warnings excessive speed, 1 citation excessive speed, 1 citation no drivers license, 1 verbal warning stop sign violation
10/20/23		3						3	Friday	Steven Lay	2 warnings stop sign violations, answered call for suspicious person on Market Street and Publix Plaza
10/23/23		2						2	Monday	Anthony Solis	1 verbal warning for stop sign violation, 1 written warning for stop sign violation. Assistd patrol with call reguarding missing subject and assisted Fire/Rescue with call
10/25/23		4							Wadnasday	Cary Dorna	A written warnings for stan sign violations
10/25/25		4						4	Wednesday	Gary Perna	4 written warnings for stop sign violations 1 written warning excessive speed, 2 written warnings stop sign violations, Dispatched to Riley Lane (911 hang
10/26/23		3						5	Thursday	Gary Perna	up call). Dispatched to call near Kensington for possible gun shots-found to be construction noise on Regalo Road
10/27/23		3						3	Friday	Gary Perna	2 written warnings excessive speed, 1 citation stop sign violation , Food Truck Over Watch
10/28/23		3						3	Saturday	Anthony Solis	2 verbal warnings stop sign violations, 1 verbal warning for failure to maintain single lane
10/20/20		3							Suturuay	7 titeliony 30113	2 verbar warmings stop sight violations, 1 verbar warming for failare to maintain single faile
10/29/23								0	Sunday	Sheldon York	Deputy reported rain off and on and very little pedestrian and vehicle traffice - no interactions
10/30/23		4						4	Monday	Gary Perna	2 written warnings excessive speed, 2 written warnings stop sign violations
			-								3 verbal warnings for golf cart safety keeping adults/minors inside the vehicles properly. Monitored community
10/31/23			3					3	Tuesday	Thomas Evans	for Halloween-lots of positive feedback from community having a Deputy present
October 2023 Totals	6	52	2	1	0	0	2	0			
2023 YTD total	21	462	29	23	1	0	22	0			
Month to Month Comparison											
October 2022 October 2023	10	87 52	0	0	0	0	0 2	0			
330301 2023		J.		-			_				

5C

LICENSE AGREEMENT BY AND BETWEEN THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT AND UNITED PARCEL SERVICE, INC., REGARDING THE USE OF CERTAIN DISTRICT PROPERTY

THIS LICENSE AGREEMENT ("License Agreement") is made and entered into this 19th day of October, 2023, by and between:

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 12574 Flagler Center Boulevard, Suite 101, Jacksonville, Florida 32258 ("District"); and

UNITED PARCEL SERVICE, INC., an Ohio corporation, whose principal address is 55 Glenlake Parkway, NE, Atlanta, Georgia 30328 ("Licensee").

RECITALS

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

WHEREAS, the District owns, operates, and maintains certain facilities and real property within the boundaries of the District, including the parking lot at 455 Regallo Road, St. Augustine, FI ("District Property"); and

WHEREAS, Licensee desires to park 2 16 'x 8 'x 8 'POD storage units (collectively, the "POD") on the District Property as depicted in Exhibit A ("POD Location") and to use the District's paved areas for the purposes of transporting, storing and delivering packages to residents within the District; and

WHEREAS, Licensee also desires to use golf carts and small trailer(s) ("Licensee Vehicles") in order to transport and deliver the packages; and

WHEREAS, the District is willing to allow the Licensee to park the POD in the POD Location and use the POD and Licensee Vehicles for the purposes of transporting, storing and delivering packages to residents in the District, subject to the terms set forth in this License Agreement; and

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

Now, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the District and Licensee agree as follows:

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

- 2. GRANT OF LICENSE. The District hereby grants to the Licensee a non-exclusive license to park the POD in the POD Location as depicted in **Exhibit A**, and to use the POD and the Licensee Vehicles for the purposes of transporting, storing and delivering packages to residents in the District ("License"), pursuant to the terms set forth in this License Agreement.
- 3. Compensation. As consideration for the License, Licensee agrees to pay the District a sum totaling Two Thousand Dollars (\$2,000), payable prior to Licensee's use of the License granted herein.
- 4. CONDITIONS ON THE LICENSE. The License granted in Section 2, above, is subject to the following terms and conditions:
 - A. Licensee's access to the District Property is limited to the POD Location and reasonable ingress and egress thereto. Prior to its use of the License granted herein, Licensee shall meet with on-site District staff to confirm the exact Pod Location.
 - **B.** Licensee's use of the POD Location is limited to that set forth in this License Agreement.
 - C. Licensee shall routinely monitor the POD Location and surrounding areas in order to maintain the POD Location and surrounding areas in good, clean and working order.
 - **D.** Upon notice to the Licensee by the District staff, Licensee shall relocate the POD to a new POD Location on District Property selected by the District staff.
- 5. EFFECTIVE TERM. This License Agreement shall become effective as of October 30, 2023 and shall continue in full force and effect until January 15 2024, unless revoked or terminated earlier in accordance with Paragraph 6, below. Upon termination of the effective term herein, Licensee shall remove the POD and Licensee Vehicles from the POD Location and return the POD Location to the condition it was in prior to the granting of this License.
- 6. REVOCATION, SUSPENSION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee with written notice of the same, which shall be effective immediately upon receipt by Licensee. Licensee may terminate this License Agreement upon written notice to the District. Upon any termination, Licensee shall remove the POD and Licensee Vehicles from the POD Location and return the POD Location to the condition it was in prior to the granting of this License.
- 7. COMPLIANCE WITH LAWS, RULES AND POLICIES. Licensee shall comply at all times with relevant statutes and regulations governing the operation of the POD, Licensee

Vehicles and any other equipment used in relation to the License and shall, upon request of the District, provide proof of such compliance. Licensee shall comply in all material respects with the District's Rules and Policies and acknowledges that it has received a copy of such Rules and Policies.

S. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its Patrons (as that term is defined in the Policies Regarding District Amenity Facilities) and guests from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the Licensee's use of the POD Location under this License Agreement. Licensee shall repair any damage resulting from its use of the License granted herein, including but not limited to operation and management of the POD, Licensee Vehicles and any other equipment used in relation to the License, within twenty-four (24) hours of the event causing such damage. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing by the District. The provisions of this Paragraph 8 shall survive the termination or expiration of this License Agreement.

9. INDEMNIFICATION.

- A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), as ordered.
- B. Licensee will defend, indemnify, save and hold the District, and its supervisors, staff, and assigns ("District Indemnitees") harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Licensee, its members, managers, agents, assigns or employees.
- C. For purposes of this section, "acts or omissions" on the part of Licensee and its members, managers, agents, assigns or employees, includes, but is not limited to, the operation and management of the POD, Licensee Vehicles and any other equipment used in relation to the License in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over such POD, Licensee Vehicles and equipment, unless such permit, license, certification, consent, or other approval is first obtained.
- D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Paragraph 9 shall survive the termination or expiration of this License Agreement.

10. Insurance.

- A. Licensee shall maintain throughout the term of this Agreement the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering Licensee's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, and covering at least the following hazards: Independent Contractors' Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Licensee of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants and supervisors shall be named as additional insured parties. Licensee shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement upon execution of this License Agreement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- 11. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this License Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.
- 12. **DEFAULT.** A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

- 13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this License Agreement.
- 14. AMENDMENT. Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- 15. ASSIGNMENT. Neither the District nor the Licensee may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.
- 16. INDEPENDENT CONTRACTOR. In all matters relating to this License Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the use of the License granted herein is an employee of the District under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of the License. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Licensee shall have no authority to represent the District as agent, employee or in any other capacity.
- 17. Notices. All notices, requests, consents, and other communications hereunder ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Marshall Creek Community

Development District

12574 Flagler Center Boulevard, Suite 101,

Jacksonville, Florida 32258 Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel Attn: District Counsel

B. If to the Licensee: United Parcel Service, Inc.

55 Glenlake Parkway, NE Atlanta, Georgia 30328 Attn: _Steven Smith

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

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

- 18. INTERFERENCE BY THIRD PARTY. The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.
- 19. PUBLIC RECORDS. Licensee acknowledges and agrees that all documents of any kind relating to this License Agreement may be public records and shall be treated as such in accordance with Florida law.
- 20. CONTROLLING LAW AND VENUE. This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.
- 21. ARM'S LENGTH NEGOTIATION. This License Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this License Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.
- 22. Third Party Beneficiaries. This License Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, to or for the benefit of, any third party not a formal party to this License Agreement. Nothing in this License Agreement expressed or implied is intended or shall be construed to confer upon any person or legal entity other than the parties hereto any right, remedy or claim under or by reason of this License Agreement or any of the provisions or conditions of this License Agreement; and all of the provisions, representations, covenants and conditions contained in this License Agreement shall inure to the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.
- 23. AUTHORIZATION. The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this License Agreement.
- 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this License Agreement shall not affect the validity or enforceability of the remaining portions

of this License Agreement, or any part of this License Agreement not held to be invalid or unenforceable.

- 25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.
- 26. COUNTERPARTS. This License Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.
- 27. SOVEREIGN IMMUNITY. The District and Licensee agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes.

Executed in the presence of:	MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
Print Name: Jod: M. Mcocc	Chailperson, Board of Supervisors
Print Name:	
	UNITED PARCEL SERVICE, INC.
Print Name: MarganoBellamy	By: Print Name: Steven Smith
Print Name:	Attest:S Mike Greeschell
	Title:_St. Augustine On Road

Exhibit A: POD Location



5D

Marshall Creek Optimization Summary (Part 1) 11/6/2023

<u>Background</u>: As promised in our RFP response we planned to do a systematic review of Marshall Creek operations and provide recommendations on how best to improve operations (costs, resident experience, employee experience, etc.). This is the first installation of that and is focused on changes in the interlocal agreement and a review of administrative processes to date. There will be other recommendations to follow as we do a department by department and budget line-item review in the coming months. We are making many changes on a daily and weekly basis and only looking to elevate to the Board the most significant items.

<u>Opportunity</u>: We have found that too many functions requiring more diverse professional skills sets have been historically concentrated in the Assistant General Manager role. This has resulted in the following challenges from our perspective:

- 1. Single points of failure and difficulties with Assistant General Manager turnover and replacement of the position both within a vendor (within First Service) and across vendors (First Service to Vesta).
- 2. Additional risk assumed by the CDD for not being able to have more specialized HR expertise (FMLA compliance, Worker's Compensation compliance, terminations, etc.).
- 3. Administrative, payroll and HR inefficiencies which require a disproportionate amount of time to manage and drive up CDD costs and negatively impact stakeholders.
- 4. Insufficient oversight and support of Lifeguards and Front Desk Staff has reduced the resident experience and resulted in underutilized resources.
- 5. Lifeguard staffing and resulting slide hours have been unreliable.

<u>Proposed Solution(s):</u>

- 1. Contract with an HR vendor (ADP quote) to provide fractional HR services.
- 2. Not fill the planned Amenity Director Position due to highly seasonal workload to better allocate responsibilities across expertise and where more efficient.
- 3. Reengineer the work scope of the Assistant General Manager by reducing administrative burden through a variety of proposed efficiencies and focus more on operations and oversight of the Front Desk, Lifestyle, Food and Beverage and Lifeguard teams.
- 4. Shift lifeguards from CDD employees to Vesta employees.

Summary of Benefits:

- 1. Provides redundancy (AGM role better aligned with and able to support GM) and expertise (additional ADP resources) by playing to everyone's strengths and specialties.
- Makes personnel and amenity vendors transitions much less problematic by spreading responsibilities around (CDD DHs, FT Admin, AGM/GM overlap) and creating redundancies (ADP as continuity) and best ensures compliance to reduce CDD liability.
- 3. Making lifeguard personnel Vesta employees greatly simplifies the HR and Payroll burden for those team members on the GM and AGM since these seasonal personnel require more touches. This frees up the AGM and GM to invest their time elsewhere (project management, customer engagement, etc.). It also leverages Vesta expertise with lifeguard hiring, training and sustainment training/QA as well as sharing lifeguard across Vesta properties to best ensure adequate staffing provided by Vesta's Regional Aquatics Director.
- 4. The changes as proposed save the CDD \$28,129 per the table below.

Scope	Impact	Comments
Not Fill Proposed Amenity Director	-\$77,368	There would not be a need for this position with (1) adding ADP fractional HR, (2) additional lifestyle support, (3) realizing efficiencies with making seasonal Lifeguards Vesta employees, (4) better empowering front desk staff and department heads to handle more of their own admin scope and (5) improve efficiency of admin process (consolidate credit cards, Strongroom, new POS/database/card scanning software, etc.). Denise's role would shift from Admin heavy to personnel management of FD, LGs, F&B and Lifestyle and becoming much more of an AGM and this structure better addresses the seasonal inefficiencies.
Additional ADP Fractional HR	\$37,500	Should be reduced based on reduced pool of CDD employees (tied to total Compensation), Reflects consolidation of some current services.
Additional Lifestyle Support	\$10,092	285 hours a year to support event staffing and prep
Shift LGs to Vesta employees	\$1,647	Realize various hiring, training, QA and staffing efficiencies. \$39,686 spent last year by CDD. Budget is \$42,000 (Compensation) for FY 2024. Our proposed cost is \$43,647 (Total).
Net Cost to CDD	-\$28,129	Rough Estimate of net cost (savings)

Supporting Documents:

- 1. "MC CDD Support Matrix 11.3.23": Shows opportunity items identified by onsite leadership team across HR and Payroll activities and who does what (Vesta or ADP) under the proposed and vetted "Fractional HR" approach and proposal.
- 2. "Marshall Creek CDD Proposal Presentation": More detailed information on what is proposed by ADP under a fractional HR arrangement.
- 3. "Marshall Creek CDD Pricing": ADP Proposal

<u>Board Action Item</u>: We are seeking approval of (1) a not to exceed amount for fractional HR services as well as (2) to have the lifeguards be Vesta employees going forward. We hope to decide on fractional HR in December after getting proposals and vetting any other options so we can get those services in place by February as well as begin the lifeguard hiring process during winter break for college/HS students. (3) Not filling the proposed Amenity Director position and the creation of a \$10,000 budget for lifestyle support.

Ninth Order of Business

MARSHALL CREEK Community Development District

Financial Statements

(Unaudited)

October 31, 2023

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MARSHALL CREEK Community Development District

Financial Report

October 31, 2023

Prepared by



Balance Sheet October 31, 2023

GENERAL 004 -2002 AREA

ACCOUNT DESCRIPTION	GENE	RAL FUND	(002 AREA CAPITAL ERVES FUND	S 2002 DEBT VICE FUND	2015 DEBT CE FUND	SERIES 2016 SERVICE FU		TOTAL
ASSETS									
Cash - Checking Account	\$	517,062	\$	-	\$ -	\$ -	\$	-	\$ 517,062
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 Districts		31,160		-	-	-		-	31,160
Due From Other Funds		-		243,904	19,446	17,048		1,081	281,479
Investments:									
Money Market Account		4,221		-	-	-		-	4,221
Mutual Funds (Gov. Fund)		1,138,921		-	-	-		-	1,138,921
Treasury Bills (3 months)		1,021,856		•	-	-		-	1,021,856
Treasury Bills (6 months)		1,022,197		•	-	-		-	1,022,197
Interest Account		-		•	-	-		9	9
Interest Account A		-		-	-	74		-	74
Prepayment Account		-		-	28,701	-		22	28,723
Prepayment Account A		-		-	-	4,266		-	4,266
Reserve Fund		-		-	50,000	-	3	1,330	81,330
Reserve Fund A		-		-	-	479,250		-	479,250
Revenue Fund		-		-	489,987	-	4	8,177	538,164
Revenue Fund A		-		-	-	298,608		-	298,608
Sinking fund		-		-	-	-		6	6
Sinking Fund A				•	-	234		-	234
Prepaid Items		16,893		•		-		-	16,893
TOTAL ASSETS	\$	3,752,310	\$	243,904	\$ 588,134	\$ 799,480	\$ 8	0,625	\$ 5,464,453
LIABILITIES									
Accounts Payable	\$	86,928	\$	-	\$ -	\$ -	\$	-	\$ 86,928
Accrued Expenses		9,425		-	-	-		-	9,425
Sales Tax Payable		514			-	-		-	514
Due To Other Funds		281,479		-	-	-		-	281,479
TOTAL LIABILITIES		378,346		-	-	-			378,346
FUND BALANCES									
Nonspendable:									
Prepaid Items		16,893			-	-		-	16,893
Restricted for:									
Debt Service		-			588,134	799,480	8	0,625	1,468,239
Assigned to:									
Operating Reserves		1,126,078		-	-	-		-	1,126,078
Reserves - Field		662,092		-	-	-		-	662,092
Reserves - Gate		7,838		-	-	-		-	7,838
Reserves - Landscape		39,986		-	-	-		-	39,986
Reserves - Park		32,900		-	-	-		-	32,900
Reserve - Security Features		61,400		-	-	-		-	61,400
Reserves - Swim&Fitness Clubh		18,558		-	-	-		-	18,558
Reserves - Swimming Pools		132,635		-	-	-		-	132,635
Reserves - Tennis Courts		24,853		-	-	-		-	24,853
Unassigned:		1,250,731		243,904	-	-		-	1,494,635
TOTAL FUND BALANCES	\$	3,373,964	\$	243,904	\$ 588,134	\$ 799,480	\$ 8	0,625	\$ 5,086,107

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 50,000	\$ 4,167	\$ 27,902	\$ 23,735
Shared Rev - Other Local Units	541,292	45,108	-	(45,108)
Interlocal Agreement - Other	351,990	29,333	5,447	(23,886)
S/F Swimming Program Fees	3,500	-	10	10
S/F Activity Fees	4,000	-	-	-
S/F Rental Fees	2,500	208	400	192
S/F Snack Bar Revenue	3,000	250	-	(250)
Tennis Merchandise Sales	25,000	2,083	2,360	277
Tennis Special Events&Socials	1,500	375	-	(375)
Tennis Lessons & Clinics	300,000	25,000	36,496	11,496
Tennis Ball Machine Rental Fee	6,500	542	208	(334)
Tennis Membership	65,000	21,667	47,153	25,486
Special Assmnts- Tax Collector	3,433,348	-	-	-
Special Assmnts- Discounts	(137,334)	-	-	-
Other Miscellaneous Revenues	8,500	708	27,329	26,621
Gate Bar Code/Remotes	4,000	333	289	(44)
Impact Fee	286,625	23,885	121,261	97,376
TOTAL REVENUES	4,949,421	153,659	268,855	115,196
EXPENDITURES				
· · · · · · · · · · · · · · · · · · ·				
Administration	44.005	4.400	4.050	(00)
P/R-Board of Supervisors	14,285	1,190	1,259	(69)
ProfServ-Arbitrage Rebate	1,800	1,800	-	1,800
ProfServ-Dissemination Agent	3,000	2.002	-	2.002
ProfServ-Engineering	25,000	2,083	-	2,083
ProfServ-Legal Services	75,000	6,250	-	6,250
ProfServ-Mgmt Consulting	69,842	5,820	5,820	-
ProfServ-Special Assessment	16,872	-	-	-
ProfServ-Trustee Fees	11,400	-	-	-
Auditing Services	4,800	-	-	-
Postage and Freight	4,600	383	133	250
Insurance - General Liability	42,210	-	17,572	(17,572)
Printing and Binding	2,500	208	-	208
Legal Advertising	3,500	292	-	292
Miscellaneous Services	14,000	1,167	1,099	68
Misc-Assessment Collection Cost	68,667	-	-	-
Shared Exp - Other Local Units	521,042	-	-	-
Office Supplies	1,474	120	44	76
Annual District Filing Fee	175	175	175	
Total Administration	880,167	19,488	26,102	(6,614)
Other Public Safety				
Payroll-Benefits	7,500	625	63	562
Payroll-Engineering	89,255	7,438	1,504	5,934
Payroll-Janitor	2,500	208	211	(3)
Contracts-Security Services	135,000	11,250	10,477	773
Contracts-Roving Patrol	56,100	4,675	3,794	881

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
D9M Coto	20,000	2.500	44.045	(0.045)
R&M-Gate	30,000	2,500	11,315	(8,815)
Misc-Bar Codes Total Other Public Safety	5,335 325,690	27,141	27,364	(223)
·	<u> </u>			
<u>Field</u>				
Payroll-Benefits	9,965	830	370	460
Payroll-Engineering	71,455	5,955	1,504	4,451
Lease - Land	2,115	2,115	-	2,115
R&M-Bike Paths & Asphalt	6,500	-	-	-
R&M-Boardwalks	25,000	-	5,510	(5,510)
R&M-Buildings	20,000	1,667	-	1,667
R&M-Electrical	6,180	515	-	515
R&M-Fountain	5,000	417	-	417
R&M-Mulch	7,350	-	-	-
R&M-Roads & Alleyways	140,000	11,667	2,289	9,378
R&M-Sidewalks	40,000	3,333	2,121	1,212
R&M-Signage	7,500	1,500	20	1,480
Total Field	341,065	27,999	11,814	16,185
Landscape Services				
Payroll-Salaries	82,672	6,889	2,800	4,089
Payroll-Administrative	6,335	528	236	292
Payroll-Benefits	87,124	7,260	4,182	3,078
Payroll-General Staff	270,000	22,500	8,151	14,349
Payroll-Irrigation Staff	86,600	7,217	3,499	3,718
Payroll-IPM Staff	107,975	8,998	569	8,429
Payroll-Equipment Mechanic	38,242	3,187	1,769	1,418
Payroll Taxes	45,225	3,769	1,335	2,434
ProfServ-Info Technology	500	42	-	42
Contracts-Misc Labor	41,895	3,491	-	3,491
Communication - Telephone	3,900	325	-	325
Utility - Cable TV Billing	2,395	200	196	4
Electricity - General	3,360	280	495	(215
Utility - Refuse Removal	13,650	1,138	222	916
Utility - Water & Sewer	2,100	175	211	(36
Rentals - General	1,000	83	_	83
R&M-Buildings	6,000	500	-	500
R&M-Equipment	31,500	2,625	631	1,994
R&M-Grounds	23,100	1,925	1,745	180
R&M-Irrigation	24,150	2,013	2,023	(10
R&M-Mulch	94,500	7,875	53,533	(45,658)
R&M-Pump Station	20,000	1,667	4,649	(2,982)
R&M-Trees and Trimming	35,000	2,917	-,0.0	2,917
Misc-Employee Meals	6,500	542	-	542
Office Equipment	500	42	-	42
Op Supplies - General	25,000	2,083	1,176	907
	25,000	2,003	1,170	907
	5 000	117		/17
Op Supplies - Uniforms Op Supplies - Fuel, Oil	5,000 20,000	417 1,667	- 1,502	417 165

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Cap Outlay-Machinery and Equip	8,500	708	_	708
Total Landscape Services	1,127,723	93,980	88,924	5,056
<u>Utilities</u>				
Electricity - Streetlights	85,575	7,131	8,354	(1,223)
Utility - Water & Sewer	14,000	1,167	-	1,167
R&M-Lake	48,000	4,000	4,000	
Total Utilities	147,575	12,298	12,354	(56)
Operation & Maintenance				
Payroll-Shared Personnel	351,990	29,333	6,026	23,307
ProfServ-Field Management	304,752	25,396	25,396	-
Training/Staff Development	2,500	208	-	208
Communication - Telephone	1,700	142	-	142
Postage and Freight	450	38	362	(324)
Rentals - General	2,375	198	-	198
Printing and Binding	5,250	438	382	56
Misc-Connection Computer	2,500	208	-	208
Billback Expenses Developer	, -	-	273	(273)
Office Supplies	750	63	-	63
Op Supplies - General	8,000	667	201	466
Total Operation & Maintenance	680,267	56,691	32,640	24,051
Parks and Recreation				
ProfServ-Mgmt Consulting	26,994	2,250	2,250	-
Insurance -Property & Casualty	73,988	6,166	54,531	(48,365)
Total Parks and Recreation	100,982	8,416	56,781	(48,365)
Clubhouse				
Contracts-Misc Labor	3,150	263	-	263
Contracts-Outside Fitness	5,500	458	735	(277)
R&M-Air Conditioning	7,500	625	-	625
R&M-Buildings	5,000	417	-	417
R&M-Equipment	3,000	250	77	173
Special Events	50,000	4,167	2,750	1,417
Cap Outlay-Machinery and Equip	1,500	125	-	125
Cap Outlay-Clubhouse	10,000	833	-	833
Total Clubhouse	85,650	7,138	3,562	3,576
Outline Park				
Swimming Pool	400 570	0.004	740	7.005
Payroll-Salaries	103,570	8,631	746	7,885
Payroll-Hourly	50,097	4,175	2,763	1,412
Payroll-Lifeguards	42,000	3,500	-	3,500
Payroll-Benefits	28,425	2,369	2,517	(148
Payroll-Engineering	71,455	5,955	1,504	4,451
Payroll-Janitor	13,975	1,165	422	743
Payroll-Landscape	15,425	1,285	565	720
Payroll Taxes	16,035	1,336	264	1,072
ProfServ-Info Technology	2,500	208	150	58

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE	VARIANCE (\$) FAV(UNFAV)
Contracts-Landscape	5,000	417	_	417
Travel and Per Diem	200	17	_	17
Communication - Telephone	6,875	573	442	131
Utility - General	55,920	4,660	5,671	(1,011)
Utility - Cable TV Billing	4,410	368	295	73
Utility - Refuse Removal	3,050	254	241	13
R&M-Buildings	15,000	1,250		1,250
R&M-Pools	29,400	2,450	13	2,437
R&M-Vehicles	500	42	-	42
Advertising	500	42	125	(83)
Miscellaneous Services	350	29	-	29
Misc-Employee Meals	4,695	391	-	391
Misc-Training	1,500	125	-	125
Misc-Licenses & Permits	1,100	92	-	92
Office Supplies	3,000	250	107	143
Cleaning Supplies	1,500	125	-	125
Office Equipment	3,000	250	-	250
Snack-Bar Expenses	1,000	83	-	83
Op Supplies - Spa & Paper	1,500	125	-	125
Op Supplies - Uniforms	1,500	125	-	125
Subscriptions and Memberships	7,500	625	542	83
Cap Outlay - Pool Furniture	15,000	1,250	-	1,250
Capital Outlay - Pool	10,000	833	-	833
otal Swimming Pool	515,982	43,000	16,367	26,633
ennis Court	400 500	44.075	4.504	0.044
Payroll-Salaries	136,500	11,375	4,531	6,844
Payroll-Hourly	43,405	3,617	2,055	1,562
Payroll-Benefits	40,445	3,370	2,054	1,316
Payroll-Engineering	53,595	4,466	902	3,564
Payroll-Commission	274,050	22,838	28,859	(6,021)
Payroll Landon and	6,115	510	211	299
Payroll-Landscape	4,925	410	188	222
Payroll Taxes	35,355	2,946	1,293	1,653
ProfServ-Info Technology	2,500	208	-	208
Contracts-Landscape	5,000	417	-	417
Communication - Telephone	2,750	229	298	(69)
Utility - Cable TV Billing	2,585	215	277	(62)
Electricity - General	13,125	1,094	1,058	36
Utility - Refuse Removal	2,585	215	241	(26)
Utility - Water & Sewer	1,575	131	114	17
Rental/Lease - Vehicle/Equip	1,785	149	-	149
R&M-General	7,000	583	209	374
R&M-Court Maintenance	20,000	1,667	-	1,667
R&M-Vandalism	500	42	-	42
Printing and Binding	500	42	-	42
Advertising Mice Francisco Media	500	42	125	(83)
Misc-Employee Meals	2,500	208	-	208

ACCOUNT DESCRIPTION		ANNUAL ADOPTED BUDGET	YE	AR TO DATE	AR TO DATE ACTUAL	RIANCE (\$) V(UNFAV)
Special Events		1,000		83	-	83
Office Supplies		2,500		208	173	35
Office Equipment		5,000		417	-	417
Teaching Supplies		4,000		-	-	-
Op Supplies - Uniforms		500		-	-	-
COS - Start Up Inventory		15,000		2,250	841	1,409
Subscriptions and Memberships		1,775		-	-	-
Cap Outlay-Machinery and Equip		10,000		-	-	-
Total Tennis Court	_	697,070		57,732	43,429	14,303
<u>Reserves</u>						
Reserve - Field		47,250		47,250	-	47,250
Total Reserves		47,250	_	47,250		47,250
TOTAL EXPENDITURES & RESERVES		4,949,421		401,133	319,337	81,796
		.,0 .0,		101,100	0.0,00.	0.,.00
Excess (deficiency) of revenues						
Over (under) expenditures		-		(247,474)	 (50,482)	196,992
Net change in fund balance	\$	-	\$	(247,474)	\$ (50,482)	\$ 196,992
FUND BALANCE, BEGINNING (OCT 1, 2023)		3,424,446		3,424,446	3,424,446	
FUND BALANCE, ENDING	\$	3,424,446	\$	3,176,972	\$ 3,373,964	

Budget Analysis - Significant Variances

					%	
Account Name	Anr	nual Budget	Υ	TD Actual	of Budget	Explanation
Revenues						
Interest-Invesment	\$	50,000	\$	27,902	56%	Interest earned on investment.
Interlocal Agreement - Other	\$	351,990	\$	5,447	2%	Interlocal agreement with Sweetwater Creek CDD for staffing & operations
Tennis Merchandise Sales	\$	25,000	\$	2,360	9%	Tennis merchandise sales revenue through October.
Tennis Lessons & Clinics	\$	300,000	\$	36,496	12%	Tennis lessons revenue through October.
Tennis Ball Machine Rental Fee	\$	6,500	\$	208	3%	Tennis ball machine rental revenue through October.
Tennis Membership	\$	65,000	\$	47,153	73%	Tennis membership revenue.
Other Miscellaneous Revenue	\$	8,500	\$	27,329	322%	Includes: Pinestraw sale, replacement IDs cards, and other miscellaneous revenues.
Impact Fee	\$	286,625	\$	121,261	42%	Impact Fees collected.
<u>Expenditures</u>						
<u>Administrative</u>						
Miscellaneous Services	\$	14,000	\$	1,087	8%	Bank services charges for stop payments and deposit slips.
Other Public Safety R&M-Gate	\$	30,000	\$	11,315	38%	Gate related utilities and repairs.

Budget Analysis - Significant Variances

					%	
Account Name	An	nual Budget	Y	TD Actual	of Budget	Explanation
Landscape Services						
Utility - Water & Sewer	\$	2,100	\$	211	10%	Utlility usage through October.
R&M-Grounds	\$	23,100	\$	1,745	8%	Prepped and laid sod.
Op Supplies-Fuel, Oil	\$	15,000	\$	1,502	10%	Gate fuel charges.
Operation & Maintenance						
ProfServ-Field Management	\$	304,752	\$	25,396	8%	Includes annual bonus paid to onsite manager.

ACCOUNT DESCRIPTION		ANNUAL DOPTED BUDGET	YEAR TO DATE BUDGET		YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)	
REVENUES								
Interest - Investments	\$	-	\$	-	\$	-	\$	-
Special Assmnts- Tax Collector		52,924		-		-		-
Special Assmnts- Discounts		(2,117)		-		-		-
TOTAL REVENUES		50,807		-		-		-
EXPENDITURES								
<u>Administration</u>								
Misc-Assessment Collection Cost		1,058		-		-		-
Total Administration		1,058		-		-		-
TOTAL EXPENDITURES		1,058		-		-		-
Evenes (definionary) of revenues								
Excess (deficiency) of revenues Over (under) expenditures		49,749				_		_
evor (unadr) experiancies		10,7 10						
OTHER FINANCING SOURCES (USES)								
Contribution to (Use of) Fund Balance		49,749		-		-		-
TOTAL FINANCING SOURCES (USES)		49,749		-		-		-
Net change in fund balance	\$	49,749	\$	_	\$	-	\$	-
FUND BALANCE, BEGINNING (OCT 1, 2023)		243,904		-		243,904		
FUND BALANCE, ENDING	\$	293,653	\$	_	\$	243,904		

ACCOUNT DESCRIPTION	P	ANNUAL ADOPTED BUDGET	YE	AR TO DATE BUDGET	YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)	
REVENUES								
Interest - Investments	\$	250	\$	21	\$	13,546	\$	13,525
Special Assmnts- Tax Collector		1,164,552		-		-		-
Special Assmnts- Discounts		(46,582)		-		-		-
TOTAL REVENUES		1,118,220		21		13,546		13,525
EXPENDITURES								
Administration								
Misc-Assessment Collection Cost		23,291		-		-		-
Total Administration		23,291		-		-		-
<u>Debt Service</u>								
Principal Debt Retirement		710,000		-		-		-
Interest Expense		400,250				-		-
Total Debt Service		1,110,250		-		-		-
TOTAL EXPENDITURES		1,133,541		-		-		-
Excess (deficiency) of revenues								
Over (under) expenditures		(15,321)		21		13,546		13,525
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)	\$	21	\$	13,546	\$	13,525
FUND BALANCE, BEGINNING (OCT 1, 2023)		574,588		574,588		574,588		
FUND BALANCE, ENDING	\$	559,267	\$	574,609	\$	588,134		

ACCOUNT DESCRIPTION	Α	ANNUAL DOPTED BUDGET	YEAR TO DATE BUDGET		YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)	
REVENUES								
Interest - Investments	\$	600	\$	50	\$	13,086	\$	13,036
Special Assmnts- Tax Collector		1,019,648		-		-		-
Special Assmnts- Discounts		(40,786)		-		-		-
TOTAL REVENUES		979,462		50		13,086		13,036
EXPENDITURES								
Administration								
Misc-Assessment Collection Cost		20,393		-		-		-
Total Administration		20,393		-		-		-
Debt Service								
Principal Debt Retirement		625,000		-		-		-
Interest Expense		346,250		-		-		-
Total Debt Service		971,250		-		-		-
TOTAL EXPENDITURES		991,643		-		-		-
Excess (deficiency) of revenues Over (under) expenditures		(12,181)		50		13,086		13,036
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)	\$	50	\$	13,086	\$	13,036
FUND BALANCE, BEGINNING (OCT 1, 2023)		786,394		786,394		786,394		
FUND BALANCE, ENDING	\$	774,213	\$	786,444	\$	799,480		

ACCOUNT DESCRIPTION		ANNUAL ADOPTED BUDGET		YEAR TO DATE BUDGET		YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)	
REVENUES									
Interest - Investments	\$	400	\$	40	\$	958	\$	918	
Special Assmnts- Tax Collector		64,640		-		-		-	
Special Assmnts- Discounts		(2,586)		-		-		-	
TOTAL REVENUES		62,454		40		958		918	
EXPENDITURES									
Administration									
Misc-Assessment Collection Cost		1,293		_		-		-	
Total Administration		1,293		-		-			
Debt Service									
Principal Debt Retirement		15,000		_		-		-	
Interest Expense		43,924		_		-		-	
Total Debt Service		58,924		-					
TOTAL EXPENDITURES		60,217		-		-		-	
Excess (deficiency) of revenues Over (under) expenditures		2,237		40		958		918	
OTHER FINANCING SOURCES (USES)									
Contribution to (Use of) Fund Balance		2,237		-		-		-	
TOTAL FINANCING SOURCES (USES)		2,237		-		-		-	
Net change in fund balance	\$	2,237	\$	40	\$	958	\$	918	
FUND BALANCE, BEGINNING (OCT 1, 2023)		79,667		79,667		79,667			
FUND BALANCE, ENDING	\$	81,904	\$	79,707	\$	80,625			

MARSHALL CREEK Community Development District

Supporting Schedules

October 31, 2023

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

							Al	loca	ation by Fun	ds	
Date Received	Net Am Receiv		Discount (Penalties Amount	s)	 llection Cost	Gross Amount	General Fund		2002 Area Capital Reserves	D	ebt Service Funds
Assessment Allocation%	s Levied F	Y 2024				\$ 5,732,257 100%	\$ 3,433,368 60%	\$	52,924 1%	\$	2,245,966 39%
	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-
TOTAL	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-

TOTAL OUTSTANDING	\$ 5,732,257	\$ 3,433,368	\$ 52,924	\$ 2,245,966
% COLLECTED TO DATE	0.00%	0.00%	0.00%	0.00%

Cash and Investment Report October 31, 2023

Account Name	Bank Name	Yield	Balance
GENERAL FUND			
Checking Account - Operating	Truist Bank	0.00%	\$38,469
Checking Account - Operating New = #1, see below:	Bank United	0.00%	\$405,334
Valley National Bank Checking	Valley Bank	0.00%	\$73,259
		Subtotal	\$517,062
Money Market Account	Bank United	5.15%	\$4,221
Goldman Sachs FS Government Fund A (FSOXX)	Valley Bank	5.05%	\$1,138,921
,	•	Subtotal	\$1,143,142
Treasury Bill - 3 Months (maturity date 12/28/2023)	Valley Bank	5.22%	\$1,021,856
Treasury Bill - 6 Months (maturity date 3/28/2024)	Valley Bank	5.30%	\$1,022,197
	·	Subtotal	\$2,044,053
	Subtotal Ge	eneral Fund	\$3,704,257
DEDT SERVICE / CARITAL DRO JECT FLINDS			
DEBT SERVICE / CAPITAL PROJECT FUNDS Series 2002 Prepayment Fund	US Bank	4.67%	\$28,701
Series 2002 Reserve Fund	US Bank	4.67%	\$50,000
Series 2002 Revenue Fund	US Bank	4.67%	\$489,987
Series 2015A Interest Fund	US Bank	4.67%	\$74
Series 2015A Prepayment Fund	US Bank	4.67%	\$4,266
Series 2015A Reserve Fund	US Bank	4.67%	\$479,250
Series 2015A Revenue Fund	US Bank	4.67%	\$298,608
Series 2015A Sinking Fund	US Bank	4.67%	\$234
Series 2016 Interest Fund	US Bank	4.67%	\$9
Series 2016 Prepayment Fund	US Bank	4.67%	\$22
Series 2016 Reserve Fund	US Bank	4.67%	\$31,330
Series 2016 Revenue Fund	US Bank	4.67%	\$48,177
Series 2016 Sinking Fund	US Bank	4.67%	\$6
Subtotal Debt Ser	vice & Capital Pro	oject Funds	\$1,430,663
		Total	¢5 124 020
		i Olai	\$5,134,920

^{1.} Please note Bank United# 0249 is pending bank reconciliation.

Marshall Creek CDD

Bank Reconciliation

Bank Account No. 2195 TRUIST (BB&T) GF (OLD)

 Statement No.
 10-23

 Statement Date
 10/31/2023

G/L Balance (LCY)	38,469.06	Statement Balance	38,469.06
G/L Balance	38,469.06	Outstanding Deposits	0.00
Positive Adjustments	0.00		
_		Subtotal	38,469.06
Subtotal	38,469.06	Outstanding Checks	0.00
Negative Adjustments	0.00	Differences	0.00
_		_	
Ending G/L Balance	38,469.06	Ending Balance	38,469.06

Difference 0.00

Posting Document Document Type Document Description Cleared Amount Difference

Marshall Creek CDD

Bank Reconciliation

Bank Account No. 7771 Valley National GF (NEW)

 Statement No.
 10-23

 Statement Date
 10/6/2023

G/L Balance (LCY)	60,009.99	Statement Balance	60,009.99
G/L Balance	60,009.99	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	60,009.99
Subtotal	60,009.99	Outstanding Checks	0.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	60,009.99	Ending Balance	60,009.99

Difference 0.00

Posting	Document	Document			Cleared	
Date	Type	No.	Description	Amount	Amount	Difference

Marshall Creek CDD

Bank Reconciliation

Bank Account No. 7771 Valley National GF (NEW)

 Statement No.
 10-23A

 Statement Date
 10/31/2023

85,586.80	Statement Balance	73,259.07	G/L Balance (LCY)
0.00	Outstanding Deposits	73,259.07	G/L Balance
		0.00	Positive Adjustments
85,586.80	Subtotal		-
12,327.73	Outstanding Checks	73,259.07	Subtotal
0.00	Differences	0.00	Negative Adjustments
			-
73,259.07	Ending Balance	73,259.07	Ending G/L Balance

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandir	g Checks					
10/31/2023	Payment	1001	ADP, INC.	3,448.91	0.00	3,448.91
10/31/2023	Payment	1002	APRIL RAUSCH	105.00	0.00	105.00
10/31/2023	Payment	1003	DUVAL CONCRETE SERVICES, LLC	5,250.00	0.00	5,250.00
10/31/2023	Payment	1004	FIRSTSERVICE RESIDENTIAL	1,396.00	0.00	1,396.00
10/31/2023	Payment	1005	FLORIDA DEPARTMENT OF ECONOMIC OP	175.00	0.00	175.00
10/31/2023	Payment	1006	MILNER SPORTS, LLC	153.23	0.00	153.23
10/31/2023	Payment	1007	MSC 7511	264.00	0.00	264.00
10/31/2023	Payment	1008	ODP BUSINESS SOLUTIONS, LLC	128.86	0.00	128.86
10/27/2023	Payment	DD711	Payment of Invoice 066299	1,406.73	0.00	1,406.73
Tota	l Outstanding	Checks	12,327.73		12,327.73	

Payroll Invoice Approval Listing

October 31, 2023

Week	Date	Amount
#40	10/06/23	\$44,559.06
#42	10/20/23	\$51,818.64
Total		\$96,377.70

Taxes - Your Responsibility	None This Payroll		
Bank Debits and Other Liability	Adjustments/Prepay/Voids	1,153.84	
	Total Amount Debited From Your Accounts		44,559.0
	ADP Check Acct. No. XXXXXXX249 Tran/ABA XXXXXXXXX	10,479.57	
Other Transfers	ADP Direct Deposit Acct. No. XXXXXX0249 Tran/ABA XXXXXXXXX	25,017.31	
	Total Taxes Debited Acct. No. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	9,062.18	
	School District Tax .00		
	Local income Tax .00		
	Transit Tax - EE .00		
	Workers' Benefit Fund Assessment - ER .00		
	Workers' Benefit Fund Assessment - EE .00		
	State LTCare - EE .00		
	State Medical Leave Insurance Adi - EE		
	State Medical Leave Insurance - ER .00		
	State Medical Leave Insurance - EE00		
	State Family Leave Insurance Adj - EE .00		
	State Family Leave Insurance - EE		V
	State Disability Insurance Adj - EE		//
	State Disability Insurance - ER		7. (
	State Disability Insurance - EE		\mathcal{M}_{i}
	State Unemployment Insurance Adj - EE		. /
	State Unemployment Insurance - ER		
	State Unemployment Insurance - EE		1 :
	State Income Tax ,00		$f = f \cdot f$
	COBRA Premium Assistance Payments .00		1
	Employee Retention Qualified Health Care Credit .00		
	Employee Retention Qualified Payments Credit .00		
	FMLA-PSL Health Care Premium Credit .00		
	FMLA-PSL ER FICA Credit .00		
	FMLA-PSL Payments Credit00		
	Federal Unemployment Tax .00		
	Medicare Surtax Adi - EE00		
	Medicare Surtax - EE00		
	Medicare Adj - EE00		
	Medicare - ER 593.97		
	Medicare - EE 593.95		
	Social Security Adj - EE .00		
	Social Security - ER 2,539.73		
	Social Security - EE 2,539.69		
	Earned Income Credit Advances .00		

Total Liability 44,559.06 45,712.90

Batch : 7479

Quarter Number: 4

Service Center: 030

includes Adjustments that are

45,712.90 your responsibility

Pay Date: 10/06/2023

Current Date: 10/02/2023

Liability Recap

Net Pay	Checks					10,479,57			
ner i uy	Direct Deposits					25,017.31			
	Subtotal Net Pay				35,496.88				
	Adjustments								
	Total Net Pay Liability (Net Cash)						36,650.72		
Taxes			You are respo Depositing thes	nsible for se amounts	Amount deb				
Federal	Agency	Rate	EE withheld	ER contrib.	EE withheld	ER contrib.			
	Federal Income Tax				2,794.84				
	Earned Income Credit Advances								
	Social Security				2,539.69	2,539.73			
	Medicare				593.95	593.97			
	Medicare Surtax								
	Federal Unemployment Tax								
	Subtotal Federal				5,928.48	3,133.70	9,062.18		
	FMLA-PSL Payments Credit								
	FMLA-PSL ER FICA Credit								
	FMLA-PSL Health Care Premium C	redit							
	Employee Retention Qualified Paymo	ents Cre							
	Employee Retention Qualified Health	Care							
	Cobra Premium Assistance Payment	ts							
	Total Federal				5,928.48	3,133.70	9,062.18		
	Total Taxes		.00	.00	5,928.48	3,133.70	9,062.18		
	Amount ADP Debited From Accor	unt XXXXXX	49 Tran/.	ABA XXXXXXXX	α			9,062,18	Excludes Taxes That Are Your Responsibility
Other	ADP Direct Deposit				25,017.31				32 Employee Transactions
Transfers	ADP Check				10,479.57				
	Amount ADP Debited From Acco	unt XXXXXXX02	49 Tran/.	ABA XXXXXXXXX	ox			35,496.88	
Total Amou	unt ADP Debited From Your Accoun	nts						44,559.06	

Company Code: 49Z

Region Name: SOUTHEAST MAJOR ACCOUNTS

Batch: 7479 Quarter Number: 4

Service Center: 030

Period Ending: 10/01/2023

Pay Date: 10/06/2023

Current Date: 10/02/2023

Week 40 Page 2

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Statistical Summary

Company:49Z - Marshal Creek	Co Service Center:0030 SEMA	Status:Under Review
Week#:42	Pay Date:10/20/2023	P/E Date:10/15/2023
Otr/Vaar: 4/2022	Dun Time/Detect14:12:16 AM EDT 10/16/2022	

Federal Income Ta> Earned Income Credit Advances Social Security - EE Social Security - ER Social Security - Adj - EE Medicare - EE Medicare - ER	4,205.56 0.00 2,987.29 2,987.25 0.00 698.67					
Social Security - EE Social Security - ER Social Security Adj - EE Medicare - EE Medicare - ER	2,987.29 2,987.25 0.00					
Social Security - ER Social Security Adj - EE Medicare - EE Medicare - ER	2,987.25 0.00					
Social Security Adj - EE Medicare - EE Medicare - ER	0.00					
Medicare - EE Medicare - ER						
Medicare - ER	608 67					
	698.63					
Medicare Adj - EE	0.00					
Medicare Surtax - EE	0.00					
Medicare Surtax Adj - EE	0.00					
Federal Unemployment Tax	0.00					
FMLA-PSL Payments Credit	0.00					
FMLA-PSL ER FICA Credit	0.00					
FMLA-PSL Health Care Premium Credit	0.00					
Employee Retention Qualified Payments Credit	0.00					
	0.00					
	0.00					
<u> </u>						
	0.00	44 577 40				
	A007000F04			T-4-11 (-1:02		
<u>'</u>	A201090594	30,282.87		lotal Liability	E4 040 C	
		0.00	51,618.64		51,818.6	
		0.00			51,818.6	
	Medicare Surtax Adj - EE Federal Unemployment Tax FMLA-PSL Payments Credit FMLA-PSL ER FICA Credit FMLA-PSL Health Care Premium Credit Employee Retention Qualified Payments Credit Employee Retention Qualified Health Care Credit COBRA Premium Assistance Payments State Income Tax Non Resident State Income Tax State Unemployment Insurance - EE State Unemployment Insurance Adj - EE State Disability Insurance Adj - EE State Disability Insurance Adj - EE State Emmily Leave Insurance - EE State Family Leave Insurance - EE State Family Leave Insurance - ER State Family Leave Insurance - EE State Medical Leave Insurance - EE State Medical Leave Insurance - EE State Cares Fund - EE Transit Tax - EE Workers' Benefit Fund Assessment - ER Local Income Tax School District Tax Total Taxes Debited ADP Check Acct. No.9855210249Tran/ABA267090594	Medicare Surtax - EE 0.00 Medicare Surtax Adj - EE 0.00 Federal Unemployment Tax 0.00 FMLA-PSL Payments Credit 0.00 FMLA-PSL ER FICA Credit 0.00 FMLA-PSL Health Care Premium Credit 0.00 Employee Retention Qualified Payments Credit 0.00 Employee Retention Qualified Health Care Credit 0.00 COBRA Premium Assistance Payments 0.00 State Income Tax 0.00 Non Resident State Income Tax 0.00 State Unemployment Insurance - EE 0.00 State Unemployment Insurance - EE 0.00 State Disability Insurance - EE 0.00 State Disability Insurance - EE 0.00 State Unemployment/Disability Ins - ER 0.00 State Family Leave Insurance - EE 0.00 State Family Leave Insurance - ER 0.00 State Family Leave Insurance - EE 0.00 State Medical Leave Insurance - ER 0.00 State Medical Leave Insurance - EE 0.00 State Medical Leave Insurance - ER 0.00 State Cares Fund - EE	Medicare Surtax - EE 0.00 Medicare Surtax Adj - EE 0.00 Federal Unemployment Tax 0.00 FMLA-PSL Payments Credit 0.00 FMLA-PSL ER FICA Credit 0.00 FMLA-PSL Health Care Premium Credit 0.00 Employee Retention Qualified Payments Credit 0.00 Employee Retention Qualified Health Care Credit 0.00 COBRA Premium Assistance Payments 0.00 State Income Tax 0.00 Non Resident State Income Tax 0.00 State Unemployment Insurance - EE 0.00 State Disability Insurance Adj - EE 0.00 State Disability Insurance Adj - EE 0.00 State Disability Insurance Adj - EE 0.00 State Family Leave Insurance - EE 0.00 State Family Leave Insurance - EE 0.00 State Family Leave Insurance - EE 0.00 State Medical Leave Insurance - EE 0.00 State Medical Leave Insurance - ER 0.00 State Medical Leave Insurance - ER 0.00 State Medical Leave Insurance - ER 0.00 State Medical Leave Insurance - E	Medicare Surtax - EE 0.00 Medicare Surtax Adj - EE 0.00 Federal Unemployment Tax 0.00 FMLA-PSL Payments Credit 0.00 FMLA-PSL Factoredit 0.00 FMLA-PSL Health Care Premium Credit 0.00 Employee Retention Qualified Payments Credit 0.00 Employee Retention Qualified Health Care Credit 0.00 COBRA Premium Assistance Payments 0.00 State Income Tax 0.00 Non Resident State Income Tax 0.00 State Unemployment Insurance - EE 0.00 State Disability Insurance - EE 0.00 State Disability Insurance - EE 0.00 State Family Leave Insurance - EE 0.00 State Family Leave Insurance - ER 0.00 State Family Leave Insurance - ER 0.00 State Medical Leave Insurance - ER 0.00 State Medical Leave Insurance Adj - EE 0.00 State Medical Leave Insurance Adj - E 0.00 State Medical Leave Insurance Adj - E 0.00 State Medical Leave Insurance Adj - E 0.00 Workers' Benefit Fund Assessment	Medicare Surtax - EE 0.00 Medicare Surtax Adj - EE 0.00 Federal Unemployment Tax 0.00 FMLA-PSL Payments Credit 0.00 FMLA-PSL Health Care Premium Credit 0.00 Employee Retention Qualified Payments Credit 0.00 Employee Retention Qualified Health Care Credit 0.00 COBRA Premium Assistance Payments 0.00 State Income Tax 0.00 Non Resident State Income Tax 0.00 State Unemployment Insurance - EE 0.00 State Disability Insurance Adj - EE 0.00 State Disability Insurance - EE 0.00 State Family Leave Insurance - ER 0.00 State Family Leave Insurance - ER 0.00 State Family Leave Insurance - ER 0.00 State Medical Leave Insurance - ER 0.00 State Medical Leave Insurance - ER 0.00 State Medical Leave Insurance - EB 0.00 State Orden Insurance - ER 0.00 State Orden Insurance - ER 0.00 State Medical Leave Insurance - EB 0.00 State Medical Leave Insurance - EB 0.00 State Orden Insurance - EB	

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MARSHALL CREEK Community Development District

Check Register

10/01/2023 - 10/31/2023

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENE	RAL FU	JND - 00	<u>)1</u>					
001	1001			644052066	BILLING PERIOD ENDING 9/3 AND 9/17/2023	BILLING PERIOD ending 9/3 & 9/17/23	512010-53902	\$229.78
001	1001			644052066	BILLING PERIOD ENDING 9/3 AND 9/17/2023	BILLING PERIOD ending 9/3 & 9/17/23	512010-57205	\$229.77
001	1001			644052066	BILLING PERIOD ENDING 9/3 AND 9/17/2023	BILLING PERIOD ending 9/3 & 9/17/23	512010-57206	\$147.71
001 001	1001 1001			644052066 644052066	BILLING PERIOD ENDING 9/3 AND 9/17/2023 BILLING PERIOD ENDING 9/3 AND 9/17/2023	BILLING PERIOD ending 9/3 & 9/17/23 BILLING PERIOD ending 9/3 & 9/17/23	512010-52901 512010-53901	\$41.03 \$41.04
001	1001			641931344	BILLING PERIOD 8/20 AND 9/3/2023	BILLING PERIOD 8/20 & 9/3	512010-53901	\$268.11
001	1001			641931344	BILLING PERIOD 8/20 AND 9/3/2023	BILLING PERIOD 8/20 & 9/3	512010-57205	\$417.06
001	1001			641931344	BILLING PERIOD 8/20 AND 9/3/2023	BILLING PERIOD 8/20 & 9/3	512010-57206	\$178.74
001	1001	10/31/23	ADP, INC.	641931344	BILLING PERIOD 8/20 AND 9/3/2023	BILLING PERIOD 8/4-8/11/2023	512010-52901	\$59.58
001	1001			641931344	BILLING PERIOD 8/20 AND 9/3/2023	BILLING PERIOD 8/20 & 9/3	511001-51301	\$49.65
001	1001			641931344	BILLING PERIOD 8/20 AND 9/3/2023	BILLING PERIOD 8/20 & 9/3	512010-53901	\$59.69
001	1001			644051931	BILLING PERIOD ENDING 9/11/2023	Payroll-Benefits	512010-51301	\$12.32
001	1001			644051931	BILLING PERIOD ENDING 9/11/2023	Payroll-Benefits	512010-53902	\$246.37
001 001	1001 1001			644051931 644051931	BILLING PERIOD ENDING 9/11/2023 BILLING PERIOD ENDING 9/11/2023	Payroll-Benefits Payroll-Benefits	512010-57205 512010-57206	\$439.91 \$163.42
001	1001			644051931	BILLING PERIOD ENDING 9/11/2023	Payroll-Benefits	512010-57200	\$24.63
001	1001			641931745	BILLING PERIOD ENDING 8/7/2023	Payroll-Benefits	512010-52301	\$11.67
001	1001			641931745	BILLING PERIOD ENDING 8/7/2023	BILLING PERIOD 8/7/2023	512010-53902	\$233.44
001	1001	10/31/23	ADP, INC.	641931745	BILLING PERIOD ENDING 8/7/2023	Payroll-Benefits	512010-57205	\$416.81
001	1001			641931745	BILLING PERIOD ENDING 8/7/2023	Payroll-Benefits	512010-57206	\$154.84
001	1001			641931745	BILLING PERIOD ENDING 8/7/2023	Payroll-Benefits	512010-52901	\$23.34
001	1002			102523	LES MILLS 10/23, 10/25/2023	Les Mills 10/23, 10/25	534111-57202	\$105.00
001 001	1003 1004			1515 10908236	FORM AND POUR 10 SECTIONS OF NEW SIDEWALK 8/1/2023 ONSITE STAFF MEDICAL INSURANCE	R&M-Boardwalks Belynda Tharpe	546009-53901 531016-53910	\$5,250.00 \$1,396.00
001	1004		FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY		FY 23-24 DISTRICT FILING FEE	FY 2023-2024 DISTRICT FILING FEE	554007-51301	\$175.00
001	1006			INV-014190	SUNGLASSES	COS - Start Up Inventory	552143-57206	\$153.23
001	1007			INV6602323	BILLING PERIOD 9/26-10/25/2023	9/26-10/25/2023	551002-53902	\$43.99
001	1007			INV6602323	BILLING PERIOD 9/26-10/25/2023	9/26-10/25/2023	547001-53910	\$132.03
001	1007			INV6602323	BILLING PERIOD 9/26-10/25/2023	9/26-10/25/2023	551002-57205	\$43.99
001 001	1007 1008			INV6602323	BILLING PERIOD 9/26-10/25/2023	9/26-10/25/2023	551002-57206	\$43.99 \$113.70
001	1008		· · · · · · · · · · · · · · · · · · ·	332916179001 332913414001	OFFICE SUPPLIES OFFICE SUPPLIES	Office Supplies Office Supplies	551002-57206 551002-57206	\$113.70
001	16215			092723	REPLENISH FUNDS BANK UNITED GF	Cash with Fiscal Agent	103000	\$94,484.00
001	4599			413613	10/1-10/31/2023 MANAGEMENT FEE	10/1-10/31/2023 - Management Fee	531016-53910	\$25,396.00
001	4600	10/03/23	TURNER ACE ST. AUGUSTINE, INC	12852 /3	TANK REFIL	TANK REFUL	546081-53901	\$29.22
001	4600			12852 /3	TANK REFIL	TANK REFUL	552001-53910	\$9.73
001	4600			12876 /3	SLIDE REPAIR	R&M-Pools	546074-57205	\$61.56
001	4601	10/04/23		428774	9/2023 COVERAGE PERIOD	Payroll-Benefits	512010-57205	\$51.60
001 001	4601 4601	10/04/23 10/04/23		428774 428774	9/2023 COVERAGE PERIOD 9/2023 COVERAGE PERIOD	Payroll-Benefits Payroll-Benefits	512010-57206 512010-53902	\$37.44 \$80.64
001	4602			09262023	TAI CHI 9/26/2023	Tai Chi 9/26/23	512010-53902	\$35.00
001	4602			09182023	TAI CHI 9/19/2023	Tai Chi 9/19/23	512011-53910	\$35.00
001	4603			101905	Reimbursable Exp - 08-2023	Postage and Freight	541006-51301	\$55.44
001	4603	10/04/23	INFRAMARK, LLC	101905	Reimbursable Exp - 08-2023	Printing and Binding	547001-51301	\$92.55
001	4604			4463	TREE SERVICE	TREE TRIMMING	546099-53902	\$1,800.00
001	4605			092623	FALL FESTIVAL DJ DEPOSIT	Special Events	549052-57202	\$500.00
001	4606 4607			09242023 09272023	9/18-9/24/2023 FITNESS CLASSES	9/18-9/24 FITNESS CLASSES	512011-53910	\$225.00 \$35.00
001 001	4607			156730203	AQUA AEROBICS 9/27/2023 OPS SUPPLIES GENERA, IRRIGATION	Aqua Aerobics 9.27.23 Ops Supplies Genera;	534111-57202 552001-53902	\$35.00 \$82.57
001	4608			156730203	OPS SUPPLIES GENERA, IRRIGATION	Irrigation	546041-53902	\$220.92
001	4609			09222023-5773	ROADS AND ALLEYWAYS	Roads & Alleyways	546081-53901	\$8,485.00
001	4610			092723	LES MILLS 9/25, 9/27/2023	Les Mills 9/25, 9/27	534111-57202	\$105.00
001	4611			092923	CARDIO STEP, BODY PUMP 9.29.2023	Cardio Step , Body Pump 9.29.23	534111-57202	\$70.00
001	4612			100223	PICKLEBALL/CLINICS LESSONS	PICKLEBALL CLINICS/LESSONS	512040-57206	\$224.00
001	4613			100123	CLASSES 9/25-9/28/2023	Classes 9/25-9/28	512011-53910	\$160.00
001	4614 4615			41-26995 GP09272023	MISC CLEANING SUPPLIES ROVING PATROL 9/27-9/28/2023	R&M-General Roving Patrol 9.27, 9.28.23	546001-57206 534099-52901	\$217.87 \$385.00
004		10/05/23	GAN I FERINA					
001 001		10/05/23	JANA MCDANAI D	100223	TENNIS I ESSONS/CLINICS	Payroll-Commission	512040-57206	S2 261 25
001 001 001	4616 4617			100223 1597	TENNIS LESSONS/CLINICS 10/2023 MONTHLY AQUATIC WEED CONTROL	Payroll-Commission R&M-Lake	512040-57206 546042-53903	\$2,261.25 \$4,000.00

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	4618		LAURA CORREA	100223	ZUMBA 9/21-9/30/23	Zumba 9/21-9/30	512011-53910	\$70.00
001	4619	10/05/23	LEAF CAPITAL FUNDING LLC	15395224	BADGE SOFTWARE 10/2023	Subscriptions and Memberships	554001-57205	\$542.32
001	4620	10/05/23	MYRON GRUNBERG	100223	TENNIS LESSONS CLINICS	Payroll-Commission	512040-57206	\$1,166.25
001	4621	10/05/23	PUBLIC RISK INSURANCE AGENCY	13707098	POLICY# PK FL1 0064954 22-14 10/1-10/1/2023	Policy #PK FL1 0064954 22-14 10/01/2022-10/01/2023	545002-51301	\$1,978.00
001	4622	10/05/23	SITEONE LANDSCAPE	135091537-001	PVC SOCKETS, COUPLINGS, CHEMICALS	pvc sockets, couplings	546041-53902	\$32.60
001	4622	10/05/23	SITEONE LANDSCAPE	135091537-001	PVC SOCKETS, COUPLINGS, CHEMICALS	chemicals	546037-53902	\$278.54
001	4623	10/05/23	TIFFANY CUNNINGHAM	100123	CARDIO X TRAINING 9/2023	CARDIO X TRAINING Sept 2023	512011-53910	\$280.00
001	4624	10/05/23	TURNER ACE ST. AUGUSTINE, INC	13146 /3	PLANT TENNIS BUILDINGS	Plants-tennis building	546001-57206	\$55.90
001	4625	10/05/23	WELCH TENNIS COURTS, INC.	73577	BLACK WINDSCREEN VENTS	R&M-Court Maintenance	546017-57206	\$1,647.70
001	4626	10/05/23	WILLIAMS' PLANT NURSERY	135746	50 BALES PINE STRAW, 6 COONTIE PALMS	50 bales pine straw, 6 coontie palms 7 G	563023-53902	\$457.00
001	4627	10/13/23	CA FLORIDA HOLDINGS, LLC	0005816806	NOTICE OF MEETING, NOTICE OF RULE	Legal Advertising	548002-51301	\$535.84
001	4628	10/13/23	JIM SMELAND	100223	MILEAGE REIM & CELLPHONE REIMB	mileage reim	552001-53902	\$19.65
001	4628	10/13/23	JIM SMELAND	100223	MILEAGE REIM & CELLPHONE REIMB	Cell- August 2023	552001-53902	\$50.00
001	4629	10/13/23	LINA HERMEZ	011023	9/25-10/1 FITNESS CLASSES	Payroll-Shared Personnel	512011-53910	\$225.00
001	4630	10/13/23	PREFERRED GOVERNMENTAL	65826	9/26-9/26/24 1ST QTR PAY	09/26/2023-09/26/2024-1st qtr pay	512010-53902	\$1,736.17
001	4630	10/13/23	PREFERRED GOVERNMENTAL	65826	9/26-9/26/24 1ST QTR PAY	09/26/2023-09/26/2024-1st qtr pay	512010-57205	\$3,162.18
001	4630	10/13/23	PREFERRED GOVERNMENTAL	65826	9/26-9/26/24 1ST QTR PAY	09/26/2023-09/26/2024-1st qtr pay	512010-57206	\$1,271.12
001	4630	10/13/23	PREFERRED GOVERNMENTAL	65826	9/26-9/26/24 1ST QTR PAY	09/26/2023-09/26/2024-1st qtr pay	512010-52901	\$155.02
001	4630	10/13/23	PREFERRED GOVERNMENTAL	65826	9/26-9/26/24 1ST QTR PAY	09/26/2023-09/26/2024-1st gtr pay	512010-53901	\$124.01
001	4631	10/13/23	SANFORD & SON AUTO PARTS INC	810067	LOCK NUT	Lock Nuts	546022-53902	\$18.99
001	4632	10/13/23	SITEONE LANDSCAPE	134905457-001	IRRIGATION SUPPLIES	R&M-Irrigation	546041-53902	\$66.30
001	4632	10/13/23	SITEONE LANDSCAPE	135045435-001	ACCR EXPANSION MODULE	R&M-Irrigation	546041-53902	\$1,406.39
001	4632	10/13/23	SITEONE LANDSCAPE	CM135158048-001	RETURN CREDIT	RETURN CREDIT	546041-53902	(\$1,396.34)
001	4633		TURNER HARDWARE BEACHES, INC	244363/2	REPLACEMENT CLOCK	R&M-Buildings	546012-57205	\$28.99
001	4634	10/13/23	WESCO TURF SUPPLY INC.	41165471	MISC SUPPLIES	R&M-Equipment	546022-53902	\$129.15
001	4634	10/13/23	WESCO TURF SUPPLY INC.	41165678	MISC SUPPLIES	R&M-Equipment	546022-53902	\$195.54
001	4635	10/16/23	APRIL RAUSCH	100423	LES MILLS 10/2, 10/4/2023	Les Mills 10/2, 10/4	534111-57202	\$105.00
001	4636	10/16/23	CINTAS CORP	8406442397	REPLENISH FIRST AID CABINET	Office Supplies	551002-57205	\$182.76
001	4637	10/16/23	CLUBSYSTEMS GROUP	SUP7135246	3RD QTR SUPPORT	ProfServ-Info Technology	531020-57206	\$1,507.67
001	4637	10/16/23	CLUBSYSTEMS GROUP	SUP7135246	3RD QTR SUPPORT	Misc-Connection Computer	549016-53910	\$316.97
001	4638		COSTANZO, MARILYN	100123	TAI CHI 9/12/2023	Tai Chi 9/12/23	512011-53910	\$35.00
001	4639	10/16/23	DEBOW'S APPLIANCE SERVICE	091923	ICE MACHINE RENTAL 9/2023	September 2023 RENTAL	544003-57206	\$132.08
001	4640	10/16/23	FLORIDA JANITOR & PAPER SUPPLY	364974	MAINT BUILDING SUPPLIES	Op Supplies - General	552001-53902	\$514.80
001	4641	10/16/23	HEAD PENN/ RACQUET SPORTS	5193604886	TEACHING BALLS	Teaching Supplies	551009-57206	\$779.53
001	4642		JIM SMELAND	09012023	9/2023 MILEAGE REIMB AND CELL PHONE	mileage reim	552001-53902	\$65.40
001	4642		JIM SMELAND	09012023	9/2023 MILEAGE REIMB AND CELL PHONE	Cell- Sept 2023	552001-53902	\$50.00
001	4643		NEIGHBORHOOD PUBLICATIONS	MCCDD0656	WEBSITE MAINT 10/2023	Printing and Binding	547001-53910	\$250.00
001	4643		NEIGHBORHOOD PUBLICATIONS	MCCDD0656	WEBSITE MAINT 10/2023	Advertising	548001-57205	\$125.00
001	4643		NEIGHBORHOOD PUBLICATIONS	MCCDD0656	WEBSITE MAINT 10/2023	Advertising	548001-57206	\$125.00
001	4644	10/16/23	PUBLIC RISK INSURANCE AGENCY	13771129	POLICY #PK FL1 0064954 22-14 10/1/2023-10/1/24	Policy #PK FL1 0064954 22-14 10/01/2023-10/01/2024	545002-51301	\$72,103.00
001	4645		SANFORD & SON AUTO PARTS INC	811455	EQUIPMENT FUEL AND OIL	Equipment	546022-53902	\$78.38
001	4645	10/16/23	SANFORD & SON AUTO PARTS INC	811455	EQUIPMENT FUEL AND OIL	Fuel & Oil	552030-53902	\$47.97
001	4646		ST. JOHN'S SALES & SERVICE	58193	EQUIPMENT SUPPLIES	R&M-Equipment	546022-53902	\$984.90
001	4647		TONY MASTERS	8547317842	8/2023 REIMB CELL PHONE	Cell- August 2023	552001-53902	\$30.00
001	4648		AMY SUE LONG	092823	9/27 YOGA, 9/29 GENTLE YOGA	Payroll-Shared Personnel	512011-53910	\$70.00
001	4648		AMY SUE LONG	100123	10/4 YOGA, 10/6 GENTLE YOGA	Payroll-Shared Personnel	512011-53910	\$70.00
001	4649		APRIL RAUSCH	CREEK-101123	LES MILLS 10/9, 10/11/2023	Les Mills 10/9, 10/11	534111-57202	\$105.00
001	4650		BETH BREEDING, LLC	604	IMPACT FEE	Impact Fee	369950	\$5,694.27
001	4651		COSTANZO, MARILYN	092823	TAI CHI 9/28/2023	Tai Chi 9/28/23	512011-53910	\$35.00
001	4652		CRISPIN ZINSMEISTER	100123	CARDIO STEP 9/27/2023	Cardio Step 9/27	512011-53910	\$35.00
001	4653		DANIELLE EVA LEOMBRUNO	0823	MUSIC AUGUST EVENTS	Music - August Events	549052-57202	\$720.00
001	4654		DARCY MILLER	101625	PICKLEBALL CLINICS/LESSONS	Payroll-Commission	512040-57206	\$292.00
001	4655		DOWNEY'S JANITORIAL SUPPLIES	41-27108	JANITORIAL SUPPLIES	R&M-General	546001-57206	\$173.64
001	4656		ELIANA ROQUE	092723	9/5 & 9/6/2023 CLASSES	9/5 & 9/6/23 classes	512011-53910	\$160.00
001	4656		ELIANA ROQUE	100123	10/4/2023 SENIOR STRENGTH	10/4 Senior strength	512011-53910	\$40.00
001	4657		FIRSTSERVICE RESIDENTIAL	10906847	BONUS 2023 FOR ONSITE FSR STAFF	48 hours each	531016-53910	\$4,000.00
001	4658		FLORIDA TRANSCOR, INC	ORD0024428	WHITE PAINT, PATCH REPAIR, YELLOW PAINT	R&M-Roads & Alleyways	546081-53901	\$1,171.80
001	4659	10/23/23		10.10.2023 CHECK	SERVICE FOR 9/9-10/10/2023	9/9/23-10/10/23	543001-57205	\$2,219.22
001	4660		GRAINGER	9851692740	REPLACEMENT FAN FOUNTAIN REPAIR	Replacement Fan-Fountain Repair	546032-53901	\$84.99
001	4661		HIDDEN EYES LLC	733017	ENVERA 11/1-11/30/2023	Envera 11/1/23-11/30/23	534037-52901	\$10.477.42
001	4662		INTEGRATED ACCESS SOLUTIONS LLC	0004091	GATE REPAIRS	R&M-Gate	546034-52901	\$10,477.42
001	4663		JANA MCDANALD	101623	TENNIS LESSONS/CLINICS	Payroll-Commission	512040-57206	\$4,659.75
001	4664		LAKE AND POND REMEDIATION, INC	1550	9/2023 MONTHLY AQUATIC WEED CONTROL	R&M-Lake	546042-53903	\$4,000.00
001	4004	10/23/23	LAKE AND FOND REWEDIATION, INC	1000	3/2023 INDIVIDET AQUATIC WEED CONTROL	I/QIVI-Lake	340042-33903	φ 4 ,υυ0.υ

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	4665	10/23/23	LAURA CORREA	093023	ZUMBA 9/28, 9/30/2023	Zumba 9/28, 9/30	512011-53910	\$70.00
001	4665		LAURA CORREA	101623	AQUA ZUMBA 10/3, 10/5, 10/10/2023	Aqua Zumba 10/3, 10/5, 10/10	534111-57202	\$105.00
001	4665		LAURA CORREA	100223 A	ZUMBA 10/5, 10/7/2023	Zumba 10/5, 10/7	512011-53910	\$70.00
001	4666		LETOSHA GREENE	GL09302023	OFF DUTY ROVING PATROL 9/30/2023	9/30/23	534099-52901	\$220.00
001 001	4667 4668		LINA HERMEZ MCMASTER-CARR SUPPLY CO.	08102023 15988207	10/2-10/8/2023 FITNESS CLASSES MAINT SUPPLIES	10/2-10/8 FITNESS CLASSES	512011-53910 546085-53901	\$225.00 \$19.60
001	4669		MYRON GRUNBERG	101623	TENNIS LESSONS CLINICS	R&M-Signage Payroll-Commission	512040-57206	\$3,627.00
001	4670		ODP BUSINESS SOLUTIONS, LLC	331859461001	OFFICE SUPPLIES	Office Supplies	551002-57206	\$98.25
001	4671		PATRICIA SCOTT	100123	AQUA AEROBICS 9/30-10/14/2023	Aqua Aerobics 9/30-10/14	534111-57202	\$175.00
001	4672		QUADIENT FINANCE USA, INC	10162023	FINAL PAYMENT ON ACCOUNT	Postage and Freight	541006-53910	\$361.94
001	4673	10/23/23	RALPH R PAPOVITCH	RP09292023	OFF DUTY ROVING PATROL 9/29/2023	9/29/23 patrol	534099-52901	\$220.00
001	4674		RON CULLUM	10132023	TAI CHI 10/3, 10/5/2023	Tai Chi 10/3, 10/5	512011-53910	\$70.00
001	4675		SANFORD & SON AUTO PARTS INC	812425	LANDSCAPE PARTS	R&M-Equipment	546022-53902	\$135.02
001 001	4676 4677		Singer Capital Investments LLC SITEONE LANDSCAPE	279913 135467752-001	UNIFORM ITEMS FOR SALE	COS - Start Up Inventory	552143-57206 546041-53902	\$998.12 \$185.15
001	4677		SITEONE LANDSCAPE	135428402-001	LANDSCPE IRRIGATION SUPPLIES IRRIGATION SUPPLIES	landscape irrigation suppliles R&M-Irrigation	546041-53902	\$185.15 \$358.51
001	4678		TAYLOR RENTAL CENTER	255768	STUMP GRINDER	R&M-Sidewalks	546084-53901	\$221.66
001	4679		TURNER ACE ST. AUGUSTINE, INC	13185 /3	OPS SUPPLIES, POOLS	Ops Supplies	552001-53910	\$4.59
001	4679		TURNER ACE ST. AUGUSTINE, INC	13185 /3	OPS SUPPLIES, POOLS	Pools	546074-57205	\$12.72
001	4680	10/23/23	UHS PREMIIUM BILLING	064919997716	COVERAGE PERIOD 11/1-11/30/2023	11/1/23-11/30/23	155000	\$7,217.90
001	4681		UNUM LIFE INSURANCE	CREEK-101623	COVERAGE PERIOD 10/1-10/31/2023	10/01/2023-10/31/2023	512010-53902	\$199.29
001	4681		UNUM LIFE INSURANCE	CREEK-101623	COVERAGE PERIOD 10/1-10/31/2023	10/01/2023-10/31/2023	512010-57205	\$41.81
001	4681		UNUM LIFE INSURANCE	CREEK-101623	COVERAGE PERIOD 10/1-10/31/2023	10/01/2023-10/31/2023	512010-57206	\$63.76
001 001	4681 4681		UNUM LIFE INSURANCE UNUM LIFE INSURANCE	CREEK-101623	COVERAGE PERIOD 10/1-10/31/2023	10/01/2023-10/31/2023	512010-53901	\$33.33
001	4682	10/23/23		CREEK-101623 8-281-47919	COVERAGE PERIOD 10/1-10/31/2023 SERVICE FOR 9/29-10/4/2023	10/01/2023-10/31/2023 postage	512010-52901 541006-51301	\$11.11 \$42.49
001	4683		HOME DEPOT CREDIT SERVICES	7443738	PURCHASES FOR 10/2-10/10/2023	R&M-Roads & Alleyways	546081-53901	\$191.76
001	4683		HOME DEPOT CREDIT SERVICES	7443738	PURCHASES FOR 10/2-10/10/2023	Op Supplies - General	552001-53910	\$196.76
001	4683	10/24/23	HOME DEPOT CREDIT SERVICES	7443738	PURCHASES FOR 10/2-10/10/2023	R&M-Irrigation	546041-53902	\$19.32
001	4683		HOME DEPOT CREDIT SERVICES	7443738	PURCHASES FOR 10/2-10/10/2023	R&M-General	546001-57206	\$35.63
001	4683		HOME DEPOT CREDIT SERVICES	7443738	PURCHASES FOR 10/2-10/10/2023	R&M-Sidewalks	546084-53901	\$1,899.00
001	4684		PARTRIDGE WELL DRILLING CO., I	125072	PUMP STATION SUPPLIES	R&M-Pump Station	546075-53902	\$4,649.30
001 001	4685 4686		PRINCIPAL LIFE INSURANCE COMPANY SITEONE LANDSCAPE	10172023-10001 135581284-001	ACCT# 1174630-10001 11/1-11/30/2023 MISC IRRIGATION SUPPLIES	11/1/23-11/30/23	155000	\$814.48
001	4686		STEVEN RAUSCH II	101623	LES MILLS 10/7, 10/14/2023	Irrigation Supplies Les Mills 10/7, 10/14	546041-53902 534111-57202	\$1,417.67 \$70.00
001	4688		UNIFIRST FIRST AID CORP	B028857	REPLENISH FIRST AID KIT	Op Supplies - General	552001-53902	\$106.53
001	4689		UNUM LIFE INSURANCE	09132023	COVERAGE PERIOD 5/1-5/31/2023	9/1-9/30/2023	512010-53902	\$217.29
001	4689		UNUM LIFE INSURANCE	09132023	COVERAGE PERIOD 5/1-5/31/2023	9/1-9/30/2023	512010-57205	\$68.31
001	4689		UNUM LIFE INSURANCE	09132023	COVERAGE PERIOD 5/1-5/31/2023	9/1-9/30/2023	512010-57206	\$63.76
001	4689		UNUM LIFE INSURANCE	09132023	COVERAGE PERIOD 5/1-5/31/2023	9/1-9/30/2023	512010-52901	\$15.81
001	4689		UNUM LIFE INSURANCE	09132023	COVERAGE PERIOD 5/1-5/31/2023	9/1-9/30/2023	512010-53901	\$47.44
001	4690		KUTAK ROCK LLP	3294886	GENERAL COUNSEL 09/2023	ProfServ-Legal Services	531023-51401	\$11,665.18
001	4691 4692		PROSSER	51148 813508	GEN ENGINEERING SERVICES SEP 2023 LANDSCAPE PARTS	ProfServ-Engineering	531013-51501	\$5,558.35 \$92.92
001 001	4692 4696		SANFORD & SON AUTO PARTS INC SUN LIFE FINANCIAL	916864-08172020	COVERAGE PERIOD 9/1-9/30/2020	R&M-Equipment Vol Life Insurance 09/01/2020-09/30/2020	546022-53902 512010-53902	\$92.92 \$31.89
001	4696		SUN LIFE FINANCIAL	916864-08172020	COVERAGE PERIOD 9/1-9/30/2020	Vol Life Insurance 09/01/2020-09/30/2020 Vol Life Insurance 09/01/2020-09/30/2020	512010-53902	\$10.20
001	4696		SUN LIFE FINANCIAL	916864-08172020	COVERAGE PERIOD 9/1-9/30/2020	Vol Life Insurance 09/01/2020-09/30/2020	512010-52901	\$3.38
001	4696		SUN LIFE FINANCIAL	916864-08172020	COVERAGE PERIOD 9/1-9/30/2020	Vol Life Insurance 09/01/2020-09/30/2020	512010-53901	\$3.38
001	4696		SUN LIFE FINANCIAL	916864-07162020	COVERAGE PERIOD 8/1-8/31/2020	Vol Life insurance 08/01/2020-08/31/2020	512010-53902	\$31.89
001	4696		SUN LIFE FINANCIAL	916864-07162020	COVERAGE PERIOD 8/1-8/31/2020	Vol Life insurance 08/01/2020-08/31/2020	512010-57205	\$10.20
001	4696		SUN LIFE FINANCIAL	916864-07162020	COVERAGE PERIOD 8/1-8/31/2020	Vol Life insurance 08/01/2020-08/31/2020	512010-52901	\$3.38
001	4696		SUN LIFE FINANCIAL	916864-07162020	COVERAGE PERIOD 8/1-8/31/2020	Vol Life insurance 08/01/2020-08/31/2020	512010-53901	\$3.38
001 001	4696 4696		SUN LIFE FINANCIAL SUN LIFE FINANCIAL	16864-07012020	COVERAGE PERIOD 7/1-7/31/2020	Vol Life Insurance 07/01/2020-07/31/2020	512010-53902 512010-57205	\$31.89 \$10.20
001	4696 4696		SUN LIFE FINANCIAL SUN LIFE FINANCIAL	16864-07012020 16864-07012020	COVERAGE PERIOD 7/1-7/31/2020 COVERAGE PERIOD 7/1-7/31/2020	Vol Life Insurance 07/01/2020-07/31/2020 Vol Life Insurance 07/01/2020-07/31/2020	512010-57205	\$10.20
001	4696		SUN LIFE FINANCIAL	16864-07012020	COVERAGE PERIOD 7/1-7/31/2020 COVERAGE PERIOD 7/1-7/31/2020	Vol Life Insurance 07/01/2020-07/31/2020 Vol Life Insurance 07/01/2020-07/31/2020	512010-52901	\$3.38
001	4696		SUN LIFE FINANCIAL	916864-06162020-R	COVERAGE PERIOD 6/1-6/30/2020	Vol Life Insurance 06/01/2020-06/30/2020	512010-53902	\$31.89
001	4696		SUN LIFE FINANCIAL	916864-06162020-R	COVERAGE PERIOD 6/1-6/30/2020	Vol Life Insurance 06/01/2020-06/30/2020	512010-57205	\$10.20
001	4696		SUN LIFE FINANCIAL	916864-06162020-R	COVERAGE PERIOD 6/1-6/30/2020	Vol Life Insurance 06/01/2020-06/30/2020	512010-52901	\$3.38
001	4696		SUN LIFE FINANCIAL	916864-06162020-R	COVERAGE PERIOD 6/1-6/30/2020	Vol Life Insurance 06/01/2020-06/30/2020	512010-53901	\$3.38
001	4696		SUN LIFE FINANCIAL	10152020-0001	BILLING PERIOD 11/1-11/30/2020	11/01/2020 - 11/30/2020	155000-53902	\$31.89
001	4696		SUN LIFE FINANCIAL	10152020-0001	BILLING PERIOD 11/1-11/30/2020	11/01/2020 - 11/30/2020	155000-52901	\$3.38
001	4696	10/27/23	SUN LIFE FINANCIAL	10152020-0001	BILLING PERIOD 11/1-11/30/2020	11/01/2020 - 11/30/2020	155000-53901	\$3.38

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	4696	10/27/23	SUN LIFE FINANCIAL	10152020-0001	BILLING PERIOD 11/1-11/30/2020	11/01/2020 - 11/30/2020	155000-57205	\$10.20
001	4696		SUN LIFE FINANCIAL	12122020-00001	BILLING PERIOD 12/1-12/31/2020	12/01/2020 - 12/31/2020	155000-53902	\$31.89
001	4696		SUN LIFE FINANCIAL	12122020-00001	BILLING PERIOD 12/1-12/31/2020	12/01/2020 - 12/31/2020	155000-57205	\$10.20
001	4696		SUN LIFE FINANCIAL	12122020-00001	BILLING PERIOD 12/1-12/31/2020	12/01/2020 - 12/31/2020	155000-52901	\$3.38
001	4696		SUN LIFE FINANCIAL	12122020-00001	BILLING PERIOD 12/1-12/31/2020	12/01/2020 - 12/31/2020	155000-53901	\$3.38
001 001	4696 4696		SUN LIFE FINANCIAL SUN LIFE FINANCIAL	40001-011421 40001-011421	BILLING PERIOD 2/1-2/28/2021 BILLING PERIOD 2/1-2/28/2021	Feb. 1, 2021 - Feb. 28, 2021 Feb. 1, 2021 - Feb. 28, 2021	512010-53902 512010-57205	\$31.89 \$10.20
001	4696		SUN LIFE FINANCIAL SUN LIFE FINANCIAL	40001-011421	BILLING PERIOD 2/1-2/28/2021 BILLING PERIOD 2/1-2/28/2021	Feb. 1, 2021 - Feb. 28, 2021 Feb. 1, 2021 - Feb. 28, 2021	512010-57205	\$3.38
001	4696		SUN LIFE FINANCIAL	40001-011421	BILLING PERIOD 2/1-2/28/2021	Feb. 1, 2021 - Feb. 28, 2021	512010-53901	\$3.38
001	4696		SUN LIFE FINANCIAL	40001-121520	BILLING PERIOD 1/1-1/31/2021	Jan. 1, 2021 - Jan. 31, 2021	512010-53902	\$31.89
001	4696		SUN LIFE FINANCIAL	40001-121520	BILLING PERIOD 1/1-1/31/2021	Jan. 1, 2021 - Jan. 31, 2021	512010-57205	\$10.20
001	4696		SUN LIFE FINANCIAL	40001-121520	BILLING PERIOD 1/1-1/31/2021	Jan. 1, 2021 - Jan. 31, 2021	512010-52901	\$3.38
001	4696		SUN LIFE FINANCIAL	40001-121520	BILLING PERIOD 1/1-1/31/2021	Jan. 1, 2021 - Jan. 31, 2021	512010-53901	\$3.38
001	4696 4696		SUN LIFE FINANCIAL	40001-021221	BILLING PERIOD 3/1/21-3/31/21	03/01/2021-03/31/2021	155000-53902	\$31.89
001 001	4696 4696		SUN LIFE FINANCIAL SUN LIFE FINANCIAL	40001-021221 40001-021221	BILLING PERIOD 3/1/21-3/31/21 BILLING PERIOD 3/1/21-3/31/21	03/01/2021-03/31/2021 03/01/2021-03/31/2021	155000-57205 155000-52901	\$10.20 \$3.38
001	4696		SUN LIFE FINANCIAL	40001-021221	BILLING PERIOD 3/1/21-3/31/21 BILLING PERIOD 3/1/21-3/31/21	03/01/2021-03/31/2021	155000-52901	\$3.38
001	4696		SUN LIFE FINANCIAL	04152021-0001	BILLING PERIOD 5/1-5/31/2021	05/01/2021 - 05/31/2021	512010-53902	\$31.89
001	4696		SUN LIFE FINANCIAL	04152021-0001	BILLING PERIOD 5/1-5/31/2021	05/01/2021 - 05/31/2021	512010-57205	\$10.20
001	4696	10/27/23	SUN LIFE FINANCIAL	04152021-0001	BILLING PERIOD 5/1-5/31/2021	05/01/2021 - 05/31/2021	512010-52901	\$3.38
001	4696		SUN LIFE FINANCIAL	04152021-0001	BILLING PERIOD 5/1-5/31/2021	05/01/2021 - 05/31/2021	512010-53901	\$3.38
001	4696		SUN LIFE FINANCIAL	40001-061621	COVERAGE PERIOD 7/1-7/31/2021	07/01/2021-07/31/2021	512010-52901	\$5.10
001	4696		SUN LIFE FINANCIAL	40001-061621	COVERAGE PERIOD 7/1-7/31/2021	07/01/2021-07/31/2021	512010-53901	\$5.10
001 001	4696 4696		SUN LIFE FINANCIAL SUN LIFE FINANCIAL	40001-061621 40001-071521	COVERAGE PERIOD 7/1-7/31/2021 BILLING PERIOD 8/1-8/31/2021	07/01/2021-07/31/2021 08/01/2021 -08/31/2021	512010-53902 512010-52901	\$15.02 \$5.10
001	4696		SUN LIFE FINANCIAL	40001-071521	BILLING PERIOD 8/1-8/31/2021 BILLING PERIOD 8/1-8/31/2021	08/01/2021 -08/31/2021	512010-52901	\$5.10 \$5.10
001	4696		SUN LIFE FINANCIAL	40001-071521	BILLING PERIOD 8/1-8/31/2021	08/01/2021 -08/31/2021	512010-53902	\$15.02
001	4696		SUN LIFE FINANCIAL	08172021-0001	BILLING PERIOD 9/1-9/30/2021	09/01/2021-09/30/2021	512010-53902	\$15.02
001	4696	10/27/23	SUN LIFE FINANCIAL	08172021-0001	BILLING PERIOD 9/1-9/30/2021	09/01/2021-09/30/2021	512010-52901	\$5.10
001	4696		SUN LIFE FINANCIAL	08172021-0001	BILLING PERIOD 9/1-9/30/2021	09/01/2021-09/30/2021	512010-53901	\$5.10
001	4696		SUN LIFE FINANCIAL	09162021-0001	BILLING PERIOD 10/1-10/31/2021	10/01/2021 -10/31/2021	512010-53902	\$15.02
001	4696		SUN LIFE FINANCIAL	09162021-0001	BILLING PERIOD 10/1-10/31/2021	10/01/2021 -10/31/2021	512010-52901	\$5.10
001 001	4696 4696		SUN LIFE FINANCIAL SUN LIFE FINANCIAL	09162021-0001 01142022-0001	BILLING PERIOD 10/1-10/31/2021 COVERAGE PERIOD 2/1-2/28/2022	10/01/2021 -10/31/2021 02/01/2022 - 02/28/2022	512010-53901 512010-53902	\$5.10 \$15.02
001	4696		SUN LIFE FINANCIAL	01142022-0001	COVERAGE PERIOD 2/1-2/28/2022 COVERAGE PERIOD 2/1-2/28/2022	02/01/2022 - 02/28/2022	512010-53902	\$5.10
001	4696		SUN LIFE FINANCIAL	01142022-0001	COVERAGE PERIOD 2/1-2/28/2022	02/01/2022 - 02/28/2022	512010-53901	\$5.10
001	4696		SUN LIFE FINANCIAL	10152021-0001	BILLING PERIOD 11/1-11/30/2022	11/01/2021-11/30/2021	512010-53902	\$15.02
001	4696	10/27/23	SUN LIFE FINANCIAL	10152021-0001	BILLING PERIOD 11/1-11/30/2022	11/01/2021-11/30/2021	512010-52901	\$5.10
001	4696		SUN LIFE FINANCIAL	10152021-0001	BILLING PERIOD 11/1-11/30/2022	11/01/2021-11/30/2021	512010-53901	\$5.10
001	4696		SUN LIFE FINANCIAL	11122021-0001	BILLING PERIOD 12/1-12/31/2021	12/01/2021 - 12/31/2021	512010-53902	\$15.02
001 001	4696 4696		SUN LIFE FINANCIAL	11122021-0001	BILLING PERIOD 12/1-12/31/2021	12/01/2021 - 12/31/2021	512010-52901	\$5.10 \$5.10
001	4696 4696		SUN LIFE FINANCIAL SUN LIFE FINANCIAL	11122021-0001 12142021-0001	BILLING PERIOD 12/1-12/31/2021 BILLING PERIOD 1/1-1/31/2022	12/01/2021 - 12/31/2021 01/01/2022-01/31/2022	512010-53901 512010-53902	\$5.10 \$15.02
001	4696		SUN LIFE FINANCIAL	12142021-0001	BILLING PERIOD 1/1-1/31/2022 BILLING PERIOD 1/1-1/31/2022	01/01/2022-01/31/2022	512010-53902	\$5.10
001	4696		SUN LIFE FINANCIAL	12142021-0001	BILLING PERIOD 1/1-1/31/2022	01/01/2022-01/31/2022	512010-53901	\$5.10
001	4696		SUN LIFE FINANCIAL	02142022-0001	BILLING PERIOD 3/1-3/31/2022	03/01/2022-03/31/2022	512010-53902	\$15.02
001	4696	10/27/23	SUN LIFE FINANCIAL	02142022-0001	BILLING PERIOD 3/1-3/31/2022	03/01/2022-03/31/2022	512010-52901	\$5.10
001	4696		SUN LIFE FINANCIAL	02142022-0001	BILLING PERIOD 3/1-3/31/2022	03/01/2022-03/31/2022	512010-53901	\$5.10
001	4696		SUN LIFE FINANCIAL	04142022-0001	BILLING PERIOD 5/1-5/31/2022	05/01/2022 - 05/31/2022	155000	\$25.22
001	4696		SUN LIFE FINANCIAL	03172022-0001	BILLING PERIOD 4/1-4/30/22	04/01/2022 - 04/30/2022	512010-53902	\$15.02
001 001	4696 4696		SUN LIFE FINANCIAL SUN LIFE FINANCIAL	03172022-0001 03172022-0001	BILLING PERIOD 4/1-4/30/22 BILLING PERIOD 4/1-4/30/22	04/01/2022 - 04/30/2022 04/01/2022 - 04/30/2022	512010-52901 512010-53901	\$5.10 \$5.10
001	4696		SUN LIFE FINANCIAL	05162022	COVERAGE PERIOD 6/1-6/30/22	06/01/2022-06/30/2022	512010-53901	\$23.12
001	4696		SUN LIFE FINANCIAL	05162022	COVERAGE PERIOD 6/1-6/30/22	06/01/2022-06/30/2022	512010-53902	\$5.56
001	4696		SUN LIFE FINANCIAL	05162022	COVERAGE PERIOD 6/1-6/30/22	06/01/2022-06/30/2022	512010-53901	\$5.56
001	4696	10/27/23	SUN LIFE FINANCIAL	0662022-40001	BILLING PERIOD 7/1-7/31/2022	07/01/2022-07/30/2022	155000	\$34.24
001	4696		SUN LIFE FINANCIAL	07152022	BILLING PERIOD 8/1-8/31/2022	08/01/2022 - 08/31/2022	512010-53902	\$34.10
001	4696		SUN LIFE FINANCIAL	07152022	BILLING PERIOD 8/1-8/31/2022	08/01/2022 - 08/31/2022	512010-52901	\$5.56
001	4696		SUN LIFE FINANCIAL	07152022	BILLING PERIOD 8/1-8/31/2022	08/01/2022 - 08/31/2022	512010-53901	\$5.56
001 001	4696 4696		SUN LIFE FINANCIAL	08172022-0001	COVERAGE PERIOD 9/1-9/30/22	09/01/2022 - 09/30/2022	512010-53902	\$28.61 \$5.56
001	4696 4696		SUN LIFE FINANCIAL SUN LIFE FINANCIAL	08172022-0001 08172022-0001	COVERAGE PERIOD 9/1-9/30/22 COVERAGE PERIOD 9/1-9/30/22	09/01/2022 - 09/30/2022 09/01/2022 - 09/30/2022	512010-52901 512010-53901	\$5.56 \$5.56
001	4696		SUN LIFE FINANCIAL	09152022-0001	BILLING PERIOD 10/1-10/31/2022	10/01/2022-10/31/2022	512010-53901	\$5.56
								40.00

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	4696	10/27/23	SUN LIFE FINANCIAL	09152022-0001	BILLING PERIOD 10/1-10/31/2022	10/01/2022-10/31/2022	512010-53901	\$5.56
001	4696		SUN LIFE FINANCIAL	09152022-0001		10/01/2022-10/31/2022	512010-53902	\$28.61
001	4696		SUN LIFE FINANCIAL	916864-101722		11/01/2022 - 11/30/2022	512010-52901	\$5.56
001	4696		SUN LIFE FINANCIAL	916864-101722		11/01/2022 - 11/30/2022	512010-53901	\$5.56
001	4696		SUN LIFE FINANCIAL	916864-101722		11/01/2022 - 11/30/2022	512010-53902	\$28.61
001	4696		SUN LIFE FINANCIAL	EKCDD-121422		01/01/2023-01/31/2023	512010-53902	\$28.61
001	4696		SUN LIFE FINANCIAL	EKCDD-121422		01/01/2023-01/31/2023	512010-52901	\$5.56
001	4696		SUN LIFE FINANCIAL	EKCDD-121422		01/01/2023-01/31/2023	512010-53901	\$5.56
001	4696		SUN LIFE FINANCIAL	07172023		11/01/2022 - 11/30/2022	512010-52901	\$5.97
001	4696		SUN LIFE FINANCIAL	07172023		11/01/2022 - 11/30/2022	512010-53901	\$5.97
001	4696		SUN LIFE FINANCIAL	07172023		11/01/2022 - 11/30/2022	512010-53902	\$30.73
001	4696		SUN LIFE FINANCIAL	05162023		11/01/2022 - 11/30/2022	512010-52901	\$5.86
001	4696		SUN LIFE FINANCIAL	05162023		11/01/2022 - 11/30/2022	512010-53901	\$5.86
001 001	4696		SUN LIFE FINANCIAL	05162023		11/01/2022 - 11/30/2022	512010-53902	\$30.15 \$5.97
	4696 4696		SUN LIFE FINANCIAL	06142023		7/1-7/31/2023	512010-52901	
001 001	4696		SUN LIFE FINANCIAL SUN LIFE FINANCIAL	06142023 06142023		7/1-7/31/2023 7/1-7/31/2023	512010-53901 512010-53902	\$5.97 \$30.73
001	4696		SUN LIFE FINANCIAL	08292023-916864		9/1-9/30/2023	512010-53902	\$5.97
001	4696		SUN LIFE FINANCIAL	08292023-916864		9/1-9/30/2023	512010-52901	\$5.97 \$5.97
001	4696		SUN LIFE FINANCIAL	08292023-916864		9/1-9/30/2023	512010-53901	\$30.73
001	4696		SUN LIFE FINANCIAL	09142023-6864		10/1-10/31/2023 VE Life & ADD	512010-53902	\$34.02
001	4696		SUN LIFE FINANCIAL	09142023-6864		10/1-10/31/2023 VE Life & ADD	512010-53902	\$25.50
001	4696		SUN LIFE FINANCIAL	09142023-6864		10/1-10/31/2023 VE Life & ADD	512010-57203	\$6.00
001	4696		SUN LIFE FINANCIAL	09142023-6864		10/1-10/31/2023 VE Life & ADD	512010-52901	\$4.80
001	4696		SUN LIFE FINANCIAL	09142023-6864		10/1-10/31/2023 VE Life & ADD	512010-57206	\$15.02
001	4696		SUN LIFE FINANCIAL	10172023-0001		Payroll-Benefits	512010-53902	\$31.55
001	4696		SUN LIFE FINANCIAL	10172023-0001		Payroll-Benefits	512010-53901	\$11.12
001	4697		THE EXPEDITER LLC	0824726-IN	SHIPPING FOR ORDER MISSING FROM ORG INVOICE		546022-53902	\$19.76
001	DD325		COMCAST -ACH	091223-59406 ACH		Utility - Cable TV Billing	543003-53902	\$195.75
001	DD327		ELAN FINANCIAL SERVICES	09142023-6647 ACH		Subscriptions and Memberships	554001-57205	\$51.94
001	DD327		ELAN FINANCIAL SERVICES	09142023-6647 ACH		R&M-Buildings	546012-57205	\$138.35
001	DD327		ELAN FINANCIAL SERVICES	09142023-6647 ACH		Misc-Employee Meals	549015-57205	\$32.60
001	DD327	10/05/23	ELAN FINANCIAL SERVICES	09142023-6647 ACH	PURCHASES FOR 8/16-9/14/2023	Office Supplies	551002-57205	\$117.43
001	DD327	10/05/23	ELAN FINANCIAL SERVICES	09142023-6647 ACH	PURCHASES FOR 8/16-9/14/2023	R&M-Equipment	546022-57202	\$305.09
001	DD327		ELAN FINANCIAL SERVICES	09142023-6647 ACH	PURCHASES FOR 8/16-9/14/2023	R&M-Grounds	546037-53902	\$51.90
001	DD327	10/05/23	ELAN FINANCIAL SERVICES	09142023-6647 ACH	PURCHASES FOR 8/16-9/14/2023	Op Supplies - General	552001-53902	\$15.00
001	DD327		ELAN FINANCIAL SERVICES	09142023-6647 ACH		Op Supplies - General	552001-53910	\$333.12
001	DD327		ELAN FINANCIAL SERVICES	09142023-6647 ACH		R&M-Pools	546074-57205	\$686.95
001	DD327		ELAN FINANCIAL SERVICES	09142023-6647 ACH		R&M-Fountain	546032-53901	\$162.17
001	DD327		ELAN FINANCIAL SERVICES	09142023-6647 ACH		R&M-Buildings	546012-53902	\$37.94
001	DD327		ELAN FINANCIAL SERVICES	09142023-6647 ACH		Utility - Refuse Removal	543020-57205	\$38.30
001	DD332		GATE FUEL SERVICE-ACH	5852778 ACH		9/27/2023	552030-53902	\$1,146.76
001	DD333		COMCAST -ACH	09122023-3316 ACH		9/15/23-10/14/23	541003-57205	\$197.40
001	DD333		COMCAST -ACH	09122023-3316 ACH		9/15/23-10/14/23	543003-57205	\$293.99
001 001	DD338 DD338	10/17/23 10/17/23		10062023 ACH 10062023 ACH		9/7/23-10/6/23 9/7/23-10/6/23	543013-53903 546034-52901	\$7,403.86 \$65.54
001	DD338	10/17/23		10.10.2023 ACH		9/9/23-10/10/23	543013-53903	\$949.77
001	DD339	10/21/23		10.10.2023 ACH		9/9/23-10/10/23	543013-53905	\$1,434.69
001	DD339	10/21/23		10.10.2023 ACH		9/9/23-10/10/23	543001-57205	\$1,058.22
001	DD339	10/21/23		10.10.2023 ACH		9/9/23-10/10/23	546034-52901	\$92.62
001	DD339	10/21/23		10.10.2023 ACH		9/9/23-10/10/23	543006-53902	\$495.11
001	DD339		GATE FUEL SERVICE-ACH	5833957 ACH		8/29/2023	552030-53902	\$2,173.90
001	DD340 DD343		ST. JOHNS COUNTY UTILITY DEPT.			9/19-10/19/2023	543001-57205	\$610.39
001	DD343		ST. JOHNS COUNTY UTILITY DEPT.			9/19-10/16/2023	543021-57206	\$113.99
001	DD345		ST. JOHNS COUNTY UTILITY DEPT.			9/19-10/19/2023	546034-52901	\$31.62
001	DD346		ST. JOHNS COUNTY UTILITY DEPT.			9/19-10/19/2023	543021-53902	\$211.07
001	DD347		ST. JOHNS COUNTY UTILITY DEPT.			9/19-10/19/2023	546034-52901	\$31.80
001	DD701		REPUBLIC SERVICES OF FL, L.P			11/1-11/30/2023	543020-57206	\$240.93
001	DD701		REPUBLIC SERVICES OF FL, L.P			11/1-11/30/2023	543020-57205	\$240.95
001	DD702		ROLLKALL TECHNOLOGIES, LLC	547765-ACH		10/4/23	534099-52901	\$231.00
001	DD703		ROLLKALL TECHNOLOGIES, LLC	546028-ACH		10/2/23	534099-52901	\$231.00
001	DD704		ROLLKALL TECHNOLOGIES, LLC	551186-ACH		10/9/23	534099-52901	\$173.25
001	DD705	10/11/23	ROLLKALL TECHNOLOGIES, LLC	549315-ACH	ROVING PATROL HEIDY ARAN 10/6/2023	10/6/23	534099-52901	\$231.00

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001	DD706	10/11/23	ROLLKALL TECHNOLOGIES, LLC	551014-ACH	ROVING PATROL SHAWN EMERT 10/8/23	10/8/23	534099-52901	\$231.00
001	DD707	10/11/23	ROLLKALL TECHNOLOGIES, LLC	552243-ACH	ROVING PATROL ANTHONY SOLIS 10/10/2023	10/10/23	534099-52901	\$173.25
001	DD708	10/10/23	ROLLKALL TECHNOLOGIES, LLC	547177-ACH	ROVING PATROL GARY PERNA 10/3/2023	10/3/23	534099-52901	\$161.70
001	DD709	10/10/23	ROLLKALL TECHNOLOGIES, LLC	55284-ACH	ROVING PATROL GARY PERNA 10/11/2023	10/11/23	534099-52901	\$231.00
001	DD710	10/10/23	ROLLKALL TECHNOLOGIES, LLC	556773-ACH	OFF DUTY ROVING PATROL JEREMY BANKS 10/16/23	10/16/23	534099-52901	\$231.00
001	DD711	10/27/23	ST. JOHNS COUNTY UTILITY DEPT.	10192023-114659 ACH	ACCT# 514215-114659 9/19-10/19/2023	9/19-10-19-23	543001-57205	\$1,406.73
							Fund Total	\$351,380.08