

**MARSHALL CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**JANUARY 19, 2022
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

INFRAMARK, INFRASTRUCTURE MANAGEMENT SERVICES

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January 12, 2022

Board of Supervisors
Marshall Creek
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Marshall Creek Community Development District will be held **Wednesday, January 19, 2022** beginning at **4:00 p.m.** at the Marshall Creek Amenity Center, 625 Palencia Club Drive, St. Augustine, Florida where the Board may consider any business that may properly come before it. Some or all of the Board members and staff will be in physical attendance at the meeting location. For members of the public desiring to attend and provide public comment by telephone, they can do so by dialing 646-838-1601 Conference ID 857 497 025#. Following is the advance agenda for the meeting:

- 1. Roll Call**
- 2. Audience Comments**
- 3. Approval of the Minutes of the November 17, 2021 Meeting**
 - A. Discussion of Open Items
- 4. Business Matters**
 - A. Consideration of Resolution 2022-1 – Registered Agent
 - B. Consideration of Prompt Payment Policies & Procedures – Resolution 2022-2
 - C. Consideration of FirstService Residential Facilities Services Agreement
 - D. Consideration of Revising Bonus & Compensation Policy
 - E. Options for the Publix / Palencia Village Drive Intersection
- 5. Engineer’s Report**
- 6. General Manager’s Operations Report**
 - A. Traffic Reports & SJCSO Roving Patrol Violation Log
 - B. Consideration of Palencia Lifestyle Club Operating Policies
- 7. District Manager’s Report**
- 8. Attorney’s Report**
- 9. Supervisors’ Requests**
 - A. Discussion of In-House Concrete Work (Supervisor Entman)
- 10. Acceptance of the December 2021 Financial Statements and Approval of the November and December 2021 Check Register and Invoices**
- 11. Adjournment**

Enclosed for your review is a copy of the draft minutes of the November 17, 2021 meeting and the December 2021 financials including the Check Register & Invoices for your consideration.

Marshall Creek CDD

January 12, 2022

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Under Business Matters enclosed for your review and consideration are, Resolution 2022-2 - Prompt Payment Policies & Procedures, the FirstService Residential Facilities Services Agreement, and the current Bonus & Compensation Policy. Resolution 2022-1 – Registered Agent will be provided under separate cover.

The General Manager's Operations Report is enclosed for your review. Also enclosed are the Traffic Reports, SJCSO Off-Duty Roving Patrol Violation Report and the Palencia Lifestyle Club Operating Policies.

The balance of the agenda is routine in nature. This agenda package is being distributed electronically with hard copies to follow. In the meantime, if you have any questions, please let me know at (904) 436-4102. I look forward to speaking with you at the meeting.

Sincerely,

Janice Eggleton Davis

Janice Eggleton Davis/ms

District Manager

Cc: Michael Eckert
Jonathan Johnson
Hank Fishkind

Ryan Stilwell, P.E.
Warren Bloom

Katie Hollis
Brett Sealy

Third Order of Business

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

The regular meeting of the Board of Supervisors of the Marshall Creek Community Development District was held on Wednesday, November 17, 2021 at 4:00 p.m. at Marshall Creek Amenity Center, 625 Palencia Club Drive, St. Augustine, Florida and via conference line at 646-838-1601.

Present and constituting a quorum were:

Howard Hoffman	Chairman
Kathy Moss	Vice Chairman
Howard Entman	Assistant Secretary
Richard Luciano	Assistant Secretary (via phone)
Monique Perna	Assistant Secretary

Also present were:

Janice Eggleton Davis	District Manager
Michael Eckert	District Counsel
Ryan Stilwell	District Engineer (via phone)
Katie Hollis	General Manager
Members of the Public	

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

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Audience Comments

- Mr. Dan Dickman requested an update on tree trimming.
 - Ms. Hollis reported tree trimming started on November 3rd on the North Loop and they will be working their way around.

THIRD ORDER OF BUSINESS

Approval of Minutes of the September 15, 2021 Meeting

- Mr. Hoffman inquired if there were any additions or corrections to the minutes.
Hearing none,

November 17, 2021

Marshall Creek CDD

On MOTION by Ms. Perna seconded by Dr. Entman, with all in favor, the minutes of the September 15, 2021 meeting were approved as presented.

- A. Discussion of Open Items**
There being none, the next item followed.

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

A. Consideration of Updated Rate Schedule

- Mr. Stilwell reviewed the rate schedule increase.

On MOTION by Dr. Entman seconded by Ms. Perna, with all in favor, the Prosser updated rate schedule was approved.

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

- The report is in the agenda package. Ms. Hollis further reviewed the following:
 - Ms. Hollis and Mr. Stilwell are evaluating signage, crosswalks, and the South Loop sign where South Loop and North Loop meet.
 - She is working with a resident close to the Boardwalk that experiences flooding near the marsh, southwest drainage basins. Mr. Ryan Weilersbacher has inspected and she will have Mr. Eckert review.
 - She is still working with Mr. Stilwell to get Palencia Village Drive deeded over to the County.
 - Well 4 is pumping water. The cost was \$58,730 in addition to electrical.
- Ms. Hollis noted Ms. Heath is leaving Hines and she (Ms. Hollis) will be taking over FEMA reimbursement activities.
 - Discussion ensued on the outstanding reimbursement.

A. Traffic Report & SJCSO Roving Patrol Violation Log

- No discussion.
- Ms. Moss addressed streetlights noting it is very dark in certain places.
 - Ms. Hollis noted there are seven places that she has identified as dark. She has started the process with FPL’s engineer and FPL will install at no cost to the District.
- Dr. Entman inquired about Regalo Road paving.

November 17, 2021

Marshall Creek CDD

- Mr. Hoffman has written a letter to the County Commissioners and they assured him it is in the County’s long-term plan.

B. Consideration of Palencia Lifestyle Club Operating Policies

- This item tabled to the January meeting.

SIXTH ORDER OF BUSINESS

District Manager’s Report

A. Consideration of Motion Assigning Fund Balance

- Ms. Davis outlined the motion to assign fund balance as of September 30, 2021.
- Discussion followed on tree trimming.

On MOTION by Dr. Entman seconded by Ms. Moss, with all in favor, the motion assigning fund balance was approved as presented.

- Dr. Entman addressed reserves balance for the audience present.

B. Consideration of Audit Engagement with Berger, Toombs, Elam, Gaines and Frank for Fiscal Year 2021

- Ms. Davis reviewed the audit engagement for 2021 noting the cost is \$4,675.

On MOTION by Dr. Entman seconded by Ms. Perna, with all in favor, the audit engagement for FY 2021 was approved.

SEVENTH ORDER OF BUSINESS

Attorney’s Report

A. Ratification of Transition Letter to Kutak Rock LLP

- Mr. Eckert addressed the transition letter to Kutak Rock noting HGS has stopped providing legal services as of November 12, 2021.

On MOTION by Dr. Entman seconded by Ms. Moss, with all in favor, the transition letter to Kutak Rock LLP was ratified.

B. Consideration of Retention and Fee Agreement

- Mr. Eckert outlined the retention and fee agreement noting there are no changes in the fees.

On MOTION by Dr. Entman seconded by Ms. Perna, with all in favor, the Kutak Rock LLP retention and fee agreement was approved.

November 17, 2021

Marshall Creek CDD

EIGHTH ORDER OF BUSINESS**Supervisors' Requests**

- Mr. Hoffman addressed the POA considering the purchase of a golf cart for Ms. Lorraine Megdanis, the POA Manager, and inquired if the CDD would partner with them to buy and store the golf cart and lease it to the POA.
 - It was proposed that the CDD would own the cart and the POA would lease it from them.
 - Dr. Entman addressed complications of non-CDD employee driving the golf carts.
 - Mr. Luciano noted he wants to cooperate but does not want a situation where the CDD can be sued.
 - Dr. Entman suggested FirstService Residential purchase the golf cart.
 - Ms. Perna noted she thinks getting a golf cart is a great idea but the POA should own and insure it, if possible.
 - Mr. Eckert noted there is no reason they could not legally work out an arrangement, but if the CDD is not involved at all the likelihood of the CDD being brought into a lawsuit is extremely low. If the District owns it then the likelihood of them getting involved in any lawsuit that involves the golf cart is a lot higher. If they do not own it and just have a license agreement that allows the POA to store it, that is also a low liability. The other thing that can happen when you have the POA operating it and the CDD owning it, a plaintiff's counsel now has two pockets to go after.
 - Ms. Moss noted she thinks the CDD wants to find opportunities to work with the POA; she does not think they are making a decision today and she would like to weigh the pros and cons of what Ms. Hollis and Mr. Eckert are saying and have a clear picture of the best thing to do for the community.
 - Mr. Hoffman noted if the POA came to the CDD with a clear proposal they would discuss it, but the comments are not very encouraging that there is a way to help the POA other than storage.
 - Ms. Zamparelli suggested the POA did not have a need for a full-time cart and inquired if they could use one from the CDD.

November 17, 2021

Marshall Creek CDD

- Dr. Entman addressed the tennis center breezeway gate noting people do not like the look of it, saying it looks like a prison gate, and they want it removed. He suggested a survey of tennis participants.

Dr. Entman MOVED to remove the breezeway gate. The motion died for lack of a second.

NINTH ORDER OF BUSINESS

Acceptance of the September and October 2021 Financial Statements and Approval of the September and October 2021 Check Register and Invoices

On MOTION by Ms. Moss seconded by Ms. Perna, with all in favor, the September and October 2021 financial statements were accepted, and the September and October 2021 check register and invoices were approved

- Mr. Hoffman suggested cancelling the December meeting and the consensus of the Board was to cancel.

TENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Ms. Perna seconded by Ms. Moss, with all in favor, the meeting adjourned.

Janice Eggleton Davis
Secretary

Howard Hoffman
Chairman

Fourth Order of Business

4A.

**AWAITING
RESOLUTION**

4B

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

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

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

PASSED AND ADOPTED this 19th day of January, 2022.

ATTEST:

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

January 18, 2022

Marshall Creek Community Development District Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Marshall Creek Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

- E. Improper Invoice**
An invoice that does not conform to the requirements of a Proper Invoice.
- F. Improper Payment Request**
A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.
- G. Non-Construction Goods and Services**
All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.
- H. Proper Invoice**
An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.
- I. Proper Payment Request**
A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.
- J. Provider**
Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.
- K. Purchase**
The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.
- L. Vendor**
Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is _____. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone: (904) 603-0033, email: Corissa.Millonig@inframark.com).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address

3. Invoice Date
4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board or the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**
 Marshall Creek Community Development District
 c/o Inframark Infrastructure Management Services
 210 N. University Drive, Suite 702
 Coral Springs, FL 33071
2. **Email Address**
 inframark@avidbill.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**
 Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
2. **Receipt of Improper Invoice**
 If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
3. **Rejection of an Improper Invoice**
 The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient

or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District’s rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District’s written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District’s written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to

proceed, whichever is later. Provider’s submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District’s rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District’s written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the

construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and

a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

4C



COMMUNITY DEVELOPMENT DISTRICT FACILITIES SERVICES CONTRACT

THIS CONTRACT ("Contract") is made and entered into on _____, ~~2018~~, by and between **MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized pursuant to Chapter 190, Florida Statutes, hereby referred to as "~~the District~~" ("District" or "CDD"), and **FIRSTSERVICE RESIDENTIAL FLORIDA, INC.**, a Florida Corporation ("FirstService").

A. ~~The District~~**District** owns, operates, and maintains certain lands and facilities located within and serving ~~the District~~**District** ("District Property"), located at **US-1 and Palencia Village Drive, St. Augustine, FL 32095** in **St. Johns** County, which currently consists of approximately **1,648** owners of units/lots within ~~the District~~**District** ("Units/Lots").

B. ~~The District~~**District** desires to retain FirstService, and FirstService desires to be so retained, to manage the community facilities which include a fitness center, aerobics facility, three pools and adjacent pavilions, pool slide, tennis courts and building, storage building, guardhouses, gazebo, playgrounds, sports courts, signage, lighting, and various other structures, monuments, and equipment including but not limited to the common areas of ~~the District~~**District** Property ("Community Facilities").

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration received by each party from the other, the receipt, adequacy and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **APPOINTMENT.** ~~The District~~**District** hereby retains and appoints FirstService, and FirstService hereby accepts such retainer and appointment, on the terms and conditions hereinafter set forth.

2. **TERM AND TERMINATION.**

2.1 This Contract ~~shall~~**will** commence on ~~December January 1, 2018 2022~~ and ~~shall~~**will** continue for a term ending on the last day of ~~December, 2021 2024~~ ("Initial Term"), subject to termination as provided herein.

2.2 In the event that either party defaults by failing to perform its obligations set forth in this Contract, the other may give 90 days' written notice of its intent to cancel with specific detail as to the alleged breach. Should the default not be cured within the 90 day period (or in the case of a default requiring more than 90 days to cure, unless reasonable steps have been taken to cure such default and such cure is diligently pursued thereafter), the non-defaulting party ~~shall~~**will** have the right to cancel this Contract and/or the right to institute appropriate legal proceedings to recover such damages as allowed by law. ~~Beginning June 1, 2020, this Contract may be cancelled by either party, without cause, with 90 days written notice to the other party.~~

2.3 If allowed by applicable law, this Contract ~~shall~~**will** automatically be extended after the Initial Term on an annual basis for successive 1 year renewal terms ("Extended Term").

A If either party desires that the Contract not automatically extend for another year, they ~~shall~~**will** provide written notice of their intent to cancel at least 90 days prior to the expiration of the Initial Term or any Extended Term of this Contract.

B If an automatic annual extension is not allowed by law, the Contract ~~shall~~**will** automatically be extended on a month-to-month basis until the termination of the contract. During the period of time when the Contract has been extended on a month-to-month basis, either party ~~shall~~**will** have the right to terminate the Contract without cause upon 30 days' written notice to the other party.

3. **SERVICES.** During the term hereof, FirstService ~~shall~~**will** assist ~~the District~~**District** in performing the following services as requested by ~~the District~~**District**, when and if needed and as limited by the hours as stipulated in Schedule I of this Contract, or as otherwise specified herein, to assist ~~the District~~**District**, and ~~shall~~**will** appoint at least 1 employee ("~~CAMCAM~~") to effectuate same:

3.1 In addition to those employees of FirstService stipulated in Schedule I of this Contract, FirstService ~~shall~~**will** employ and supervise such persons as needed "FirstService Employees" (which person or persons employed by FirstService may be on a part-time or full-time basis), utilize District employees, or engage as independent contractors working on behalf of ~~the District~~**District** such persons, firms or companies necessary to properly maintain and operate the Community Facilities, according to FirstService's reasonable judgment, the budget of ~~the District~~**District** and the directives of the board of supervisors ("Board of Supervisors"). ~~The District~~**District** understands

that all FirstService Employees shall will be employed as agents for ~~the District~~ and any persons, firms or companies engaged by ~~the District~~ shall will be engaged as independent contractors for ~~the District~~. FirstService shall will also assist ~~the District~~ in coordinating the work of any CDD employees and any independent contractors engaged by ~~the District~~ with the day to day activities of ~~the District~~. However, under no circumstances shall will FirstService or an employee of FirstService be designated to serve as ~~the District~~'s Representative in any contract.

3.2 Approve all bills received by ~~the District~~, as needed or monthly, for services, work and supplies ordered in connection with maintaining and operating ~~the District~~, and forward, in a timely manner, all such proper bills to ~~the District~~ Manager. FirstService shall will only be liable for late charges or penalties when directly caused by FirstService's failure to timely forward ~~the District~~'s bills to ~~the District~~ Manager except when ~~the District~~'s funds are inadequate, the Board of Supervisors does not provide approval to FirstService in a timely manner, invoices are not received in a timely manner, or if FirstService is not made aware of the obligation. FirstService shall will not be responsible for late charges or penalties incurred from US postal or vendor processing delays.

3.3 With the approval of ~~the District~~ Manager of ~~the District~~ ("District Manager"), cause those portions of ~~the District~~ Property to be maintained and repaired including, but not limited to, landscaping, painting, roofing, cleaning and such other ordinary and extraordinary maintenance and repair work as may be necessary consistent with the approved budget or as requested by ~~the District~~; provided, however, FirstService shall will not obligate ~~the District~~ for any single item of repair, replacement, refurbishing or refurbishing, the cost of which exceeds the sum of \$1,000.00 without the prior approval of the Board of Supervisors, unless provided for in the approved budget of ~~the District~~. Notwithstanding anything contained herein to the contrary, FirstService shall will have the right, but not the duty, without first obtaining the approval of ~~the District~~, to make emergency repairs and replacements which, according to FirstService's reasonable belief, are required to eliminate or avoid danger to persons or to property, or as are necessary in FirstService's reasonable belief for the preservation and safety of ~~the District~~ or for the safety of persons or in order to avoid suspension of any necessary service to ~~the District~~.

3.4 Purchase, as needed, on behalf of ~~the District~~, all supplies and materials as may be necessary or desirable for the maintenance, upkeep, repair, replacement and preservation of ~~the District~~ Property. Such purchases shall will be made in the name of ~~the District~~.

3.5 All contracts shall will be approved in advance and executed by the Board of Supervisors. Other than with regard to any contract between FirstService and ~~the District~~, any contracts shall will be terminable by ~~the District~~ upon not more than 30 days' notice. ~~the District~~ acknowledges that within the scope of this Contract and in carrying out all of its duties and responsibilities hereunder, including but not limited to those set forth in this paragraph, FirstService is acting solely as an agent for ~~the District~~ and, accordingly, any expenses or liabilities properly incurred by FirstService hereunder, whether in its name or that of ~~the District~~, shall will be the sole obligation of ~~the District~~ and not that of FirstService. Neither FirstService nor any of its partners, stockholders, officers, directors, employees, servants or agents shall will be personally liable in any fashion for any contract made in compliance with the provisions of this Contract. The parties hereto acknowledge and agree that notwithstanding anything to the contrary contained herein or elsewhere in this Contract, FirstService shall will not perform, nor be expected to perform, the services which would normally be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by ~~the District~~.

3.6 Assist ~~the District~~ Manager in preparation, annually, of a suggested operating budget for ~~the District~~ setting forth an itemized statement of anticipated receipts and disbursements based upon the then current schedule for assessments and taking into account the general condition of ~~the District~~ and ~~the District~~ Property and Community Facilities and staffing requirements. FirstService shall will coordinate with ~~the District~~ Manager to provide supporting documentation and information for the operating budget by May 1 of each year, and said budget shall will be prepared by ~~the District~~ Manager. The budget shall will serve as a supporting document for the schedule of assessments.

3.7 Prepare and send all letters, reports and notices upon reasonable request by the Board of Supervisors of ~~the District~~, and attend **up to 20 monthly** meetings of the Board of Supervisors.

3.8 Perform routine visual property inspections, **at a minimum of twice per month**, and make recommendations to the Board of Supervisors as to maintenance and improvements to ~~the District~~ Property.

3.9 Maintain, enforce, execute, and advise of suggested changes to policies and procedures established by the Board of Supervisors.

3.10 Provide a monthly management report to the Board of Supervisors detailing the pending action items, resident concerns and correspondence, areas of concern requiring Board of Supervisors attention and direction and

recommendations for Board of Supervisor consideration for replacement and repair of Community Facilities. With respect to any month in which the Board of Supervisors is holding a regularly scheduled meeting, the report ~~shall~~will be provided at least 10 days prior to the meeting.

3.11 Monitor and supervise performance of contractors and vendors to ensure compliance with all agreements and contracts; provide a status report (as part of the monthly management report) for any matters with a term of 60 days or longer. At no time ~~shall~~will FirstService be deemed responsible for failure of a contractor or vendor to provide service to ~~the District~~District under this Contract. District hereby agrees to hold harmless FirstService for failure of any contractor, vendor or contract service performed under this Contract, except as FirstService's duties defined hereunder. Additionally, ~~the District~~District acknowledges that proper funding for all services provided under this Contract is the sole responsibility of ~~the District~~District and FirstService has no liability or responsibility to complete services that were not properly budgeted or if funding is not available for such service.

3.12 FirstService ~~shall~~will have access to the Community Facilities at all times as may be necessary so as to perform its duties hereunder.

3.13 The assumption of obligations by FirstService under this Contract is as agent of ~~the District~~District and does not require FirstService to pay any of the costs and expenses which are the obligation of ~~the District~~District, except as specifically assumed by FirstService in this Contract.

3.14 The records of ~~the District~~District that are in FirstService's possession ~~shall~~will be kept at the office of FirstService or at a location designated by FirstService, and ~~shall~~will be available for inspection, and for review and audit. For extraordinary records inspection or production requests, FirstService may charge ~~the District~~District actual costs incurred for the time required to produce documents and for the time of a representative of FirstService to oversee the inspection. FirstService ~~shall~~will provide ~~the District~~District with an estimate of the approximate charges prior to incurring said charges.

4. **DESIGNATION.** ~~The District~~District shall~~will~~ designate in writing a single individual who ~~shall~~will be authorized to deal with FirstService on any matter relating to this Contract. In the absence of any such designation, the Chairman of the Board of Supervisors ~~shall~~will have this authority. ~~The District~~District shall~~will~~ not interfere nor permit, allow or cause any of its Officers, Directors or members to interfere with FirstService in the performance of its duties or in the exercise of any of its powers hereunder.

5. **INSURANCE.** The insurance requirements set out in the following subparagraphs are independent from all other obligations of the parties to this Contract and apply whether or not required by any other provision of the Contract, and regardless of the enforceability of any other provisions of this Contract. If, at any time, either party hereto allows any of its required insurance policies to lapse, the other party may immediately terminate this Contract upon delivery of written notice to the other party.

5.1 ~~The District~~District hereby agrees to maintain at all times and to provide evidence of the following insurance:

A. Commercial General Liability Insurance covering all premises and operations, including: (1) a minimum of \$1,000,000.00 each occurrence for bodily injury and property damage, (2) a minimum of \$1,000,000.00 general aggregate, (3) a minimum of \$1,000,000.00 products and completed operations, (4) a minimum of \$1,000,000.00 non-owned and hired auto liability, and (5) coverage must include contractual liability; assault and battery must be covered as a regular occurrence.

B. Public Officials'/Employment Practices Liability Insurance, including: (1) a minimum of \$1,000,000.00 per claim and aggregate applicable to the Public Officials' coverage section, (2) a minimum of \$1,000,000.00 per claim and aggregate applicable to the EPL coverage section, (3) retroactive date back to the inception date of ~~the District~~District or coverage for full prior acts, and (4) must cover third party EPL claims

C. Workers' Compensation Insurance according to state statutory limits covering all employees, subcontractors, or volunteers of ~~the District~~District, with employers' liability including: (1) a minimum of \$500,000.00 each accident for bodily injury, (2) a minimum of \$500,000.00 each employee for bodily injury caused by disease, and (3) a minimum of \$500,000.00 bodily injury caused by disease.

D. INTENTIONALLY OMITTED.

E. Fidelity Bond or crime coverage with a minimum of \$100,000.00 or such other minimum amount as may be required by applicable law.

F. All insurance carriers and/or excess of loss insurers and/or reinsurers must be rated A-IX or better, and must be licensed or authorized to do business in the State of Florida.

G. Prior to the commencement of work under this Contract, ~~the District~~District shall~~will~~ provide a current certificate of insurance providing evidence of the aforementioned insurance requirements. It is agreed by all parties that no work ~~shall~~will commence under the terms of this Contract until the Certificate of Insurance is received

and approved by FirstService. No later than the renewal date of any insurance policies required by this Contract, ~~the District~~ will supply FirstService with a Certificate of Insurance showing evidence of renewal coverage in compliance with the terms of this Contract.

5.2 FirstService hereby agrees to maintain at all times and to provide evidence of the following insurance coverages:

A. Commercial General Liability Insurance, including: (1) a minimum of \$1,000,000.00 each occurrence for bodily injury and property damage, (2) a minimum of \$2,000,000.00 general aggregate, (3) a minimum of \$1,000,000.00 personal and advertising injury, (4) a minimum of \$1,000,000.00 products and completed operations, and (5) contractual liability coverage.

B. Commercial Auto Liability Insurance, including: (1) a minimum of \$1,000,000.00 combined single limit and (2) a minimum of \$1,000,000.00 non-owned and hired automobile liability.

C. Workers' Compensation Insurance according to state statutory limits covering all employees or subcontractors of FirstService, with employers' liability including: (1) a minimum of \$500,000.00 each accident for bodily injury, (2) a minimum of \$500,000.00 each employee for bodily injury caused by disease, and (3) a minimum of \$500,000.00 bodily injury caused by disease.

D. Umbrella or Excess Liability Insurance, including: (1) a minimum of \$5,000,000.00 each occurrence and aggregate and (2) providing follow-form coverage over the General Liability and Employers' Liability policies.

E. Crime policy with third party protection with limits of not less than \$1,000,000.00.

F. Prior to the commencement of work under this Contract, FirstService ~~shall~~ provide a current Certificate of Insurance showing the coverages outlined above. ~~The District~~ shall be an additional insured for vicarious liability only on FirstService's Commercial General Liability and Commercial Auto Liability policies to the extent that FirstService is obligated to indemnify ~~the District~~ pursuant to this Contract. On the renewal date of any insurance policies required by this Contract, FirstService will supply ~~the District~~ with a new Certificate of Insurance in compliance with all terms of this Contract.

5.3 ~~Waiver of Subrogation. District expressly waives all rights of subrogation against FirstService for damages or losses, regardless of whether or not covered by any insurance obtained by District or required to be obtained by District pursuant to this Contract. District's Required Policies will include an express waiver of subrogation either by endorsement or policy language. The waiver of subrogation will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged.~~

6. **COMPENSATION AND COST REIMBURSEMENT.**

6.1 ~~The District~~ agrees to pay FirstService the sum(s) stipulated in Schedule I of this Contract per month ("Contract Price"), in advance on the first day of each month, or as otherwise stated in Schedule I. The Contract Price may be increased due to any increases in social security, Medicare, unemployment or other governmental imposed taxes or charges, and/or due to any increases in workers' compensation insurance rates as stipulated by NCCI, and ~~shall~~ be a direct pass through to ~~the District~~ as of the effective date of any such increase. **FirstService shall provide the District 60 days' written notice in advance of any such increase.** By agreement in writing by both parties, the administrative management fee payable to FirstService may be increased to the amount reflected each year in the operating budget as adopted and approved for the ensuing year. District ~~shall~~ reimburse FirstService bi-weekly, in arrears, for actual wages paid (as per agreement by both parties) plus any labor rate and accrued benefits as stipulated in Schedule I if labor is provided on that basis. District agrees that all outstanding balances due in excess of 30 days will be assessed interest at the maximum rate as allowed by law on the unpaid balance. Further, if payments for on-site staff are more than 30 days delinquent, FirstService ~~shall~~ have the ability, notwithstanding anything to the contrary contained in this Contract, to remove on-site staff members upon 7 days' written notice to ~~the District~~. During the period of time that on-site staff members have been removed from the property, FirstService ~~shall~~ have no responsibility for performance of services under this Contract that would be performed by on-site staff members. Further, FirstService ~~shall~~ not be liable to ~~the District~~, its members or to owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to FirstService's inability and/or failure to perform any of its duties and obligations under the Contract during the period of time when FirstService's on-site staff members have been removed from the property.

6.2 Any additional hours or staff, including, but not limited to staff needed to work for employees who take provided PTO, vacation or holiday time, or bonuses requested by ~~the District~~ shall be paid for at the individual's compensation plus labor rate as stipulated in Schedule I. Any non-exempt employee working in excess of 40 hours per week will be paid at time and one half. **Where reasonably possible, FirstService will obtain approval of the District before any overtime hours are authorized.**

6.3 In addition, any on-site ~~CAM-CAM~~ or maintenance supervisor who is an employee of FirstService will be required to attend periodic off-site continuing education programs or training sessions arranged by FirstService. FirstService will attempt to arrange such sessions to minimize any inconvenience to ~~the District~~, and such sessions ~~shall~~ will be kept to a minimum.

6.4 Except as is otherwise expressly provided herein, ~~the District~~ shall will pay or reimburse FirstService for all ~~costs~~ additional expenses (as are more specifically set forth by illustration only in Schedule II hereto, made a part hereof by this reference) which may be incurred by FirstService in providing services, materials and supplies immediately upon receipt of an invoice ~~therefore~~ thereof, except that FirstService shall will not be entitled to reimbursement for salaries of officers of FirstService and general office overhead of FirstService, as said items are actually included within the Contract Price.

6.5 Without limiting the provisions of Paragraph 6.4, if ~~the District~~ requests in writing that FirstService provide project coordination services to coordinate the project with the day-to-day affairs of ~~the District~~, FirstService may charge as follows:

A. For restoration of District Property after Acts of God and other insurable claims such as, without limitation, hurricanes, fire or floods, ~~the District~~ agrees to reimburse FirstService for the additional administrative burden FirstService will incur in coordinating the repair and restoration process by contractors engaged by ~~the District~~ with the day to day activities of ~~the District~~ in such amount on which the parties shall will mutually agree in writing should ~~the District~~ desire FirstService's involvement. FirstService may also charge such a cost to ~~the District~~ for other construction projects undertaken by ~~the District~~ which FirstService reasonably determines will create additional administrative burdens in such amount on which the parties shall will mutually agree in writing should ~~the District~~ desire FirstService's involvement.

B. In the event of a natural disaster or other catastrophe, ~~the District~~ shall will be billed at ~~\$50.00 per hour~~ an amount as the parties mutually agree for additional time the ~~CAM-CAM~~ spends on the property should ~~the District~~ desire FirstService's involvement. Any amounts billed hereunder shall will be credited against the fee FirstService is entitled to receive under paragraph 6.5A.

7. **ENGAGEMENT OF EMPLOYEES BY DISTRICT.** ~~The District recognizes that FirstService (i) is engaged in the competitive community association management business, (ii) invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce, and (iii) has a legitimate business interest in protecting its employee resources and the investment it makes to develop and enhance those resources. Accordingly, District covenants and agrees that it will not, directly or indirectly, hire, employ, or otherwise engage any employees of FirstService, or former employees of FirstService, who provided services to District ("FirstService Employees"), prospective employees FirstService presents for consideration ("FirstService Prospective Employees") or contract with, or in any way engage, the services of any firms employing any FirstService Employees or FirstService Prospective Employees during the term of this Contract and for a period of 12 months following the end of the contract relationship between the parties hereto. Should District violate this paragraph, it agrees to pay, as liquidated damages, and not a penalty or buyout, the sum of 30% of the annual salary/wages of said FirstService Employees at time of termination or resignation of said employee(s) from FirstService, and the sum of 30% of the anticipated annual salary/wages of said FirstService Prospective Employees. District agrees that the afore-described liquidated damages are fair, equitable, and reasonable sums not disproportionate to the anticipated and probable injuries which would result from breach by District and appropriate to compensate FirstService for such contemplated injuries, the actual value of which are not certain and are currently difficult to ascertain. This paragraph will survive the termination or expiration of this Contract, recognizes that FirstService is engaged in the specialized and competitive property management and maintenance business and FirstService invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce. Accordingly, the District covenants and agrees that it shall not hire, employ, or otherwise engage any employees, prospective employees FirstService presents for consideration, or former employees who provided services to the District, or contract with or in any way engage the services of any firms employing any such employees, prospective employees FirstService presents for consideration, or former employees of FirstService while this Contract remains in force and continuing for a period of 12 months following the end of the Contract relationship between the parties hereto. For this purpose, "employees, prospective employees FirstService presents for consideration, or former employees" are those individuals currently or formerly employed by FirstService who provided services to the District, or prospective employees who were presented to the District for consideration, at any time during the 12-month period prior to the end of the Contract relationship between the parties hereto. Should the District violate this paragraph, it agrees to pay, as liquidated damages, and not a penalty, the sum of 30% of the annual salary/wages of said employee(s) at time of termination or resignation of said employee(s) by or from FirstService. The provisions set forth in this paragraph shall survive the termination or expiration of this Contract.~~

8. **NOTICES.** All notices required hereunder shall will be in writing and shall will be effective when deposited in the United States mail, with proper postage prepaid, certified mail, return receipt requested, or the date deposited via overnight carrier with a nationally recognized carrier (DHL, FEDEX, or UPS), and shall will be properly addressed:

To District:
 Marshall Creek Community Development District
~~175 Hampton Point Drive~~ 12574 Flagler Center
~~Boulevard, Suite 2101~~
~~St. Augustine~~ Jacksonville, FL 3209232258

Attn: Janice Eggleston Davis

With a copy to:

~~Hopping, Green & Sams, PA~~ Kutak Rock LLP
~~119 S. Monroe Street, Suite 300~~ 107 West
~~College Avenue~~
 Tallahassee, FL 32301

Attention: ~~Katie S Buchanan~~ Michael Eckert

To FirstService:
 FIRSTSERVICE RESIDENTIAL FLORIDA, INC.
 2950 North 28 Terrace
 Hollywood, FL 33020
 Attention: David Diestel, President

or to such other address or person as either party shall will, from time to time, designate for itself, in writing, to the other party, provided that notice of any change of address or contact person shall will not be effective until received.

9. **LIABILITY.**

9.1 ~~The District~~ District hereby expressly agrees and understands that FirstService shall will not be liable to ~~the District~~ District for any injury, loss or damage to person or property, unless caused solely by FirstService's own gross negligence or willful misconduct or material breach of this Contract. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), ~~the District~~ District will, and does hereby agree to indemnify and hold harmless FirstService, its affiliated or related entities, partners, officers, directors, agents, servants and employees from any liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations, claims and expenses, including, but not limited, to reasonable attorneys' fees and associated costs (whether pre-trial, at trial, mediation or at arbitration and/or in connection with any appeals) incurred, sustained, arising out of or connected with any injury to person or property, however caused unless caused solely by FirstService's own gross negligence, willful misconduct, or material breach of this Contract by FirstService, its affiliated entities, partners, officers, directors, agents, servants or employees.

9.2 FirstService will, and does hereby agree to indemnify and hold harmless ~~the District~~ District, its officers, agents, servants and employees from any liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations, claims and expenses, including, but not limited, to reasonable attorneys' fees and associated costs (whether pre-trial, at trial, mediation or at arbitration and/or in connection with any appeals) incurred, sustained, arising out of or connected with any injury to person or property ~~to the extent finally adjudicated to have resulted from the negligent acts or omissions, caused solely by FirstService's own gross negligence or~~ willful misconduct or material breach of this Contract by FirstService, its affiliated entities, partners, officers, directors, agents, servants or employees.

9.3 In no event will FirstService be liable for consequential damages to ~~the District~~ District. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Contract, such legal limitations are made a part of the indemnification obligations and shall will operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall will continue in full force and effect.

9.4 The indemnification obligations under this Paragraph 9 shall will not be limited to damages, compensation or benefits payable under any insurance policies maintained by the parties. The provisions set forth in this Paragraph 9 shall will survive the expiration or termination of this Contract.

10. **MISCELLANEOUS.**

10.1 In any legal action arising from this Contract or connected herewith the prevailing party shall will be entitled to recover all costs and reasonable attorneys' fees incurred (whether pre-trial, at mediation, arbitration or trial and in any appeals).

10.2 In any litigation arising from this Contract, venue shall will be solely in St. Johns County, Florida.

10.3 INTENTIONALLY OMITTED.

10.4 No waiver of a breach of any of the covenants contained in this Contract shall will be construed to be a waiver of any succeeding breach of the same or any other covenant.

10.5 No modification, release, discharge or waiver of any provision hereof ~~shall~~will be of any force, effect or value, unless in writing, signed by both of the parties to this Contract, their respective successors and assigns. This Contract may be executed in any number of counterparts, each of which ~~shall~~will be deemed an original but all of which together ~~shall~~will constitute one and the same instrument. A signed copy of this Contract or any addendum transmitted by e-mail or other means of electronic transmission ~~shall~~will be deemed to have the same legal effect as delivery of an original executed copy of this Contract or addendum hereto for all purposes. Execution by FirstService must be by a president or any other executive officer as reflected in the records maintained by the Secretary of State.

10.6 If any term or condition of this Contract is, to any extent, invalid or unenforceable, the remainder of this Contract is not to be affected thereby and each term and condition of this Contract is to be valid and enforceable to the fullest extent permitted by law. This Contract will be construed in accordance with the laws of the State of Florida.

10.7 FirstService ~~shall~~will be free to contract for similar services to be performed for other entities, wherever located, while it is under contract with ~~the District~~District as long as FirstService's ability to perform its services and obligations for ~~the District~~District ~~shall~~will not be compromised or negatively impacted. Under no circumstances ~~shall~~will this Contract provide the basis for ~~the District~~District, or any of its members, officers, directors, agents or employees, to look to FirstService as its or their employer, or a partner or principal. Nothing in this Contract ~~shall~~will be deemed to create or be construed as constituting a joint venture or partnership between ~~the District~~District and FirstService. ~~The District~~District, its members, officers, directors, agents or employees who are not direct employees of FirstService ~~shall~~will not be entitled to, nor ~~shall~~will they make any claim for, any benefits accorded to FirstService's employees, including, but not limited to, workers' compensation, vacation or sick pay

10.8 ~~Except as otherwise set forth herein, this~~ This Contract constitutes the entire understanding and agreement between the parties hereto, supersedes all prior written or oral agreements with respect to its subject matter. Notwithstanding the foregoing, this Contract ~~shall~~will not act to excuse any amounts due and unpaid under a previous contract between the parties, nor ~~shall~~will this Contract act to extinguish any obligations from a previous contract between the parties which specifically survive the termination or expiration thereof. This Contract ~~shall~~will be binding upon the parties hereto and their respective successors and assigns.

10.9 ~~The District~~District represents and warrants that the execution, delivery and performance of this Contract by ~~the District~~District will not conflict with, nor result in the breach of, any agreement, whether oral or written, document, indenture or other instrument to which ~~the District~~District is a party or under which it is bound. ~~The District~~District further represents and warrants that it has full power and authority to execute and deliver this Contract, and to perform the obligations hereunder, and that it has taken all actions necessary to authorize the execution, delivery and performance of this Contract. ~~The District~~District also represents that it is not bound by the terms of any collective bargaining agreement and there has been no action taken by its employees which would subject ~~the District~~District to the collective bargaining process under applicable labor laws. ~~The District~~District is not aware of any labor organizing efforts involving its employees.

10.10 The parties hereto hereby acknowledge and agree that this Contract complies with Florida Statutes.

10.11 ~~The District~~District agrees to provide a safe and healthy work environment for all employees provided by FirstService. If FirstService, in the exercise of its reasonable discretion, determines that there are conditions on or about ~~the District~~District Property which pose a hazard to the safety and/or health of its employees, FirstService ~~shall~~will have the ability, notwithstanding anything to the contrary contained in this Contract, to remove on-site staff members upon written notice to ~~the District~~District. **Where possible, ~~the District~~District will first be given 48 hours' notice and an opportunity to address the hazard.** During the period of time that on-site staff members have been removed from the property, FirstService ~~shall~~will have no responsibility for performance of services under this Contract that would be performed by on-site staff members. Further, FirstService ~~shall~~will not be liable to ~~the District~~District, its members or to owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to FirstService's inability and/or failure to perform any of its duties and obligations under the Contract during the period of time when FirstService's on-site staff members have been removed from the property.

10.12 FirstService is not a landscape architect, architect or an engineer and does not provide these types of professional services under this Contract. Notwithstanding anything to the contrary in this Contract, it is not FirstService's responsibility to determine whether the height and location of the hedges, foliage, and/or other landscaping on the District Property is in compliance with all federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the PropertyDistrict Property. FirstService disclaims any and all liability related to, arising out of or associated with the height and/or location of any hedges, foliage, or landscaping on or around the PropertyDistrict Property and FirstService will have no liability for any claims or lawsuits related to, arising out of, or associated with the height and/or location of any hedges, foliage, or landscaping on or around ~~the District~~District Property

10.13 In the event that FirstService ~~shall~~will be required under any law or by any governmental agency to collect sales tax on any fees payable to FirstService hereunder, the amount of any such sales tax ~~shall~~will be charged to and ~~shall~~will be payable by ~~the District~~District.

10.14 FirstService does not provide notary services. Any employee who notarizes a document is acting outside the scope of FirstService's employment. Accordingly, notwithstanding anything to the contrary contained in this Contract, District hereby agrees to defend, indemnify and hold harmless FirstService and its employees from any claims, demands, suits, etc., including, but not limited to reasonable attorney's fees and costs whether pre-litigation, or at the trial or appellate levels, if applicable, against it or them by any party, resulting from or related to the performance of the above services, except if caused solely by the gross negligence of FirstService.

10.15 Force Majeure. Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to amounts to be paid by Association for services provided by FirstService pursuant to this Contract (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained in this Contract, will excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to FirstService by Association for services provided unless there is an event causing banking or financial institution closures), that time period will be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing will not be interpreted as extending the term or renewal term of this Contract.

11. **DISCLOSURE.** ~~FirstService, through its affiliated or related companies, or divisions, offers certain goods or services. FirstService hereby wishes to ensure that these relationships are disclosed to the District. FirstService and the current subsidiary/related companies providing services in Florida are: FS Insurance Brokers, Inc.; Luke Brothers, Inc.; Luke's Landscaping, Inc.; Luke's Landscaping, Inc. d/b/a All Florida Pest Control and Fertilization; Service America Enterprise, Inc.; APS of Hollywood LLC d/b/a American Pool Service; LIV unLtd, LLC; American Leisure, LLC; California Closets operating under various fictitious names and/or related entities; College Pro Painters (U.S.) Ltd.; Floorcoverings, Ltd.; College Pro Window Cleaning, Inc.; Certa ProPainters Ltd.; Paul Davis Restoration, Inc. and all franchisees and related entities; Advanced Fire and Security, Inc.; Century Fire Protection, LLC; and Super Restoration Service Co., LLC d/b/a Super Restoration. The District is not obligated in any manner to use any of the aforementioned affiliated or related companies or divisions to perform services other than those provided by FirstService under this Contract, nor is FirstService precluded from obtaining competitive bids, when required, to present to the Board of Supervisors for approval.~~

11.1 In General. Association is the ultimate decision maker for the purchase of goods and services and the selection of the vendors for the property. In connection with its duties under this Contract, FirstService will recommend to Association the purchase of goods and services from various vendors, some of whom may be affiliates of FirstService or businesses with which FirstService has a contractual or other relationship under preferred vendor programs. Association is not obligated to engage FirstService's preferred vendors or any other recommended provider. FirstService endeavors to develop affiliated and preferred vendor programs which address the needs of its clients and which focus on bringing value to its clients. FirstService and the current subsidiary/related companies providing services in Florida are: FirstService Financial, Inc.; FS Insurance Brokers, Inc.; Luke Brothers, Inc.; Luke's Landscaping, Inc. d/b/a All Florida Pest Control; APS of Hollywood LLC d/b/a American Pool Service; LIV unLtd, LLC; The Amenity Collective, LLC; California Closets operating under various fictitious names and/or related entities; Floorcoverings International, Ltd.; College Pro Window Cleaning, Inc.; Certa ProPainters Ltd.; Paul Davis Restoration, Inc. and all franchisees and related entities; Advanced Fire and Security, Inc.; Century Fire Protection, LLC; Super Restoration Service Co., LLC d/b/a Super Restoration; FirstService Residential Delta, Inc.; Heartline Fitness Products, Inc.; Interstate Restoration, Inc. and its affiliates; Rolyn Companies, Inc.; Commercial Fire & Communications, Inc.; and Swim Club Management Group, Inc.

11.2 FirstService Financial. FirstService Financial, Inc. and its subsidiary FS Insurance Brokers, Inc. (collectively, "FirstService Financial") are affiliates of FirstService that were formed for the purpose of aggregating the buying power of properties managed by FirstService and its affiliates. FirstService Financial develops banking and insurance programs that are offered exclusively to clients of FirstService and its affiliates. FirstService Financial may receive fees or commissions from their banking and insurance partners for their assistance with the development, placement, servicing and maintenance of these programs.

11.3 Third Party Screening and/or Vendor Compliance. If Association selects a screening company which uses FirstService to assist in the screening process and/or the secure storage of screening reports, FirstService may be reimbursed by the screening company in an amount as FirstService and the screening company may mutually determine. FirstService may use a third party to assist with vendor compliance. In such event, FirstService may be reimbursed by the third party in an amount as FirstService and the third party may mutually determine.

12. **SPECIAL TERMS.**

12.1. **Manager Performance.**

A. FirstService **shallwill** arrange at District's expense for compliance in all material respects to the extent practicable with any statutes, ordinances, laws, rules, regulations, orders or determinations affecting or issued in connection with the Community Facilities. FirstService **shallwill** immediately notify ~~the District~~District Manager should it discover any issues or concerns that affect the public's health, safety and welfare. With the consent of ~~the District~~District, or as authorized by this Contract, FirstService **shallwill** make arrangements for any alterations as required thereby.

B. FirstService **shallwill** have employees available to promptly respond 24 hours per day 7 days per week to any emergencies or other situations requiring immediate attention as determined by the Board of Supervisors. FirstService **shallwill** provide the Board of Supervisors with cell phone numbers at which such employees may be contacted at all times.

C. In providing the services set forth herein, FirstService **shallwill** use approved and effective chemicals in strict compliance with all labeling provisions and state and federal environmental guidelines. Further, FirstService **shallwill** take any action necessary to promptly comply with any and all orders or requirements affecting the Community Facilities placed thereon by any governmental authority having jurisdiction. However, FirstService **shallwill** not take any action under this paragraph if ~~the District~~District is contesting or has affirmed its intention to contest any such order or requirement. FirstService **shallwill** promptly and in no event within more than forty-eight (48) hours notify ~~the District~~District in writing of all such orders or requirements.

D. All purchases and dispositions made by FirstService will be in accordance with and subject to ~~the District~~District's procurement and purchasing policies, Rules of Procedure, and subject to all requirements for procurement and purchases imposed by Florida law.

E. All rates, fees, and charges proposed by FirstService must be adopted by ~~the District~~District in accordance with its Rules of Procedure and Chapter 190, Florida Statutes. FirstService agrees that it will not implement or modify any rate, fee or charge without meeting these requirements.

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

IF FIRSTSERVICE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIRSTSERVICE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (904)954-9400, 940-6044282-0081, SANDRA.DEMARCO@INFRAMARK.COM SANDRA.DEMARCO@INFRAMARK.COM, OR AT ~~175 HAMPTON POINT DRIVE, SUITE 4, ST. AUGUSTINE, FLORIDA 32092~~ 210 N UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071.

12.3 **Limitations of Liability.** FirstService agrees that nothing in this Contract **shallwill** serve as or be construed as a waiver of ~~the District~~District's limitations on liability contained in section 768.28, Florida Statutes, or any other laws. District agrees that nothing in this Contract **shallwill** serve or be construed as a waiver of the limitations of

liabilities contained in section 768.28, Florida Statutes, to the extent that FirstService is deemed to be an agent of ~~the District~~District.

12.4 **Engagement of Employees Exclusion.** The provisions set forth in Paragraph 7 of this Contract do not apply to any personnel employed by ~~the District~~District prior to the inception of the relationship between ~~the District~~District and FirstService, which personnel are as follows: **Jack Adzema, Kathleen Andrews, Autumn Baker, Eliza Balazic, Julie Balazic, Riley Balazic, William Barnes, Cheryl Blythe, Joanne Booher, Sara Brady, Hunter Brooks, Brittney Burgess, Hayley Capitano, Ryan Dalton, Dallas Demore, Kelli Dodd, Kevin Elliott, Chris Emerson, Tyler Emmett, Anthony Fagan, Maxwell Fine, Anthony Giordano, Jeff Golden, Jevon Green, Erin Gunia, Mary Heath, Petal Hinkle, Roy Hutcherson, Max Jackson, Chance Jordan, Melissa Kalke, Kenneth Keene, Matthew Kerekes, Ava King, Piper King, Ryan Kirk, Emily Kuhn, William Lee, Scott Lefteris, William Lessig, Robert Linkletter, Timothy Ludwig, Karyn Lynch, Larry Shane Mahn, Sierra Maingot, Paul Masters, Keith Matthews, and Carlos Maymi.**

12.5 **Bid Requests.** FirstService will use its best efforts to obtain multiple written qualified proposals for bids requested by the Board of Supervisors. FirstService shallwill disclose any affiliated or related companies or divisions ("FirstService Affiliate") with all contracts submitted for ~~the District~~District's consideration from a FirstService Affiliate during the bidding process.

12.6 **FirstService Responsibilities.** Further illustration of responsibilities for FirstService are set forth by illustration only in Schedule III hereto. All tasks are subject to the stipulated weekly hours as set out in Schedule I.

SECURITY DISCLAIMER. FirstService shallwill not in any way be considered an insurer or guarantor of security within the property. Neither shallwill FirstService be held liable for any loss or damage by reason of failure to provide adequate security nor for ineffectiveness of security measures undertaken. The Board of Supervisors on behalf of ~~the District~~District, owners and occupants, tenants, guests and invitees, as applicable, acknowledge that FirstService does not represent or warrant that any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices, security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services will provide the detection or protection for which the system is designed or intended. The Board of Supervisors on behalf of ~~the District~~District, each Owner and occupant of any dwelling and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that FirstService is not an insurer and that each Owner and occupant of any Unit/Lot and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Units/Lots and to the contents of Units/Lots and further acknowledges that FirstService has made no representations or warranties nor has ~~the District~~District, any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services recommended or installed or any security measures undertaken within the property.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written:

Witness as to District:

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

Signature

Signature

Printed Name

Printed Title

Witness as to FirstService:

FIRSTSERVICE RESIDENTIAL FLORIDA, INC.

Signature

Signature

Printed Name

Printed Title

SCHEDULE I – CONTRACT PRICE
MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
1,648 Units/Lots

ADMINISTRATIVE MANAGEMENT

Includes supervising regional director ~~and FSRConnect~~

<u>EFFECTIVE</u>	<u>MONTHLY</u>
December 2018	\$5,417.00
January 2020	\$5,580.00
January 2024 January 2022	\$5,747,000.00 \$5,747,000.00

~~Post term 4% annual increase if Contract is extended after Initial Term (rounded to nearest dollar) to be effective January 1, 2022 unless as otherwise agreed upon by the Association and FirstService via an addendum to this Contract prior to December 31, 2021.~~ **Post term 5% annual increase if Contract is extended after Initial Term (rounded to nearest dollar)**

ON-SITE STAFF (IF APPLICABLE)

The on-site staff ~~shall~~**will** consist of the following positions to be provided by FirstService. This is the minimum staffing and may only be increased upon prior written approval of ~~the District~~**District** and FirstService:

<u>Position</u>	<u>Minimum Hours Per Week</u>	<u>Labor Rate</u>
<u>Licensed CAM (General)</u>	Full-time	21 %
Assistant Manager	60 40	21 %
Any additional administrative	Per mutual approval	21 %
Any additional concierge/front desk	Per mutual approval	21 %
Any additional non-administrative	Per mutual approval	21 %

~~The labor rate as stipulated above is a percentage of and is added to the wages paid and includes, but is not limited to, social security tax, federal/state unemployment tax, workers' compensation insurance, FirstService's contribution to employee 401(k) benefit, pre-employment screening, recruitment expense, payroll processing and human resource administration. Labor rate as stipulated above includes, but is not limited to, social security tax, federal/state unemployment tax, workers' compensation insurance, FirstService's contribution to employee 401(k) benefit, drug testing, criminal background checks, recruitment expense, payroll processing and human resource administration.~~

Eligible on-site staff ~~shall~~**will** receive the following minimum benefits (if ~~the District~~**District** elects eligible full-time employees of FirstService for a part-time position at ~~the District~~**District**, these benefits will be on a pro rata basis):

- ~~1. Single standard medical benefits shall be offered to all eligible on-site staff members who are employees of FirstService at a shared premium between the District and the employee. The District's contribution is subject to increase on an annual basis. The contribution for such coverage is due in full as to any employee that elects coverage and is employed as of the first of the month, and there is no credit or pro-rata return of any portion of the monthly contribution should an employee be on FMLA leave, resign, be terminated or transferred after the first of the month. Standard health care benefits will be offered to all eligible on-site staff members who are employees of FirstService, with District and the employee each paying a portion of the cost. The monthly amount District will be responsible for in 2022 for each eligible on-site staff member who elects coverage is \$650.00, which is inclusive of the costs associated with the benefits. This amount will be referred to as the "Monthly Benefit Payment" and is subject to increase on an annual basis and is due in full as to any employee that elects coverage and is employed as of the first of the month. There is no credit or pro rata return of any portion of the Monthly Benefit Payment should an employee resign, be terminated or transferred after the first of the month. Employees are entitled to standard health care benefits while on FMLA leave. Employees who elect coverage will have the option to select alternate medical plans offered by FirstService and/or add dependents.~~
- ~~2. The District~~**District** is responsible to pay for employees paid time off provided by FirstService's policies, including but not limited to holidays, accrued vacation, and personal time off ("PTO") as stipulated in FirstService's standard employment policies, up to and including the termination of this Contract or transfer of the employee from this District Property. ~~is responsible to pay for employees paid time off for holidays, vacation, and personal time off ("PTO") as stipulated in FirstService's standard employment policies.~~

SCHEDULE II
MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

- A. The following office expenses will be charged to and become a cost of ~~the District~~District and will be reimbursed to FirstService. These office expenses ~~shall~~will be substantiated with back-up documentation itemizing each charge. These expenses are subject to increase upon 30 days' written notice to ~~the District~~District.
1. **Except for litigation directly between District and FirstService:** Litigation support services (including but not limited to court appearances, preparation, production of documents, discovery, meetings with counsel, depositions, etc.) at \$75.00 per hour for staff, at \$250.00 per hour for senior staff, and at \$300.00 per hour for officers of FirstService). This provision ~~shall~~will survive the termination or expiration of this Contract.
 2. In the event the governing municipality imposes a charge for a business tax receipt, occupational license or similar charge related to FirstService's performance of services for ~~the District~~District from District's on-site management office, the actual charge ~~shall~~will be paid by ~~the District~~District.

SCHEDULE III

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

CDD Assistant Manager

Manages resident relations for new owners and residents

- Conducts new resident registration process and orientation session (estimated 3-5 per week).
- Provides information package to new owners, including emergency phone numbers, payment coupon information, and the contact information for property management.
- Manages resident database updates (estimated at more than 640 per year).
- Enters resident information into resident database.
- Maintains resident directory and email list.
- Provides visitors with general information about the ~~community~~District Property, its amenities, and the area.
- Maximizes resident satisfaction levels to support the ongoing integrity and reputation of the Palencia community.
- Provides potential residents and real estate agents information regarding POA and CDD fees.
- Prepares welcome letters and packages for new property owners.
- Updates website for general issues and publishes e-blasts as needed (approximately 300 e-blasts/year).
- Responds and follows up with homeowner and resident requests.
- Contact methods include in-office visits, phone calls, emails, and website requests.
- Supports amenity and tennis operations including POS system, inventories and resident IDs (card systems).
- Processes incoming/outgoing mail.

Manages access device process and software

- Issues amenity cards and reprints amenity cards (estimated more than 500 per year).
- Issues vehicle decals (estimated more than 1,000 per year).
- Maintains vehicle decal databases in access device software (DoorKing and CMS).

Processes CDD invoices; administers accounts payable and cash receipts process

- Reviews insurance certificate for licensed contractors, confirms the limits meet District requirements, confirms contractor is fully licensed, and receives a W9 from all contractors.
- Reviews invoices and charges to ~~the District~~District by vendors and contractors. Codes to appropriate GL account for payment in accordance with established accounts payable schedule (minimum of 50 invoices weekly).
- Monitors any budget variances throughout the year and alerts General Manager to provide explanations to the Board of Supervisors during monthly meetings.
- Handles miscellaneous bank deposits (tennis daily deposits, swim lessons, summer camp, FEMA reimbursements, impact fees, vehicle decals, and replacement cards).

Maintains and updates CDD website

- Posts meeting minutes.
- Posts monthly management reports and monthly financial reports.
- Posts executed copies of District contracts and insurance policies.
- Utilizes communication tools to keep owners informed and involved.

Administers the work order system (currently FMX) to facilitate timely repairs and maintenance

- Decorative street light maintenance and repair.
- Street sign maintenance and repair.
- Street, sidewalk, and curb maintenance and repair.
- Storm water system maintenance and repair.
- Maintenance and repair administration of over 5,000 linear feet of raised boardwalks (including Tolomato River Boardwalk), 8+ miles of multi-use paths, and 6+ acres of playgrounds and passive park equipment.

Serves as primary human resources contact for all employees

- Processes bi-weekly payroll for approximately 50 employees. The number of employees increase seasonally for summer camp and additional lifeguards as needed.
- Oversee many human resources responsibilities including:
 - Time off management
 - Facilitation of workers comp claims
- Coordinates staff appreciation annual recognition events.
- Administers safety programs and supports department managers with implementation.

CDD General Manager

General management

Provides day-to-day management for the operation, maintenance, and management of CDD property and activities in accordance with bond covenants. In addition to the services provided to Marshall Creek Community Development District (MCCDD), also provides services per the interlocal agreement to the Sweetwater Creek Community Development District (SCCDD).

Coordinates fiscal and physical operation of CDD property between its five departments

- Property Owners ~~Association~~District (POA)
- Engineering, repairs, and maintenance department
- Landscaping and grounds management
- Tennis facility operations
- Swim and fitness facility operations

Coordinates all on-site personnel

- Regular staff meetings with all department managers, both individually and as a group.
- Recruiting – assists department managers with recruiting for higher level positions.
- Training – assists department managers with the onboarding and training of employees.
- Coordinates performance evaluations – conducts annual evaluations for FirstService department managers. (Department managers conduct evaluations for their respective staffs.)
- Interface with District's attorney and District's engineer as required.

Inspects and evaluates CDD facilities, grounds, amenities, and property

- Conducts regular inspections of all CDD facilities in following areas:
 - Operations: regular inspections of all CDD facilities for appearance and functionality.
 - Cleanliness: department managers oversee the cleaning of their respective departments. General Manager inspections occur regularly and are unannounced.
 - Repair: Engineering department receives FMX work order requests for repair work as needed. FMX is administered by the General Manager's office.
- Coordinates controlled access gatehouses and roving patrol: meets with supervisor of contracted guard service weekly to discuss and resolve operational concerns. Coordinates roving patrol operations.
- Meets regularly with tennis manager and swim/fitness manager to discuss and resolve any homeowner related issues, employee issues, or department policies. Attends tennis committee meetings.
- Works with landscape manager to facilitate proper maintenance of grounds. CDD landscaping team also services Augustine Island.

Administers the work order system (currently FMX) to facilitate timely repairs and maintenance

- Decorative street light maintenance and repair.
- Street sign maintenance and repair.
- Street, sidewalk, and curb maintenance and repair.
- Storm water system maintenance and repair.
- Maintenance and repair administration of over 5,000 linear feet of raised boardwalks (including Tolomato River Boardwalk), 8+ miles of multi-use paths, and 6+ acres of playgrounds and passive park equipment.

Coordinates all emergency procedures regarding District facilities and operations

- Establishes and publicizes plans.
- Implements best practices and monitors equipment.
- Executes plan in live emergencies (tropical storms, hurricanes, wildfires, etc.).
- Directs/assists with evacuations mandated by St. Johns County Emergency Operations Center.
- Assists St. Johns County sheriff and/or fire rescue authorities and response teams as requested.
- Coordinates with FEMA as needed.
- Acts as District liaison with St. Johns River Water Management District.

Assists Board of Supervisors with preparation of annual operating budget

- Utilizes year to date expenses and vendor contacts to estimate expenses in the coming fiscal year.
- Communicates with department managers to obtain budget considerations for the upcoming year.
- Begins process after obtaining six months of data for current fiscal year.

Maintains positive relationship with ~~community~~District Property residents

- Responds to resident and public inquiries and concerns.
- Handles resident in-person visits and telephone calls, including new residents and renters.
- Greets visitors/residents to determine the nature of their visit and assists or directs them as necessary.
- Listens to resident concerns and handles accordingly by directing to appropriate staff members, entering maintenance issues into FMX ticket system (more than 700/year), providing answers to commonly asked questions, etc.
- Responds to emails from residents, vendors, and other parties.

District activities

- Understands Palencia North Master Declarations, the SCCDD, and its geography.
- Serves as on-site liaison for the St. Johns River Water Management District coordinating use of over 421 acres of wetland and upland conservation areas. Communicates with homeowner as needed for compliance issues.
- Advises Board of Supervisors of legal issues on behalf of ~~the District~~District.
- Coordinates work per the interlocal agreement between SCCDD and Marshall Creek CDD.

Primary point of contact for MCCDD Board of Supervisors

- ~~Florida-licensed Community Association Manager (CAM).~~Florida licensed Community Association Manager (CAM).
- Attends all MCCDD Board of Supervisors meetings monthly, interfaces with five board members:
 - Prepares monthly operations and roving patrol sheriff's reports for inclusion in the monthly meeting package.
 - Meets with all CDD staff to prepare for the meetings.
- Compiles monthly management report for publication to website and presentation at Board of Supervisors meeting. Management report includes:
 - Status and balance of all CDD operating accounts, reserve accounts, special assessment accounts, and investment accounts.
 - Top-line financial summary with significant variances highlighted and explained.
 - Status of District projects and initiatives.
 - Manager recommendations to the Board of Supervisors.
 - Management report is published on website to keep residents informed.



**COMMUNITY DEVELOPMENT DISTRICT
FACILITIES SERVICES CONTRACT**

THIS CONTRACT ("Contract") is made and entered into on _____, by and between **MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized pursuant to Chapter 190, Florida Statutes, hereby referred to as ("District" or "CDD"), and **FIRSTSERVICE RESIDENTIAL FLORIDA, INC.**, a Florida Corporation ("FirstService").

A. District owns, operates, and maintains certain lands and facilities located within and serving District ("District Property"), located at **US-1 and Palencia Village Drive, St. Augustine, FL 32095** in **St. Johns** County, which currently consists of approximately **1,648** owners of units/lots within District ("Units/Lots").

B. District desires to retain FirstService, and FirstService desires to be so retained, to manage the community facilities which include a fitness center, aerobics facility, three pools and adjacent pavilions, pool slide, tennis courts and building, storage building, guardhouses, gazebo, playgrounds, sports courts, signage, lighting, and various other structures, monuments, and equipment including but not limited to the common areas of District Property ("Community Facilities").

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration received by each party from the other, the receipt, adequacy and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **APPOINTMENT.** District hereby retains and appoints FirstService, and FirstService hereby accepts such retainer and appointment, on the terms and conditions hereinafter set forth.

2. **TERM AND TERMINATION.**

2.1 This Contract will commence on **January 1, 2022** and will continue for a term ending on the last day of **December, 2024** ("Initial Term"), subject to termination as provided herein.

2.2 In the event that either party defaults by failing to perform its obligations set forth in this Contract, the other may give 90 days' written notice of its intent to cancel with specific detail as to the alleged breach. Should the default not be cured within the 90 day period (or in the case of a default requiring more than 90 days to cure, unless reasonable steps have been taken to cure such default and such cure is diligently pursued thereafter), the non-defaulting party will have the right to cancel this Contract and/or the right to institute appropriate legal proceedings to recover such damages as allowed by law.

2.3 If allowed by applicable law, this Contract will automatically be extended after the Initial Term on an annual basis for successive 1 year renewal terms ("Extended Term").

A If either party desires that the Contract not automatically extend for another year, they will provide written notice of their intent to cancel at least 90 days prior to the expiration of the Initial Term or any Extended Term of this Contract.

B If an automatic annual extension is not allowed by law, the Contract will automatically be extended on a month-to-month basis until the termination of the contract. During the period of time when the Contract has been extended on a month-to-month basis, either party will have the right to terminate the Contract without cause upon 30 days' written notice to the other party.

3. **SERVICES.** During the term hereof, FirstService will assist District in performing the following services as requested by District, when and if needed and as limited by the hours as stipulated in Schedule I of this Contract, or as otherwise specified herein, to assist District, and will appoint at least 1 employee ("CAM") to effectuate same:

3.1 In addition to those employees of FirstService stipulated in Schedule I of this Contract, FirstService will employ and supervise such persons as needed "FirstService Employees" (which person or persons employed by FirstService may be on a part-time or full-time basis), utilize District employees, or engage as independent contractors working on behalf of District such persons, firms or companies necessary to properly maintain and operate the Community Facilities, according to FirstService's reasonable judgment, the budget of District and the directives of the board of supervisors ("Board of Supervisors"). District understands that all FirstService Employees will be employed as agents for District and any persons, firms or companies engaged by District will be engaged as independent contractors for District. FirstService will also assist District in coordinating the work of any CDD employees and any

independent contractors engaged by District with the day to day activities of District. However, under no circumstances will FirstService or an employee of FirstService be designated to serve as District's representative in any contract.

3.2 Approve all bills received by District, as needed or monthly, for services, work and supplies ordered in connection with maintaining and operating District, and forward, in a timely manner, all such proper bills to District Manager. FirstService will only be liable for late charges or penalties when directly caused by FirstService's failure to timely forward District's bills to District Manager except when District's funds are inadequate, the Board of Supervisors does not provide approval to FirstService in a timely manner, invoices are not received in a timely manner, or if FirstService is not made aware of the obligation. FirstService will not be responsible for late charges or penalties incurred from US postal or vendor processing delays.

3.3 With the approval of District Manager of District ("District Manager"), cause those portions of District Property to be maintained and repaired including, but not limited to, landscaping, painting, roofing, cleaning and such other ordinary and extraordinary maintenance and repair work as may be necessary consistent with the approved budget or as requested by District; provided, however, FirstService will not obligate District for any single item of repair, replacement, refurbishing or refurnishing, the cost of which exceeds the sum of \$1,000.00 without the prior approval of the Board of Supervisors, unless provided for in the approved budget of District. Notwithstanding anything contained herein to the contrary, FirstService will have the right, but not the duty, without first obtaining the approval of District, to make emergency repairs and replacements which, according to FirstService's reasonable belief, are required to eliminate or avoid danger to persons or to property, or as are necessary in FirstService's reasonable belief for the preservation and safety of District or for the safety of persons or in order to avoid suspension of any necessary service to District.

3.4 Purchase, as needed, on behalf of District, all supplies and materials as may be necessary or desirable for the maintenance, upkeep, repair, replacement and preservation of District Property. Such purchases will be made in the name of District.

3.5 All contracts will be approved in advance and executed by the Board of Supervisors. Other than with regard to any contract between FirstService and District, any contracts will be terminable by District upon not more than 30 days' notice. District acknowledges that within the scope of this Contract and in carrying out all of its duties and responsibilities hereunder, including but not limited to those set forth in this paragraph, FirstService is acting solely as an agent for District and, accordingly, any expenses or liabilities properly incurred by FirstService hereunder, whether in its name or that of District, will be the sole obligation of District and not that of FirstService. Neither FirstService nor any of its partners, stockholders, officers, directors, employees, servants or agents will be personally liable in any fashion for any contract made in compliance with the provisions of this Contract. The parties hereto acknowledge and agree that notwithstanding anything to the contrary contained herein or elsewhere in this Contract, FirstService will not perform, nor be expected to perform, the services which would normally be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by District.

3.6 Assist District Manager in preparation, annually, of a suggested operating budget for District setting forth an itemized statement of anticipated receipts and disbursements based upon the then current schedule for assessments and taking into account the general condition of District and District Property and Community Facilities and staffing requirements. FirstService will coordinate with District Manager to provide supporting documentation and information for the operating budget by May 1 of each year, and said budget will be prepared by District Manager. The budget will serve as a supporting document for the schedule of assessments.

3.7 Prepare and send all letters, reports and notices upon reasonable request by the Board of Supervisors of District, and attend **monthly** meetings of the Board of Supervisors.

3.8 Perform routine visual property inspections, **at a minimum of twice per month**, and make recommendations to the Board of Supervisors as to maintenance and improvements to District Property.

3.9 Maintain, enforce, execute, and advise of suggested changes to policies and procedures established by the Board of Supervisors.

3.10 Provide a monthly management report to the Board of Supervisors detailing the pending action items, resident concerns and correspondence, areas of concern requiring Board of Supervisors attention and direction and recommendations for Board of Supervisor consideration for replacement and repair of Community Facilities. With respect to any month in which the Board of Supervisors is holding a regularly scheduled meeting, the report will be provided at least 10 days prior to the meeting.

3.11 Monitor and supervise performance of contractors and vendors to ensure compliance with all agreements and contracts; provide a status report (as part of the monthly management report) for any matters with a term of 60 days or longer. At no time will FirstService be deemed responsible for failure of a contractor or vendor to provide service to District under this Contract. District hereby agrees to hold harmless FirstService for failure of any

contractor, vendor or contract service performed under this Contract, except as FirstService's duties defined hereunder. Additionally, District acknowledges that proper funding for all services provided under this Contract is the sole responsibility of District and FirstService has no liability or responsibility to complete services that were not properly budgeted or if funding is not available for such service.

3.12 FirstService will have access to the Community Facilities at all times as may be necessary so as to perform its duties hereunder.

3.13 The assumption of obligations by FirstService under this Contract is as agent of District and does not require FirstService to pay any of the costs and expenses which are the obligation of District, except as specifically assumed by FirstService in this Contract.

3.14 The records of District that are in FirstService's possession will be kept at the office of FirstService or at a location designated by FirstService, and will be available for inspection, and for review and audit. For extraordinary records inspection or production requests, FirstService may charge District actual costs incurred for the time required to produce documents and for the time of a representative of FirstService to oversee the inspection. FirstService will provide District with an estimate of the approximate charges prior to incurring said charges.

4. **DESIGNATION.** District will designate in writing a single individual who will be authorized to deal with FirstService on any matter relating to this Contract. In the absence of any such designation, the Chairman of the Board of Supervisors will have this authority. District will not interfere nor permit, allow or cause any of its Officers, Directors or members to interfere with FirstService in the performance of its duties or in the exercise of any of its powers hereunder.

5. **INSURANCE.** The insurance requirements set out in the following subparagraphs are independent from all other obligations of the parties to this Contract and apply whether or not required by any other provision of the Contract, and regardless of the enforceability of any other provisions of this Contract. If, at any time, either party hereto allows any of its required insurance policies to lapse, the other party may immediately terminate this Contract upon delivery of written notice to the other party.

5.1 District hereby agrees to maintain at all times and to provide evidence of the following insurance:

A. Commercial General Liability Insurance covering all premises and operations, including: (1) a minimum of \$1,000,000.00 each occurrence for bodily injury and property damage, (2) a minimum of \$1,000,000.00 general aggregate, (3) a minimum of \$1,000,000.00 products and completed operations, (4) a minimum of \$1,000,000.00 non-owned and hired auto liability, and (5) coverage must include contractual liability; assault and battery must be covered as a regular occurrence.

B. Public Officials'/Employment Practices Liability Insurance, including: (1) a minimum of \$1,000,000.00 per claim and aggregate applicable to the Public Officials' coverage section, (2) a minimum of \$1,000,000.00 per claim and aggregate applicable to the EPL coverage section, (3) retroactive date back to the inception date of District or coverage for full prior acts, and (4) must cover third party EPL claims

C. Workers' Compensation Insurance according to state statutory limits covering all employees, subcontractors, or volunteers of District, with employers' liability including: (1) a minimum of \$500,000.00 each accident for bodily injury, (2) a minimum of \$500,000.00 each employee for bodily injury caused by disease, and (3) a minimum of \$500,000.00 bodily injury caused by disease.

D. INTENTIONALLY OMITTED.

E. Fidelity Bond or crime coverage with a minimum of \$100,000.00 or such other minimum amount as may be required by applicable law.

F. All insurance carriers and/or excess of loss insurers and/or reinsurers must be rated A-IX or better, and must be licensed or authorized to do business in the State of Florida.

G. Prior to the commencement of work under this Contract, District will provide a current certificate of insurance providing evidence of the aforementioned insurance requirements. It is agreed by all parties that no work will commence under the terms of this Contract until the Certificate of Insurance is received and approved by FirstService. No later than the renewal date of any insurance policies required by this Contract, District will supply FirstService with a Certificate of Insurance showing evidence of renewal coverage in compliance with the terms of this Contract.

5.2 FirstService hereby agrees to maintain at all times and to provide evidence of the following insurance coverages:

A. Commercial General Liability Insurance, including: (1) a minimum of \$1,000,000.00 each occurrence for bodily injury and property damage, (2) a minimum of \$2,000,000.00 general aggregate, (3) a minimum of \$1,000,000.00 personal and advertising injury, (4) a minimum of \$1,000,000.00 products and completed operations, and (5) contractual liability coverage.

B. Commercial Auto Liability Insurance, including: (1) a minimum of \$1,000,000.00 combined single limit and (2) a minimum of \$1,000,000.00 non-owned and hired automobile liability.

C. Workers' Compensation Insurance according to state statutory limits covering all employees or subcontractors of FirstService, with employers' liability including: (1) a minimum of \$500,000.00 each accident for bodily injury, (2) a minimum of \$500,000.00 each employee for bodily injury caused by disease, and (3) a minimum of \$500,000.00 bodily injury caused by disease.

D. Umbrella or Excess Liability Insurance, including: (1) a minimum of \$5,000,000.00 each occurrence and aggregate and (2) providing follow-form coverage over the General Liability and Employers' Liability policies.

E. Crime policy with third party protection with limits of not less than \$1,000,000.00.

F. Prior to the commencement of work under this Contract, FirstService will provide a current Certificate of Insurance showing the coverages outlined above. District will be an additional insured for vicarious liability only on FirstService's Commercial General Liability and Commercial Auto Liability policies to the extent that FirstService is obligated to indemnify District pursuant to this Contract. On the renewal date of any insurance policies required by this Contract, FirstService will supply District with a new Certificate of Insurance in compliance with all terms of this Contract.

5.3 Waiver of Subrogation. District expressly waives all rights of subrogation against FirstService for damages or losses, regardless of whether or not covered by any insurance obtained by District or required to be obtained by District pursuant to this Contract. District's Required Policies will include an express waiver of subrogation either by endorsement or policy language. The waiver of subrogation will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged.

6. COMPENSATION AND COST REIMBURSEMENT.

6.1 District agrees to pay FirstService the sum(s) stipulated in Schedule I of this Contract per month ("Contract Price"), in advance on the first day of each month, or as otherwise stated in Schedule I. The Contract Price may be increased due to any increases in social security, Medicare, unemployment or other governmental imposed taxes or charges, and/or due to any increases in workers' compensation insurance rates as stipulated by NCCI, and will be a direct pass through to District as of the effective date of any such increase. **FirstService will provide District 60 days' written notice in advance of any such increase.** By agreement in writing by both parties, the administrative management fee payable to FirstService may be increased to the amount reflected each year in the operating budget as adopted and approved for the ensuing year. District will reimburse FirstService bi-weekly, in arrears, for actual wages paid (as per agreement by both parties) plus any labor rate and accrued benefits as stipulated in Schedule I if labor is provided on that basis. District agrees that all outstanding balances due in excess of 30 days will be assessed interest at the maximum rate as allowed by law on the unpaid balance. Further, if payments for on-site staff are more than 30 days delinquent, FirstService will have the ability, notwithstanding anything to the contrary contained in this Contract, to remove on-site staff members upon 7 days' written notice to District. During the period of time that on-site staff members have been removed from the property, FirstService will have no responsibility for performance of services under this Contract that would be performed by on-site staff members. Further, FirstService will not be liable to District, its members or to owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to FirstService's inability and/or failure to perform any of its duties and obligations under the Contract during the period of time when FirstService's on-site staff members have been removed from the property.

6.2 Any additional hours or staff, including, but not limited to staff needed to work for employees who take provided PTO, vacation or holiday time, or bonuses requested by District will be paid for at the individual's compensation plus labor rate as stipulated in Schedule I. Any non-exempt employee working in excess of 40 hours per week will be paid at time and one half. **Where reasonably possible, FirstService will obtain approval of District before any overtime hours are authorized.**

6.3 In addition, any on-site CAM or maintenance supervisor who is an employee of FirstService will be required to attend periodic off-site continuing education programs or training sessions arranged by FirstService. FirstService will attempt to arrange such sessions to minimize any inconvenience to District, and such sessions will be kept to a minimum.

6.4 Except as is otherwise expressly provided herein, District will pay or reimburse FirstService for all additional expenses (as are more specifically set forth by illustration only in Schedule II hereto, made a part hereof by this reference) which may be incurred by FirstService in providing services, materials and supplies immediately upon receipt of an invoice thereof, except that FirstService will not be entitled to reimbursement for salaries of officers of FirstService and general office overhead of FirstService, as said items are actually included within the Contract Price.

6.5 Without limiting the provisions of Paragraph 6.4, if District requests in writing that FirstService provide project coordination services to coordinate the project with the day-to-day affairs of District, FirstService may charge as follows:

A. For restoration of District Property after Acts of God and other insurable claims such as, without limitation, hurricanes, fire or floods, District agrees to reimburse FirstService for the additional administrative burden FirstService will incur in coordinating the repair and restoration process by contractors engaged by District with the day to day activities of District in such amount on which the parties will mutually agree in writing should District desire FirstService's involvement. FirstService may also charge such a cost to District for other construction projects undertaken by District which FirstService reasonably determines will create additional administrative burdens in such amount on which the parties will mutually agree in writing should District desire FirstService's involvement.

B. In the event of a natural disaster or other catastrophe, District will be billed an amount as the parties mutually agree for additional time the CAM spends on the property should District desire FirstService's involvement. Any amounts billed hereunder will be credited against the fee FirstService is entitled to receive under paragraph 6.5A.

7. **ENGAGEMENT OF EMPLOYEES BY DISTRICT.** District recognizes that FirstService (i) is engaged in the competitive community association management business, (ii) invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce, and (iii) has a legitimate business interest in protecting its employee resources and the investment it makes to develop and enhance those resources. Accordingly, District covenants and agrees that it will not, directly or indirectly, hire, employ, or otherwise engage any employees of FirstService, or former employees of FirstService, who provided services to District ("**FirstService Employees**"), prospective employees FirstService presents for consideration ("**FirstService Prospective Employees**") or contract with, or in any way engage, the services of any firms employing any FirstService Employees or FirstService Prospective Employees during the term of this Contract and for a period of 12 months following the end of the contract relationship between the parties hereto. Should District violate this paragraph, it agrees to pay, as liquidated damages, and not a penalty or buyout, the sum of 30% of the annual salary/wages of said FirstService Employees at time of termination or resignation of said employee(s) from FirstService, and the sum of 30% of the anticipated annual salary/wages of said FirstService Prospective Employees. District agrees that the afore-described liquidated damages are fair, equitable, and reasonable sums not disproportionate to the anticipated and probable injuries which would result from breach by District and appropriate to compensate FirstService for such contemplated injuries, the actual value of which are not certain and are currently difficult to ascertain. This paragraph will survive the termination or expiration of this Contract.

8. **NOTICES.** All notices required hereunder will be in writing and will be effective when deposited in the United States mail, with proper postage prepaid, certified mail, return receipt requested, or the date deposited via overnight carrier with a nationally recognized carrier (DHL, FEDEX, or UPS), and will be properly addressed:

To District:

Marshall Creek Community Development District
 12574 Flagler Center Boulevard, Suite 101
 Jacksonville, FL 32258
 Attn: Janice Eggleton Davis

To FirstService:

FIRSTSERVICE RESIDENTIAL FLORIDA, INC.
 2950 North 28 Terrace
 Hollywood, FL 33020
 Attention: David Diestel, President

With a copy to:

Kutak Rock LLP
 107 West College Avenue
 Tallahassee, FL 32301
 Attention: Michael Eckert

or to such other address or person as either party will, from time to time, designate for itself, in writing, to the other party, provided that notice of any change of address or contact person will not be effective until received.

9. **LIABILITY.**

9.1 District hereby expressly agrees and understands that FirstService will not be liable to District for any injury, loss or damage to person or property, unless caused solely by FirstService's own gross negligence or willful misconduct or material breach of this Contract. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), District will, and does hereby agree to indemnify and hold harmless FirstService, its affiliated or related entities, partners, officers, directors, agents, servants and employees from any liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations, claims and expenses, including, but not limited, to reasonable attorneys' fees and associated costs (whether pre-trial, at trial, mediation or at arbitration and/or in connection with any appeals) incurred, sustained, arising out of or connected with any injury to person or property, however caused unless caused solely by FirstService's own gross negligence, willful misconduct, or material breach of this Contract by FirstService, its affiliated entities, partners, officers, directors, agents, servants or employees.

9.2 FirstService will, and does hereby agree to indemnify and hold harmless District, its officers, agents, servants and employees from any liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations, claims and expenses, including, but not limited, to reasonable attorneys' fees and

associated costs (whether pre-trial, at trial, mediation or at arbitration and/or in connection with any appeals) incurred, sustained, arising out of or connected with any injury to person or property caused solely by FirstService's own gross negligence or willful misconduct or material breach of this Contract by FirstService, its affiliated entities, partners, officers, directors, agents, servants or employees.

9.3 In no event will FirstService be liable for consequential damages to District. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Contract, such legal limitations are made a part of the indemnification obligations and will operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations will continue in full force and effect.

9.4 The indemnification obligations under this Paragraph 9 will not be limited to damages, compensation or benefits payable under any insurance policies maintained by the parties. The provisions set forth in this Paragraph 9 will survive the expiration or termination of this Contract.

10. MISCELLANEOUS.

10.1 In any legal action arising from this Contract or connected herewith the prevailing party will be entitled to recover all costs and reasonable attorneys' fees incurred (whether pre-trial, at mediation, arbitration or trial and in any appeals).

10.2 In any litigation arising from this Contract, venue will be solely in St. Johns County, Florida.

10.3 INTENTIONALLY OMITTED.

10.4 No waiver of a breach of any of the covenants contained in this Contract will be construed to be a waiver of any succeeding breach of the same or any other covenant.

10.5 No modification, release, discharge or waiver of any provision hereof will be of any force, effect or value, unless in writing, signed by both of the parties to this Contract, their respective successors and assigns. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Contract or any addendum transmitted by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original executed copy of this Contract or addendum hereto for all purposes. Execution by FirstService must be by a president or any other executive officer as reflected in the records maintained by the Secretary of State.

10.6 If any term or condition of this Contract is, to any extent, invalid or unenforceable, the remainder of this Contract is not to be affected thereby and each term and condition of this Contract is to be valid and enforceable to the fullest extent permitted by law. This Contract will be construed in accordance with the laws of the State of Florida.

10.7 FirstService will be free to contract for similar services to be performed for other entities, wherever located, while it is under contract with District as long as FirstService's ability to perform its services and obligations for District will not be compromised or negatively impacted. Under no circumstances will this Contract provide the basis for District, or any of its members, officers, directors, agents or employees, to look to FirstService as its or their employer, or a partner or principal. Nothing in this Contract will be deemed to create or be construed as constituting a joint venture or partnership between District and FirstService. District, its members, officers, directors, agents or employees who are not direct employees of FirstService will not be entitled to, nor will they make any claim for, any benefits accorded to FirstService's employees, including, but not limited to, workers' compensation, vacation or sick pay

10.8 Except as otherwise set forth herein, this Contract constitutes the entire understanding and agreement between the parties hereto, supersedes all prior written or oral agreements with respect to its subject matter. Notwithstanding the foregoing, this Contract will not act to excuse any amounts due and unpaid under a previous contract between the parties, nor will this Contract act to extinguish any obligations from a previous contract between the parties which specifically survive the termination or expiration thereof. This Contract will be binding upon the parties hereto and their respective successors and assigns.

10.9 District represents and warrants that the execution, delivery and performance of this Contract by District will not conflict with, nor result in the breach of, any agreement, whether oral or written, document, indenture or other instrument to which District is a party or under which it is bound. District further represents and warrants that it has full power and authority to execute and deliver this Contract, and to perform the obligations hereunder, and that it has taken all actions necessary to authorize the execution, delivery and performance of this Contract. District also represents that it is not bound by the terms of any collective bargaining agreement and there has been no action taken by its employees which would subject District to the collective bargaining process under applicable labor laws. District is not aware of any labor organizing efforts involving its employees.

10.10 The parties hereto hereby acknowledge and agree that this Contract complies with Florida Statutes.

10.11 District agrees to provide a safe and healthy work environment for all employees provided by FirstService. If FirstService, in the exercise of its reasonable discretion, determines that there are conditions on or about District Property which pose a hazard to the safety and/or health of its employees, FirstService will have the ability, notwithstanding anything to the contrary contained in this Contract, to remove on-site staff members upon written notice to District. **Where possible, District will first be given 48 hours' notice and an opportunity to address the hazard.** During the period of time that on-site staff members have been removed from the property, FirstService will have no responsibility for performance of services under this Contract that would be performed by on-site staff members. Further, FirstService will not be liable to District, its members or to owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to FirstService's inability and/or failure to perform any of its duties and obligations under the Contract during the period of time when FirstService's on-site staff members have been removed from the property.

10.12 FirstService is not a landscape architect, architect or an engineer and does not provide these types of professional services under this Contract. Notwithstanding anything to the contrary in this Contract, it is not FirstService's responsibility to determine whether the height and location of the hedges, foliage, and/or other landscaping on the District Property is in compliance with all federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the District Property. FirstService disclaims any and all liability related to, arising out of or associated with the height and/or location of any hedges, foliage, or landscaping on or around the District Property and FirstService will have no liability for any claims or lawsuits related to, arising out of, or associated with the height and/or location of any hedges, foliage, or landscaping on or around District Property

10.13 In the event that FirstService will be required under any law or by any governmental agency to collect sales tax on any fees payable to FirstService hereunder, the amount of any such sales tax will be charged to and will be payable by District.

10.14 FirstService does not provide notary services. Any employee who notarizes a document is acting outside the scope of FirstService's employment. Accordingly, notwithstanding anything to the contrary contained in this Contract, District hereby agrees to defend, indemnify and hold harmless FirstService and its employees from any claims, demands, suits, etc., including, but not limited to reasonable attorney's fees and costs whether pre-litigation, or at the trial or appellate levels, if applicable, against it or them by any party, resulting from or related to the performance of the above services, except if caused solely by the gross negligence of FirstService.

10.15 **Force Majeure.** Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to amounts to be paid by Association for services provided by FirstService pursuant to this Contract (collectively, a "**Force Majeure**"), notwithstanding anything to the contrary contained in this Contract, will excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to FirstService by Association for services provided unless there is an event causing banking or financial institution closures), that time period will be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing will not be interpreted as extending the term or renewal term of this Contract.

11. **DISCLOSURE.**

11.1 **In General.** Association is the ultimate decision maker for the purchase of goods and services and the selection of the vendors for the property. In connection with its duties under this Contract, FirstService will recommend to Association the purchase of goods and services from various vendors, some of whom may be affiliates of FirstService or businesses with which FirstService has a contractual or other relationship under preferred vendor programs. Association is not obligated to engage FirstService's preferred vendors or any other recommended provider. FirstService endeavors to develop affiliated and preferred vendor programs which address the needs of its clients and which focus on bringing value to its clients. FirstService and the current subsidiary/related companies providing services in Florida are: FirstService Financial, Inc.; FS Insurance Brokers, Inc.; Luke Brothers, Inc.; Luke's Landscaping, Inc. d/b/a All Florida Pest Control; APS of Hollywood LLC d/b/a American Pool Service; LIV unLtd, LLC; The Amenity Collective, LLC; California Closets operating under various fictitious names and/or related entities; Floorcoverings International, Ltd.; College Pro Window Cleaning, Inc.; Certa ProPainters Ltd.; Paul Davis Restoration, Inc. and all franchisees and related entities; Advanced Fire and Security, Inc.; Century Fire Protection, LLC; Super Restoration Service Co., LLC d/b/a Super Restoration; FirstService Residential Delta, Inc.; Heartline Fitness Products, Inc.; Interstate Restoration, Inc. and its affiliates; Rolyn Companies, Inc.; Commercial Fire & Communications, Inc.; and Swim Club Management Group, Inc.

11.2 FirstService Financial. FirstService Financial, Inc. and its subsidiary FS Insurance Brokers, Inc. (collectively, "**FirstService Financial**") are affiliates of FirstService that were formed for the purpose of aggregating the buying power of properties managed by FirstService and its affiliates. FirstService Financial develops banking and insurance programs that are offered exclusively to clients of FirstService and its affiliates. FirstService Financial may receive fees or commissions from their banking and insurance partners for their assistance with the development, placement, servicing and maintenance of these programs.

11.3 Third Party Screening and/or Vendor Compliance. If Association selects a screening company which uses FirstService to assist in the screening process and/or the secure storage of screening reports, FirstService may be reimbursed by the screening company in an amount as FirstService and the screening company may mutually determine. FirstService may use a third party to assist with vendor compliance. In such event, FirstService may be reimbursed by the third party in an amount as FirstService and the third party may mutually determine.

12. SPECIAL TERMS.

12.1. Manager Performance.

A. FirstService will arrange at District's expense for compliance in all material respects to the extent practicable with any statutes, ordinances, laws, rules, regulations, orders or determinations affecting or issued in connection with the Community Facilities. FirstService will immediately notify District Manager should it discover any issues or concerns that affect the public's health, safety and welfare. With the consent of District, or as authorized by this Contract, FirstService will make arrangements for any alterations as required thereby.

B. FirstService will have employees available to promptly respond 24 hours per day 7 days per week to any emergencies or other situations requiring immediate attention as determined by the Board of Supervisors. FirstService will provide the Board of Supervisors with cell phone numbers at which such employees may be contacted at all times.

C. In providing the services set forth herein, FirstService will use approved and effective chemicals in strict compliance with all labeling provisions and state and federal environmental guidelines. Further, FirstService will take any action necessary to promptly comply with any and all orders or requirements affecting the Community Facilities placed thereon by any governmental authority having jurisdiction. However, FirstService will not take any action under this paragraph if District is contesting or has affirmed its intention to contest any such order or requirement. FirstService will promptly and in no event within more than forty-eight (48) hours notify District in writing of all such orders or requirements.

D. All purchases and dispositions made by FirstService will be in accordance with and subject to District's procurement and purchasing policies, Rules of Procedure, and subject to all requirements for procurement and purchases imposed by Florida law.

E. All rates, fees, and charges proposed by FirstService must be adopted by District in accordance with its Rules of Procedure and Chapter 190, Florida Statutes. FirstService agrees that it will not implement or modify any rate, fee or charge without meeting these requirements.

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

IF FIRSTSERVICE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIRSTSERVICE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS

CUSTODIAN AT (954) 282-0081, SANDRA.DEMARCO@INFRAMARK.COM, OR AT 210 N UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071.

12.3 **Limitations of Liability.** FirstService agrees that nothing in this Contract will serve as or be construed as a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or any other laws. District agrees that nothing in this Contract will serve or be construed as a waiver of the limitations of liabilities contained in section 768.28, Florida Statutes, to the extent that FirstService is deemed to be an agent of District.

12.4 **Engagement of Employees Exclusion.** The provisions set forth in Paragraph 7 of this Contract do not apply to any personnel employed by District prior to the inception of the relationship between District and FirstService, which personnel are as follows: **Jack Adzema, Kathleen Andrews, Autumn Baker, Eliza Balazic, Julie Balazic, Riley Balazic, William Barnes, Cheryl Blythe, Joanne Booher, Sara Brady, Hunter Brooks, Brittney Burgess, Hayley Capitano, Ryan Dalton, Dallas Demore, Kelli Dodd, Kevin Elliott, Chris Emerson, Tyler Emmett, Anthony Fagan, Maxwell Fine, Anthony Giordano, Jeff Golden, Jevon Green, Erin Gunia, Mary Heath, Petal Hinkle, Roy Hutcherson, Max Jackson, Chance Jordan, Melissa Kalke, Kenneth Keene, Matthew Kerekes, Ava King, Piper King, Ryan Kirk, Emily Kuhn, William Lee, Scott Lefteris, William Lessig, Robert Linkletter, Timothy Ludwig, Karyn Lynch, Larry Shane Mahn, Sierra Maingot, Paul Masters, Keith Matthews, and Carlos Maymi.**

12.5 **Bid Requests.** FirstService will use its best efforts to obtain multiple written qualified proposals for bids requested by the Board of Supervisors. FirstService will disclose any affiliated or related companies or divisions ("FirstService Affiliate") with all contracts submitted for District's consideration from a FirstService Affiliate during the bidding process.

12.6 **FirstService Responsibilities.** Further illustration of responsibilities for FirstService are set forth by illustration only in Schedule III hereto. All tasks are subject to the stipulated weekly hours as set out in Schedule I.

SECURITY DISCLAIMER. FirstService will not in any way be considered an insurer or guarantor of security within the property. Neither will FirstService be held liable for any loss or damage by reason of failure to provide adequate security nor for ineffectiveness of security measures undertaken. The Board of Supervisors on behalf of District, owners and occupants, tenants, guests and invitees, as applicable, acknowledge that FirstService does not represent or warrant that any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices, security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services will provide the detection or protection for which the system is designed or intended. The Board of Supervisors on behalf of District, each Owner and occupant of any dwelling and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that FirstService is not an insurer and that each Owner and occupant of any Unit/Lot and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Units/Lots and to the contents of Units/Lots and further acknowledges that FirstService has made no representations or warranties nor has District, any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services recommended or installed or any security measures undertaken within the property.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written:

Witness as to District:

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

Signature

Signature

Printed Name

Printed Title

Witness as to FirstService:

FIRSTSERVICE RESIDENTIAL FLORIDA, INC.

Signature

Signature

Printed Name

Printed Title

**SCHEDULE I – CONTRACT PRICE
MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
1,648 Units/Lots**

ADMINISTRATIVE MANAGEMENT

Includes supervising regional director

EFFECTIVE

January 2022

MONTHLY

\$5,000.00

Post term 5% annual increase if Contract is extended after Initial Term (rounded to nearest dollar)

ON-SITE STAFF (IF APPLICABLE)

The on-site staff will consist of the following positions to be provided by FirstService. This is the minimum staffing and may only be increased upon prior written approval of District and FirstService:

<u>Position</u>	<u>Minimum Hours Per Week</u>	<u>Labor Rate</u>
Licensed CAM (General Manager)	Full-time	21 %
Assistant Manager	40	21 %
Any additional administrative	Per mutual approval	21 %
Any additional concierge/front desk	Per mutual approval	21 %
Any additional non-administrative	Per mutual approval	21 %

The labor rate as stipulated above is a percentage of and is added to the wages paid and includes, but is not limited to, social security tax, federal/state unemployment tax, workers' compensation insurance, FirstService's contribution to employee 401(k) benefit, pre-employment screening, recruitment expense, payroll processing and human resource administration.

Eligible on-site staff will receive the following minimum benefits (if District elects eligible full-time employees of FirstService for a part-time position at District, these benefits will be on a pro rata basis):

1. Standard health care benefits will be offered to all eligible on-site staff members who are employees of FirstService, with District and the employee each paying a portion of the cost. The monthly amount District will be responsible for in 2022 for each eligible on-site staff member who elects coverage is \$650.00, which is inclusive of the costs associated with the benefits. This amount will be referred to as the "**Monthly Benefit Payment**" and is subject to increase on an annual basis and is due in full as to any employee that elects coverage and is employed as of the first of the month. There is no credit or pro rata return of any portion of the Monthly Benefit Payment should an employee resign, be terminated or transferred after the first of the month. Employees are entitled to standard health care benefits while on FMLA leave. Employees who elect coverage will have the option to select alternate medical plans offered by FirstService and/or add dependents.

2. District is responsible to pay for employees paid time off provided by FirstService's policies, including but not limited to holidays, accrued vacation, and personal time off ("**PTO**") as stipulated in FirstService's standard employment policies, up to and including the termination of this Contract or transfer of the employee from this District Property.

SCHEDULE II
MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

- A. The following office expenses will be charged to and become a cost of District and will be reimbursed to FirstService. These office expenses will be substantiated with back-up documentation itemizing each charge. These expenses are subject to increase upon 30 days' written notice to District.
1. **Except for litigation directly between District and FirstService:** Litigation support services (including but not limited to court appearances, preparation, production of documents, discovery, meetings with counsel, depositions, etc.) at \$75.00 per hour for staff, at \$250.00 per hour for senior staff, and at \$300.00 per hour for officers of FirstService). This provision will survive the termination or expiration of this Contract.
 2. In the event the governing municipality imposes a charge for a business tax receipt, occupational license or similar charge related to FirstService's performance of services for District from District's on-site management office, the actual charge will be paid by District.

SCHEDULE III

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

CDD Assistant Manager

Manages resident relations for new owners and residents

- Conducts new resident registration process and orientation session (estimated 3-5 per week).
- Provides information package to new owners, including emergency phone numbers, payment coupon information, and the contact information for property management.
- Manages resident database updates (estimated at more than 640 per year).
- Enters resident information into resident database.
- Maintains resident directory and email list.
- Provides visitors with general information about the District Property, its amenities, and the area.
- Maximizes resident satisfaction levels to support the ongoing integrity and reputation of the Palencia community.
- Provides potential residents and real estate agents information regarding POA and CDD fees.
- Prepares welcome letters and packages for new property owners.
- Updates website for general issues and publishes e-blasts as needed (approximately 300 e-blasts/year).
- Responds and follows up with homeowner and resident requests.
- Contact methods include in-office visits, phone calls, emails, and website requests.
- Supports amenity and tennis operations including POS system, inventories and resident IDs (card systems).
- Processes incoming/outgoing mail.

Manages access device process and software

- Issues amenity cards and reprints amenity cards (estimated more than 500 per year).
- Issues vehicle decals (estimated more than 1,000 per year).
- Maintains vehicle decal databases in access device software (DoorKing and CMS).

Processes CDD invoices; administers accounts payable and cash receipts process

- Reviews insurance certificate for licensed contractors, confirms the limits meet District requirements, confirms contractor is fully licensed, and receives a W9 from all contractors.
- Reviews invoices and charges to District by vendors and contractors. Codes to appropriate GL account for payment in accordance with established accounts payable schedule (minimum of 50 invoices weekly).
- Monitors any budget variances throughout the year and alerts General Manager to provide explanations to the Board of Supervisors during monthly meetings.
- Handles miscellaneous bank deposits (tennis daily deposits, swim lessons, summer camp, FEMA reimbursements, impact fees, vehicle decals, and replacement cards).

Maintains and updates CDD website

- Posts meeting minutes.
- Posts monthly management reports and monthly financial reports.
- Posts executed copies of District contracts and insurance policies.
- Utilizes communication tools to keep owners informed and involved.

Administers the work order system (currently FMX) to facilitate timely repairs and maintenance

- Decorative street light maintenance and repair.
- Street sign maintenance and repair.
- Street, sidewalk, and curb maintenance and repair.
- Storm water system maintenance and repair.
- Maintenance and repair administration of over 5,000 linear feet of raised boardwalks (including Tolomato River Boardwalk), 8+ miles of multi-use paths, and 6+ acres of playgrounds and passive park equipment.

Serves as primary human resources contact for all employees

- Processes bi-weekly payroll for approximately 50 employees. The number of employees increase seasonally for summer camp and additional lifeguards as needed.
- Oversee many human resources responsibilities including:
 - Time off management
 - Facilitation of workers comp claims
- Coordinates staff appreciation annual recognition events.
- Administers safety programs and supports department managers with implementation.

CDD General Manager

General management

Provides day-to-day management for the operation, maintenance, and management of CDD property and activities in accordance with bond covenants. In addition to the services provided to Marshall Creek Community Development District (MCCDD), also provides services per the interlocal agreement to the Sweetwater Creek Community Development District (SCCDD).

Coordinates fiscal and physical operation of CDD property between its five departments

- Property Owners District (POA)
- Engineering, repairs, and maintenance department
- Landscaping and grounds management
- Tennis facility operations
- Swim and fitness facility operations

Coordinates all on-site personnel

- Regular staff meetings with all department managers, both individually and as a group.
- Recruiting – assists department managers with recruiting for higher level positions.
- Training – assists department managers with the onboarding and training of employees.
- Coordinates performance evaluations – conducts annual evaluations for FirstService department managers. (Department managers conduct evaluations for their respective staffs.)
- Interface with District's attorney and District's engineer as required.

Inspects and evaluates CDD facilities, grounds, amenities, and property

- Conducts regular inspections of all CDD facilities in following areas:
 - Operations: regular inspections of all CDD facilities for appearance and functionality.
 - Cleanliness: department managers oversee the cleaning of their respective departments. General Manager inspections occur regularly and are unannounced.
 - Repair: Engineering department receives FMX work order requests for repair work as needed. FMX is administered by the General Manager's office.
- Coordinates controlled access gatehouses and roving patrol: meets with supervisor of contracted guard service weekly to discuss and resolve operational concerns. Coordinates roving patrol operations.
- Meets regularly with tennis manager and swim/fitness manager to discuss and resolve any homeowner related issues, employee issues, or department policies. Attends tennis committee meetings.
- Works with landscape manager to facilitate proper maintenance of grounds. CDD landscaping team also services Augustine Island.

Administers the work order system (currently FMX) to facilitate timely repairs and maintenance

- Decorative street light maintenance and repair.
- Street sign maintenance and repair.
- Street, sidewalk, and curb maintenance and repair.
- Storm water system maintenance and repair.
- Maintenance and repair administration of over 5,000 linear feet of raised boardwalks (including Tolomato River Boardwalk), 8+ miles of multi-use paths, and 6+ acres of playgrounds and passive park equipment.

Coordinates all emergency procedures regarding District facilities and operations

- Establishes and publicizes plans.
- Implements best practices and monitors equipment.
- Executes plan in live emergencies (tropical storms, hurricanes, wildfires, etc.).
- Directs/assists with evacuations mandated by St. Johns County Emergency Operations Center.
- Assists St. Johns County sheriff and/or fire rescue authorities and response teams as requested.
- Coordinates with FEMA as needed.
- Acts as District liaison with St. Johns River Water Management District.

Assists Board of Supervisors with preparation of annual operating budget

- Utilizes year to date expenses and vendor contacts to estimate expenses in the coming fiscal year.
- Communicates with department managers to obtain budget considerations for the upcoming year.
- Begins process after obtaining six months of data for current fiscal year.

Maintains positive relationship with District Property residents

- Responds to resident and public inquiries and concerns.
- Handles resident in-person visits and telephone calls, including new residents and renters.
- Greets visitors/residents to determine the nature of their visit and assists or directs them as necessary.
- Listens to resident concerns and handles accordingly by directing to appropriate staff members, entering maintenance issues into FMX ticket system (more than 700/year), providing answers to commonly asked questions, etc.
- Responds to emails from residents, vendors, and other parties.

District activities

- Understands Palencia North Master Declarations, the SCCDD, and its geography.
- Serves as on-site liaison for the St. Johns River Water Management District coordinating use of over 421 acres of wetland and upland conservation areas. Communicates with homeowner as needed for compliance issues.
- Advises Board of Supervisors of legal issues on behalf of District.
- Coordinates work per the interlocal agreement between SCCDD and Marshall Creek CDD.

Primary point of contact for MCCDD Board of Supervisors

- Florida licensed Community Association Manager (CAM).
- Attends all MCCDD Board of Supervisors meetings monthly, interfaces with five board members:
 - Prepares monthly operations and roving patrol sheriff's reports for inclusion in the monthly meeting package.
 - Meets with all CDD staff to prepare for the meetings.
- Compiles monthly management report for publication to website and presentation at Board of Supervisors meeting. Management report includes:
 - Status and balance of all CDD operating accounts, reserve accounts, special assessment accounts, and investment accounts.
 - Top-line financial summary with significant variances highlighted and explained.
 - Status of District projects and initiatives.
 - Manager recommendations to the Board of Supervisors.
 - Management report is published on website to keep residents informed.

4D.

MARSHALL CREEK COMMUNITY DEVELOPMENT BONUS & COMPENSATION POLICY

General Guidelines

- The bonus program is intended to apply to Marshall Creek Community Development District (“CDD”) employees and independent contractors providing general management services.
- The bonus program payout is not guaranteed pay. It is subject to funding, performance, management discretion, and may be discontinued at any time.
- The CDD chairman will conduct evaluations on the independent contractor(s) providing general management services. The general manager will conduct evaluations on all CDD-employed directors and CDD employees.
- The provisions, application, and rewards of this bonus program are not subject to any grievance or dispute procedure.
- The bonus evaluation period will run from January 1st to December 31st.
- See **Exhibit A** for evaluation forms, as may be amended from time to time.

District Employee Bonuses

- This bonus is available to landscaping employees, amenity center employees, camp staffers, life guards, and other similar types of employees.
- Each measure goal identified by the general manager will be scored on a scale of 1 to 5 with 5 being the highest.
- Every employee with an average performance goal of 3 or higher shall be eligible for an annual bonus.
- Employee bonuses shall be awarded in December of each year and shall be in an amount equal to \$25 x [years of service]. Partial years of service shall be rounded up.
- Example: Jack was hired in May 2017. In December 2017, Jack would be eligible for up to a \$25 bonus, assuming an average performance goal of 3 or higher. In December 2020, Jack would be eligible for a \$100 bonus, assuming an average performance goal of 3 or higher.

Director Bonuses

- This bonus is available to director level district employees which oversee specific departments, specifically the Director of Landscape Maintenance, Director of Swim and Fitness, and Director of Engineering. The bonus is not available to director level employees which receive revenue in addition to their base pay in connection with private lesson fees or similar supplemental compensation.
- Director bonuses will be awarded on the hiring anniversary of each director and shall be in an amount not to exceed 8% of the director's annual compensation.
- The bonus shall be based on performance as rated by the General Manager. Performance includes staff management skills, record keeping, equipment/facility condition, resident satisfaction and overall quality of the work.

General Manager Bonuses

- This bonus is available to the general manager and property manager, whether employed by the District or employed as an independent contractor.
- General manager bonuses will be awarded on the hiring anniversary of the individual or company and shall be in an amount not to exceed 8% of the respective annual compensation of the general manager and property manager.
- The bonus shall be based on performance as rated by the Board Chairman. Performance includes staff management skills, record keeping, equipment/facility condition, resident satisfaction and overall quality of the work.

Sixth Order of Business

Marshall Creek CDD
Operations Report for January 2022 Meeting

Notables:

- **COMPLETED:** The amenity parking lot will be seal coated on December the 9th. This was rescheduled from November 23rd. **NOTE:** As a result of the rescheduling All Asphalt will be completing this for half the cost. Engineering staff will complete all the striping in-house the following day.
- **COMPLETED:** A short punch list has been created, but 99% of the street trees have been completed. Homeowners' Street trees are currently being trimmed by Lucas Tree Service. This started on November 3rd. The trees are on schedule to be completed by the end of the year.
- **COMPLETED:** Well 4 Update: Partridge has completed the installation of the well. The only thing left is to install the drive. This will be completed by an electrician.
- **WE ARE LIVE!** Our new amenity swipe card system is LIVE. We are doing a soft transition with the issuing of new cards and/or key fobs. We have worked closely with Dowling Douglas to import all the previous information and pictures to make this process seamless for our residents. Our new system will work in a similar manner for our members but will have more capabilities for management (login options, tennis access option and reporting options).
- **Included in the package (Redline and Final Draft):** Draft Palencia Lifestyle Club Operating Policies have been drafted in full and distributed. Legal counsel has responded with comments. A sperate email with legal changes/insertions will be sent via email prior to the January CDD Meeting.

Administration:

- I have requested that Inframark connect us with the right parties to explore the possible re-financing of our CDD bonds. It is wise for us to explore if we are eligible to secure a lower rate.
- Holiday luncheon for all employees was hosted on December 8th. What a wonderful time of fellowship and appreciation before the holidays. Thank you for always supporting this and attending when possible.
- Open positions in the district are continually being posted through FirstService, Indeed, Marketplace and Craigs List.
- Lake and Pond Remediation reports are completed and emailed for the month of December.
- Weekly staff meeting held with the CDD department heads.
- Bi-weekly landscaping ride. A list has been being communicated to Jim.
- Bi-weekly engineering ride. A list has been communicated to Shane.

- SJSO schedule created and communicated to our scheduler for the month of January.
- SJSO Violation log and back-up reports for December are included for you to reference.
- Speed signs have completed their 60-day cycles on North Loop PKWY and have been moved to Market Street for January and February.
- Radar sign speed data has been completed for the month of December.

Amenities Report:

Community Events that occurred in December:

- Tree Lighting
- Taco Tuesday
- Monday Night Football
- Mammogram bus was cancelled and rescheduled
- Self Defense Class

Upcoming Events:

- Taco Tuesday
- Gym Orientations
- OneBlood Bus
- Shred Truck
- Food Truck Friday/Artisan Night

Clubs-attendance and interest increase. A walking club and knitting club are in the first stages of development.

Rentals-reservations increasing

Fitness Center Report:

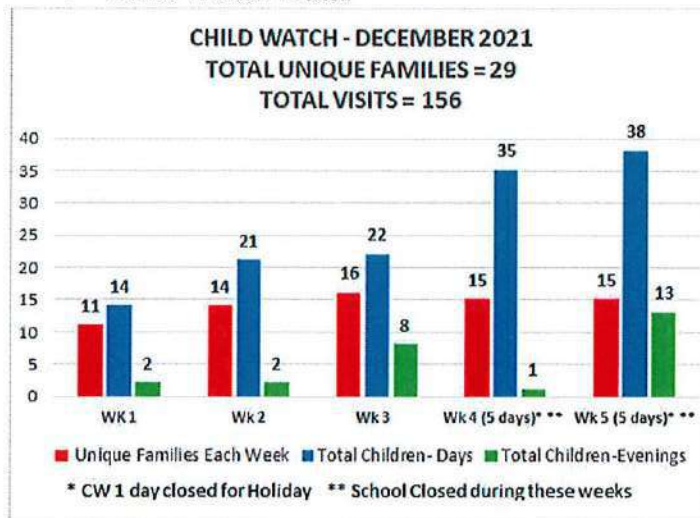
R&M Building/Pool

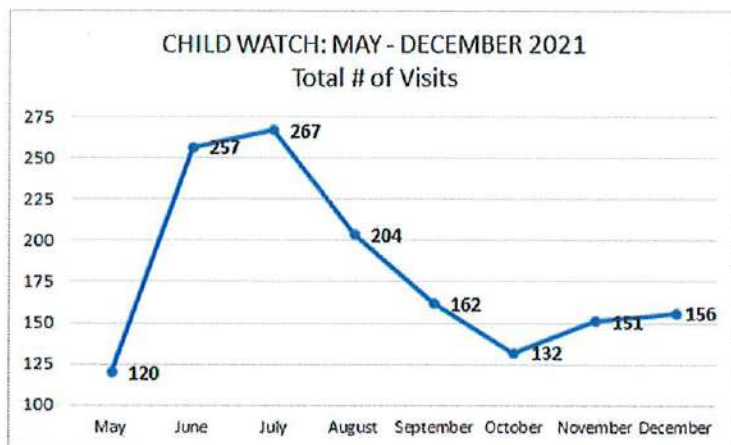
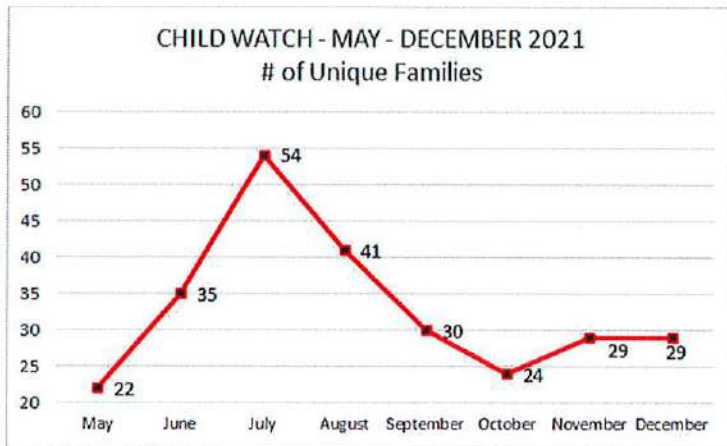
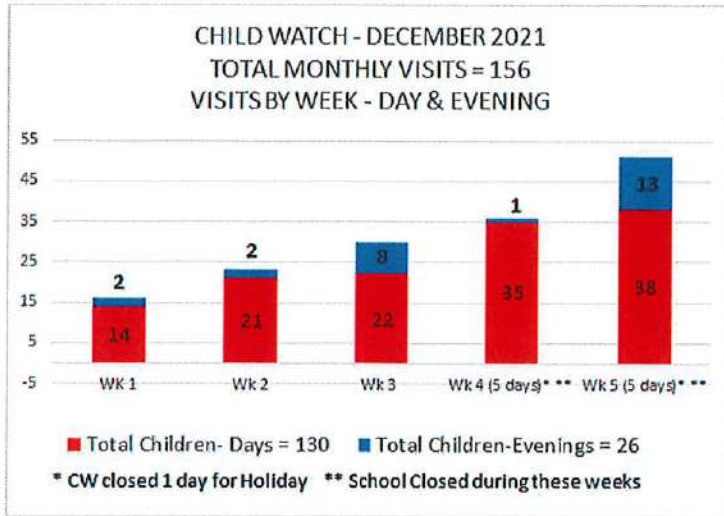
- Soft opening of new Swipe in system
- New Group Fitness class
- Decorations for Holidays
- Replaced existing No-slip grip at the entrance of the building
- Minor Equipment Repairs: Elliptical repair, Pad replacements, head phone jack and cable replacements
- Swim Team had holiday hours and the team was critical with getting the tarps on the pool in the evenings.
- Winter Pool Hours:
Monday-Friday: 7:00 am-6:30 pm

Saturday: 9:00 am-6:00 pm
 Sunday: 8:00 am-6:00 pm

Actions:

- Training with the new resident Swipe-in system
- Reservations and details made for future events
- Met with Vendors and Contractors regarding gym upgrades and changes
- Sweetwater Meeting
- Group Fitness Participant data-Attendance Increasing
- Child Watch Data:





E-Blast sent to our residents with the following topics:

- Sealcoating: Parking Lot Closed
- Holiday Hours

Gates:

- Monthly conference call with account manager to ensure all post orders are being followed and any misc. items are addressed if needed.

Engineering report from Shane:

- Ongoing: Pressure washing of community.
- Ongoing: Audits, grinding, and sidewalk replacements.
- Ongoing: Street striping (crosswalks, stop bars).
- Promenade sidewalk repairs are currently taking place.
- Quotes for promenade railing replacement are currently being obtained.
- After the parking lot sealcoating was completed, the Engineering Department striped new parking lines in house.
- South Loop fence has been replaced, primed and painted in-house.
- The Engineering Department completed 6 planned maintenance tasks and 7 maintenance requests.

Landscape report from your Landscaping Director:

- Flower install in all beds and pots.
- Felled five dead pine trees on North Loop Pkwy, and three dead pines in the last island at the end of boardwalk #5.
- Wood line cut back common areas.
- Changed the foot valve on North River pump.
- Pulled the flow meter and cleaned at North River pump.
- Installed a new irrigation controller at Monterey.
- Installed a new irrigation controller at Costa del Sol.
- Adjusted irrigation to accommodate a new flower bed at Village Lakes East.
- Repaired a 1 ¼" irrigation zone line North River.
- Repaired vandalized irrigation risers on North Loop Pkwy.
- Hand watered North Loop Pkwy, flowers at roundabout, and flowers at South Loop guardhouse.
- Monthly irrigation inspections.
- Moved irrigation 3" mainline to accommodate the new North Loop well.
- Direct drive has been installed at the new well on North Loop. Partridge Well has hooked everything up and we are now up and running.

Tennis:

- Dates for the upcoming Palencia Charity Tennis Event are April 8th-10th.
- Preparing for our upcoming social event, scheduled for Friday evening January 28, 2022.
- Held a year end pizza tournament for the Juniors...Had over 35 kids participate in the event.
- Completely resurfacing courts 9 & 10...Also receiving quotes on repairing fencing around the tennis courts.

6A

MCCDD Board Supervisors "SPEEDERS" Report North Loop ENTRY

December 2021

Rank	MPH	Radar Sign Location	Date of MPH	Day of the Week	Time of Recorded Speeder	Yes/No SJSO
1	61	N Loop ENTRY	17-Dec	Friday	1:00:00 AM	Yes
2	54	N Loop ENTRY	18-Dec	Saturday	4:00:00 PM	Yes
3	52	N Loop ENTRY	6-Dec	Monday	10:00:00 PM	No
4	51	N Loop ENTRY	11-Dec	Saturday	4:00:00 PM	Yes
5	51	N Loop ENTRY	5-Dec	Sunday	8:30:00 AM	Yes
6	47	N Loop ENTRY	19-Dec	Sunday	3:30:00 PM	Yes
7	46	N Loop ENTRY	1-Dec	Wednesday	2:30:00 PM	Yes
8	46	N Loop ENTRY	3-Dec	Friday	11:00:00 PM	Yes
9	46	N Loop ENTRY	13-Dec	Monday	8:00:00 PM	No
10	45	N Loop ENTRY	4-Dec	Saturday	12:30:00 AM	Yes
11	45	N Loop ENTRY	6-Dec	Monday	9:00:00 AM	No
12	45	N Loop ENTRY	9-Dec	Thursday	3:30:00 PM	Yes
13	45	N Loop ENTRY	9-Dec	Thursday	11:30:00 PM	Yes
14	45	N Loop ENTRY	10-Dec	Friday	12:00:00 AM	Yes
15	45	N Loop ENTRY	16-Dec	Thursday	3:30:00 PM	Yes
16	45	N Loop ENTRY	17-Dec	Friday	5:30:00 PM	Yes
17	44	N Loop ENTRY	8-Dec	Wednesday	3:30:00 PM	Yes
18	44	N Loop ENTRY	16-Dec	Thursday	8:00:00 AM	Yes
19	44	N Loop ENTRY	17-Dec	Friday	11:30:00 AM	Yes
20	43	N Loop ENTRY	5-Dec	Sunday	7:30:00 AM	Yes
21	43	N Loop ENTRY	6-Dec	Monday	10:00:00 AM	No
22	43	N Loop ENTRY	8-Dec	Wednesday	2:00:00 PM	Yes
23	43	N Loop ENTRY	9-Dec	Thursday	12:00:00 AM	Yes
24	43	N Loop ENTRY	9-Dec	Thursday	9:00:00 AM	Yes
25	43	N Loop ENTRY	13-Dec	Monday	7:00:00 PM	No
26	43	N Loop ENTRY	14-Dec	Tuesday	8:30:00 AM	Yes
27	43	N Loop ENTRY	14-Dec	Tuesday	7:00:00 PM	Yes
28	43	N Loop ENTRY	17-Dec	Friday	11:30:00 PM	Yes
29	43	N Loop ENTRY	18-Dec	Saturday	1:00:00 PM	Yes
30	43	N Loop ENTRY	18-Dec	Saturday	9:00:00 PM	Yes
31	43	N Loop ENTRY	19-Dec	Sunday	10:00:00 AM	Yes
32	43	N Loop ENTRY	19-Dec	Sunday	7:00:00 PM	Yes

MCCDD Board Supervisors "SPEEDERS" Report: N Loop ENTRY

December 2021						
Date	Vehicle Count	# of Violators	Top Speed	Day of the Week	% of Violators to Total Vehicles	SJSO Comments
12/1/2021	1369	124	46	Wednesday	9%	3 verbal warnings for stop sign violations.
12/2/2021	1385	114	41	Thursday	8%	2 verbal warnings for juveniles driving golf carts with no ID, 2 written warnings for stop sign violations, 2 written warnings and 1 citation (36/30, 33/25, 36/25) for excessive speed.
12/3/2021	1579	111	46	Friday	7%	7 verbal warnings juveniles driving golf carts and 1 stop sign violation.
12/4/2021	1126	112	45	Saturday	10%	1 verbal warning for excessive speed.
12/5/2021	969	112	51	Sunday	12%	3 written warnings for stop sign violations.
12/6/2021	1360	122	52	Monday	9%	N/A
12/7/2021	1332	122	41	Tuesday	9%	5 verbal warning for stop sign violations.
12/8/2021	1279	134	44	Wednesday	10%	3 verbal warnings for faulty equipment
12/9/2021	1348	119	45	Thursday	9%	3 verbal warning for stop sign violations.
12/10/2021	1384	144	45	Friday	10%	no violations
12/11/2021	1189	111	51	Saturday	9%	2 verbal warning for stop sign violations.
12/12/2021	901	119	41	Sunday	13%	1 verbal warning to 10 y/o driving golf cart.
12/13/2021	1367	125	46	Monday	9%	N/A
12/14/2021	1424	110	43	Tuesday	8%	1verbal warning for illegal parking, 1 verbal and 1 written warning for stop sign violations.
12/15/2021	1402	136	41	Wednesday	10%	2 verbal warning to golf carts for stop sign violations.
12/16/2021	1418	152	45	Thursday	11%	3 verbal warning for juveniles driving LSV, 2 verbal warnings and 1 written warning for stop sign violations, 1 parking citation for illegal parking.
12/17/2021	1423	129	61	Friday	9%	1 verbal warning to a pedestrain and 2 verbal warning for parking illegally.
12/18/2021	1212	128	54	Saturday	11%	1 verbal warning to bicyclist, 1 verbal warning for excessive speed and 1 verbal warning for stop sign violation.
12/19/2021	832	120	43	Sunday	14%	2 verbal warnings to bicyclists (no lights after dark) and 1 verbal warning for stop sign violation.
12/20/2021	56	7	38	Monday	13%	1 verbal warning to juvenile driving golf cart w/o ID and 4 written warnings (33/25, 34/25, 32/25, 33/25) for excessive speed.
12/21/2021	No Data	No Data	No Data	Tuesday	No Data	1 verbal warning for excessive (36/30) speed, 2 verbal and 2 written warnings for stop sign violations.
12/22/2021	No Data	No Data	No Data	Wednesday	No Data	4 verbal warnings for not wearing seatbelts (and one with expired tag) and 1 verbal warning to golf cart for stop sign violation.
12/23/2021	No Data	No Data	No Data	Thursday	No Data	4 verbal warnings for stop sign violations.
12/24/2021	No Data	No Data	No Data	Friday	No Data	N/A
12/25/2021	No Data	No Data	No Data	2430	No Data	N/A
12/26/2021	No Data	No Data	No Data	Sunday	No Data	3 written warnings (33/25, 33/25, 34/25) for excessive speed, 1 written warning and 1 citation for stop sign violation. 1 parking ticket for parking in golf cart space.
12/27/2021	No Data	No Data	No Data	Monday	No Data	1 verbal warning for stop sign violation
12/28/2021	No Data	No Data	No Data	Tuesday	No Data	3 written warnings for stop sign violations.
12/29/2021	No Data	No Data	No Data	Wednesday	No Data	2 verbal warnings for not carrying ID on golf carts, 1 verbal warning for excessive (38/30) speed, 2 written warnings and 1 citation for no tags on construction trailers.

MCCDD Board Supervisors "SPEEDERS" Report: N Loop ENTRY

December 2021						
12/30/2021	No Data	No Data	No Data	Thursday	No Data	3 written warnings (32/25, 33/25, 32/25) for excessive speed, 1 written warning for driving golf cart w/o ID, and 1 citation for driving LSV w/o drivers license.
12/31/2021	No Data	No Data	No Data	Friday	No Data	N/A

MCCDD Board Supervisors "SPEEDERS" Report: North Loop PKWY OUT

December 2021						
Date	Vehicle Count	# of Violators	Top Speed	Day of the Week	Violators to Total Vehicles	SJSO Comments
12/1/2021	1276	36	42	Wednesday	3%	3 verbal warnings for stop sign violations.
12/2/2021	1288	26	44	Thursday	2%	2 verbal warnings for juveniles driving golf carts with no ID, 2 written warnings for stop sign violations, 2 written warnings and 1 citation (36/30, 33/25, 36/25) for excessive speed.
12/3/2021	1452	41	45	Friday	3%	7 verbal warnings juveniles driving golf carts and 1 stop sign violation.
12/4/2021	986	33	62	Saturday	3%	1 verbal warning for excessive speed.
12/5/2021	861	27	41	Sunday	3%	3 written warnings for stop sign violations.
12/6/2021	1204	32	52	Monday	3%	N/A
12/7/2021	1220	54	52	Tuesday	4%	5 verbal warning for stop sign violations.
12/8/2021	1200	37	56	Wednesday	3%	3 verbal warnings for faulty equipment
12/9/2021	1209	23	41	Thursday	2%	3 verbal warning for stop sign violations.
12/10/2021	1245	47	42	Friday	4%	no violations
12/11/2021	1056	38	40	Saturday	4%	2 verbal warning for stop sign violations.
12/12/2021	826	29	52	Sunday	4%	1 verbal warning to 10 y/o driving golf cart.
12/13/2021	1251	38	49	Monday	3%	N/A
12/14/2021	1228	48	41	Tuesday	4%	1 verbal warning for illegal parking, 1 verbal and 1 written warning for stop sign violations.
12/15/2021	1251	38	42	Wednesday	3%	2 verbal warning to golf carts for stop sign violations.
12/16/2021	1249	45	43	Thursday	4%	3 verbal warning for juveniles driving LSV, 2 verbal warnings and 1 written warning for stop sign violations, 1 parking citation for illegal parking.
12/17/2021	1294	54	59	Friday	4%	1 verbal warning to a pedestrain and 2 verbal warning for parking illegally.
12/18/2021	1117	47	40	Saturday	4%	1 verbal warning to bicyclist, 1 verbal warning for excessive speed and 1 verbal warning for stop sign violation.
12/19/2021	863	34	41	Sunday	4%	2 verbal warnings to bicyclists (no lights after dark) and 1 verbal warning for stop sign violation.
12/20/2021	1190	38	39	Monday	3%	1 verbal warning to juvenile driving golf cart w/o ID and 4 written warnings (33/25, 34/25, 32/25, 33/25) for excessive speed.
12/21/2021	1183	64	45	Tuesday	5%	1 verbal warning for excessive (36/30) speed, 2 verbal and 2 written warnings for stop sign violations.
12/22/2021	1264	59	47	Wednesday	5%	4 verbal warnings for not wearing seatbelts (and one with expired tag) and 1 verbal warning to golf cart for stop sign violation.
12/23/2021	1261	58	57	Thursday	5%	4 verbal warnings for stop sign violations.
12/24/2021	1147	53	56	Friday	5%	N/A
12/25/2021	540	44	46	Saturday	8%	N/A
12/26/2021	798	38	41	Sunday	5%	3 written warnings (33/25, 33/25, 34/25) for excessive speed, 1 written warning and 1 citation for stop sign violation. 1 parking ticket for parking in golf cart space.
12/27/2021	1035	43	47	Monday	4%	1 verbal warning for stop sign violation
12/28/2021	1063	50	42	Tuesday	5%	3 written warnings for stop sign violations.
12/29/2021	1115	52	45	Wednesday	5%	2 verbal warnings for not carrying ID on golf carts, 1 verbal warning for excessive (38/30) speed, 2 written warnings and 1 citation for no tags on construction trailers.
12/30/2021	1081	40	39	Thursday	4%	3 written warnings (32/25, 33/25, 32/25) for excessive speed, 1 written warning for driving golf cart w/o ID, and 1 citation for driving LSV w/o drivers license.

MCCDD Board Supervisors "SPEEDERS" Report: North Loop PKWY OUT

12/31/2021	1010	39	45	Friday	4%	N/A	December 2021
[Redacted Content]							

MCCDD Board Supervisors "SPEEDERS" Report North Loop PKWY OUT

December 2021 TOP 50

Rank	MPH	Radar Sign Location	Date of MPH	Day of the Week	Time of Recorded Speeder	Yes/No SJSO
1	62	N Loop OUT	4-Dec	Saturday	22:00	Yes
2	59	N Loop OUT	17-Dec	Friday	14:00	Yes
3	57	N Loop OUT	23-Dec	Thursday	11:30	Yes
4	56	N Loop OUT	8-Dec	Wednesday	13:30	Yes
5	56	N Loop OUT	23-Dec	Thursday	8:30	Yes
6	56	N Loop OUT	24-Dec	Friday	0:30	No
7	52	N Loop OUT	5-Dec	Sunday	20:00	Yes
8	52	N Loop OUT	7-Dec	Tuesday	20:00	Yes
9	52	N Loop OUT	12-Dec	Sunday	0:30	Yes
10	51	N Loop OUT	12-Dec	Sunday	0:00	Yes
11	49	N Loop OUT	13-Dec	Monday	8:30	No
12	47	N Loop OUT	22-Dec	Wednesday	22:30	Yes
13	47	N Loop OUT	27-Dec	Monday	21:30	Yes
14	46	N Loop OUT	23-Dec	Thursday	20:00	Yes
15	46	N Loop OUT	25-Dec	Saturday	17:00	No
16	45	N Loop OUT	3-Dec	Friday	21:30	Yes
17	45	N Loop OUT	7-Dec	Tuesday	22:30	Yes
18	45	N Loop OUT	21-Dec	Tuesday	14:30	Yes
19	45	N Loop OUT	29-Dec	Wednesday	17:00	Yes
20	45	N Loop OUT	31-Dec	Friday	21:00	No
21	44	N Loop OUT	2-Dec	Thursday	23:00	Yes
22	44	N Loop OUT	8-Dec	Wednesday	21:30	Yes
23	44	N Loop OUT	22-Dec	Wednesday	20:00	Yes
24	44	N Loop OUT	24-Dec	Friday	11:00	No
25	44	N Loop OUT	29-Dec	Wednesday	13:00	Yes
26	43	N Loop OUT	4-Dec	Saturday	17:30	Yes
27	43	N Loop OUT	7-Dec	Tuesday	22:00	Yes
28	43	N Loop OUT	16-Dec	Thursday	10:30	Yes
29	43	N Loop OUT	21-Dec	Tuesday	20:00	Yes
30	42	N Loop OUT	1-Dec	Wednesday	19:00	Yes
31	42	N Loop OUT	3-Dec	Friday	13:00	Yes
32	42	N Loop OUT	10-Dec	Friday	14:00	Yes

SJSO Off-Duty Roving Patrol Violation Log

Date:	Improper Parking / Roadway Obstruction	Suspicious Activity or Traffic Violation	Adult Golf Cart Infraction	Juvenile Golf Cart Infraction	Suspicion of Illegal Substance	Model / Vacant Home Suspicious	Child Mischief	Adult Mischief	Warning or Citation	Day of the Week	Officer	Notes
12/01/21		3							3 verbal warnings	Wednesday	Shawn Emert	3 verbal warnings for stop sign violations.
12/02/21		7							2 verbal warnings, 4 written warnings, 1 citation	Thursday	Gary Perna	2 verbal warnings for juveniles driving golf carts with no ID, 2 written warnings for stop sign violations, 2 written warnings and 1 citation (36/30, 33/25, 36/25) for excessive speed.
12/03/21		8							8 verbal warnings	Friday	Daniel Callaway	7 verbal warnings juveniles driving golf carts and 1 stop sign violation.
12/04/21		1							1 verbal warning	Saturday	Jeremy Banks	1 verbal warning for excessive speed.
12/05/21		3							3 written warnings	Sunday	Thomas Evans	3 written warnings for stop sign violations.
12/07/21		5							5 verbal warnings	Tuesday	Shawn Emert	5 verbal warning for stop sign violations.
12/08/21		3							3 verbal warnings	Wednesday	Shawn Emert	3 verbal warnings for faulty equipment
12/09/21		3							3 verbal warnings	Thursday	Jerry Tillett	3 verbal warning for stop sign violations.
12/10/21										Friday	Eric Schoenfeld	no violations
12/11/21		2							2 verbal warnings	Saturday	Robert Maloney	2 verbal warning for stop sign violations.
12/12/21		1							1 verbal warning	Sunday	Jeremy Banks	1 verbal warning to 10 y/o driving golf cart.
12/14/21	1	2							2 verbal warnings and 1 written warning	Tuesday	Chad Hallman	1 verbal warning for illegal parking, 1 verbal and 1 written warning for stop sign violations.
12/15/21		2							2 verbal warnings	Wednesday	Shawn Emert	2 verbal warning to golf carts for stop sign violations.
12/16/21	1	6							5 verbal warnings, 1 written warning and 1 citation	Thursday	Gary Perna	3 verbal warning for juveniles driving LSV, 2 verbal warnings and 1 written warning for stop sign violations, 1 parking citation for illegal parking.
12/17/21	2	1							3 verbal warnings	Friday	Daniel Callaway	1 verbal warning to a pedestrian and 2 verbal warning for parking illegally.
12/18/21		3							3 verbal warnings	Saturday	Daniel Callaway	1 verbal warning to bicyclist, 1 verbal warning for excessive speed and 1 verbal warning for stop sign violation.
12/19/21		3							3 verbal warnings	Sunday	Chad Hallman	2 verbal warnings to bicyclists (no lights after dark) and 1 verbal warning for stop sign violation.
12/20/21		5							1 verbal and 4 written warnings	Monday	Gary Perna	1 verbal warning to juvenile driving golf cart w/o ID and 4 written warnings (33/25, 34/25, 32/25, 33/25) for excessive speed.
12/21/21		5							3 verbal and 2 written warnings	Tuesday	Gary Perna	1 verbal warning for excessive (36/30) speed, 2 verbal and 2 written warnings for stop sign violations.
12/22/21		5							5 verbal warnings	Wednesday	Shawn Emert	4 verbal warnings for not wearing seatbelts (and one with expired tag) and 1 verbal warning to golf cart for stop sign violation.
12/23/21		4							4 verbal warnings	Thursday	Shawn Emert	4 verbal warnings for stop sign violations.
12/26/21	1	4							4 written warnings, 1 citation and 1 parking ticket	Sunday	Gary Perna	3 written warnings (33/25, 33/25, 34/25) for excessive speed, 1 written warning and 1 citation for stop sign violation. 1 parking ticket for parking in golf cart space.
12/27/21		1							1 verbal warning	Monday	Thomas Evans	1 verbal warning for stop sign violation
12/28/21		3							3 written warnings	Tuesday	Thomas Evans	3 written warnings for stop sign violations.
12/29/21		6							3 verbal, 2 written warnings and 1 citation	Wednesday	Gary Perna	2 verbal warnings for not carrying ID on golf carts, 1 verbal warning for excessive (38/30) speed, 2 written warnings and 1 citation for no tags on construction trailers.
12/30/21		5							4 written warnings and 1 citation	Thursday	Gary Perna	3 written warnings (32/25, 33/25, 32/25) for excessive speed, 1 written warning for driving golf cart w/o ID, and 1 citation for driving LSV w/o drivers license.
December 2021 Totals	5	88	0	0	0	0	0	0				
2021 YTD total	75	729	0	0	0	0	1	0				
Month to Month Comparison												
December 2020	1	65	0	0	0	0	2	0				
December 2021	5	88	0	0	0	0	0	0				

6B.

PALENCIASM
A Story of Discovery, Exploration, and Settlement

Palencia^[ME1]

Lifestyle Club Policies
for Use of District
Amenities

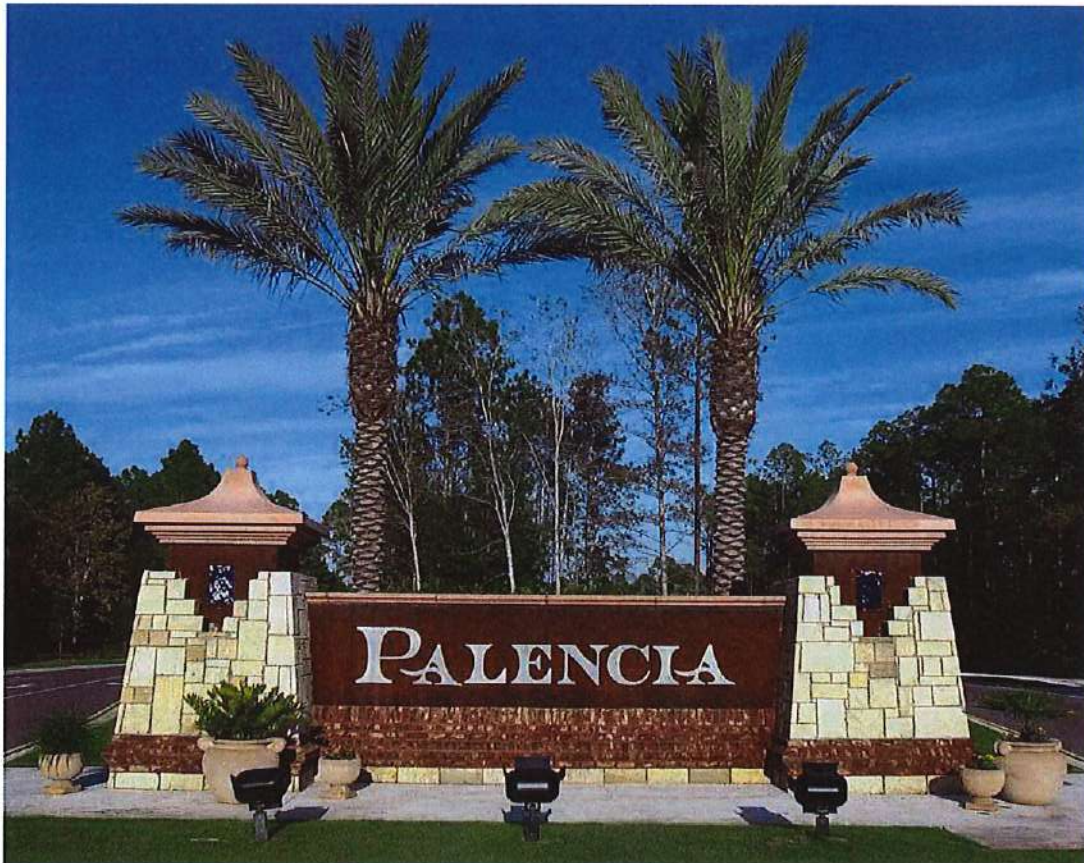


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1. Definitions

1.1. Amenities^{ME3}

The buildings and grounds owned by the Marshall Creek Community Development District or Sweetwater Creek Community Development District (collectively the “Districts”) which are available for use by residents of the Districts and annual fee payors.

~~1.1.1.2.~~ **Palencia Lifestyle Clubs (Club)**

A body of Palencia Residents who have joined together in the pursuit of a particular recreational, social, educational, or cultural interest. ~~Palencia Lifestyle Clubs are open to all Residents.~~

1.3. Facilities

The general use areas designated by Management and available for usage by a Palencia Lifestyle Club.

~~1.2.1.4.~~ **Facilities reservations**

All Clubs may request reserved use of ~~general use facilities~~Facilities for regular membership meetings and special events by submitting an annual schedule to the Amenities Director. Palencia Clubs may use reserved facilities, within the approved guidelines, at no charge.

~~1.3.1.5.~~ **Management**

A member of Management includes, including but not limited to the General Manager, Amenities Director, and employees of the Management Company/District.

~~1.4.1.6.~~ **Resident**

Owner, Occupant or Lessee who resides in Palencia one of the Districts and who has privileges to access the Amenities, or an annual fee payor.

~~1.5.1.7.~~ **Special Events**

Events held at Palencia for Residents.

2. General Information

2.1. Introduction

Palencia Lifestyle Clubs ~~are~~may be provided a location and access to advertisement by the Districts ~~(Marshall Creek CDD and Sweetwater Creek CDD)~~ to provide an opportunity for all ~~Palencia~~ Residents to pursue common interests in recreational, social, educational and cultural endeavors, subject to the policies and procedures outlined herein. ~~The Palencia Lifestyle Club program is designed to encourage the general membership to participate in and enjoy the programs and facilities available at Palencia for the exclusive use of Residents and their guests. These Policies are to provide both guidance and structure to the Palencia Lifestyle Club program.~~

2.2. Palencia Lifestyle Club Overview

Palencia Lifestyle Clubs ~~are~~must be open to all Residents. ~~A “Palencia Club” is a group of~~

~~Palencia Residents who have joined together in the pursuit of a particular recreational, social, educational, or cultural interest; and Palencia Lifestyle Clubs may require fees or dues or solicit donations from a Club's members, or otherwise management of money.~~ Palencia Lifestyle Clubs ~~are authorized by the Districts and~~ which use the Amenities are required to comply with the Palencia Lifestyle Club Operating Policies. Palencia Lifestyle Clubs and their members ~~Members~~ may not use ~~Palencia facilities~~ the Facilities for any personal or corporate financial gain.

2.3. Responsibilities

- 2.3.1. The District is responsible, through the Amenities Director, for coordinating and implementing these policies ~~policy for Clubs, and~~ allocating facility space.
- 2.3.2. ~~If desired, the Club's President, Vice President, Treasurer and Secretary (Officers) are elected annually. In lieu of officers, a~~ "Club Contact" is required to be provided to the District. The Club Contact is required to be thoroughly briefed on these policies and all aspects of the rules, regulations, and procedures for their Palencia Club.

3. Establishing a Palencia Lifestyle Club

3.1. Requirements for a Palencia Lifestyle Club to use the Facilities

- 3.1.1. Membership in any Club must be open to all Residents without discrimination as to race, religion, color, ethnicity, marital status, culture, or national heritage. Note: Segregated activities for male and female members may be established if desired by both genders, and each gender has the same opportunity to pursue common interests, e.g., men's and ladies golf Clubs. However, any gender may join in any segregated activity.
- 3.1.2. Club status is not granted to groups that require, as a precondition for Club membership, subsequent membership in affiliated national, state, or regional organizations. Any affiliation must be optional on the part of the individual member.
- 3.1.3. Once ~~an approved~~ a Palencia Lifestyle Club is approved to use the Facilities, Clubs may not merge with another ~~non-District~~ entity, require its members to join another corporation, or become incorporated. If a merger or incorporation occurs, the Club's privileges will be revoked.
- 3.1.4. Clubs shall not perform any illegal or immoral activities, and shall comply with all Florida Statutes, including but not limited to, sections 849.08 Gambling, 849.085 Certain Penny Ante Games Not Crimes: Restrictions and 849.11 Plays at Games of Chance by Lot.
- 3.1.5. The ability of Palencia Lifestyle Clubs to use the Facilities may be revoked for any reason, including but not limited to, the following ~~reasons~~:
 - 3.1.5.1. When Club membership declines below the established minimum numbers for more than 60 days; the Club is then given 60 days of suspension before revocation.
 - 3.1.5.2. When Clubs violate District policies or rules or when an irreconcilable conflict occurs within the membership.
 - 3.1.5.3. When a situation occurs which projects the Club, or the Districts, in an undesirable or embarrassing position.

- 3.154. ~~When a Club violates Federal, state, or local government laws or ordinances, (e.g. all Clubs agree to abide by Florida State Statute "Penny Ante Games" if relevant).~~

3.2. Procedures for Palencia Lifestyle Club Application to use the Facilities

- 3.2.1. Thoroughly review the Club's policies and ~~Group Operating Policies~~ the Lifestyle Club Policies (this document). ~~to become familiar with the Club program. The Amenities Director will be glad to clarify questions and provide general assistance.~~
- 3.2.2. Hold an initial organization meeting at which: membership roster obtained, and interim officers elected (if desired). Club Contact must be established. Palencia Lifestyle Clubs must have a minimum of 8 members who are Residents.
- 3.2.3. Submit Palencia Lifestyle Club Application for consideration.
- 3.2.4. Mail, email, or hand-carry the application package to the Amenities Director for review and processing at the address below.

Attn: Amenities Director
 Palencia Amenity Center
 625 Palencia Club Drive
 St. Augustine, FL 32095

- 3.2.5. When all requirements have been satisfied in accordance with the guideline's management will communicate application approval.

3.3. Club File

The official District Club file will be kept with the Amenities Director.

4. Membership and Club Operation

4.1. Membership

- 4.1.1. Membership of a Club is open to any Resident.
- 4.1.2. Management will review membership files periodically to ensure a minimum number of bona-fide Residents are members of the Club.
- 4.1.3. A Club shall not put a "cap" on the number of Residents permitted to join the Club unless the size of the facility they are using limits the number due to safety or space requirements. Any other "caps" must be pre-approved by the Amenities Director.
- 4.1.4. Proper conduct and decorum is essential. Club members who become abusive, project an undesirable or inappropriate image, or who blatantly create turmoil, disruption, or dissention among Club members, other Clubs, or the Districts in general, may have their Club memberships suspended access to the Amenities and the Facilities suspended.

4.2. Special Events

- 4.2.1. Special Event - A Special Event is defined as any event outside a Palencia Club's normal scheduled activities that utilizes ~~the Facilities a District facility~~ the Facilities. Each Club may reserve space for up to three (3) Special Events in a calendar year. If a club wishes to host additional events, club officers must submit a written request to Amenities Director.

4.3. Facility Scheduling

The primary responsibility for scheduling ~~District facilities~~ the Facilities, coordinating special events, and publicizing programs rests with the Amenities Director. Palencia Lifestyle Clubs are required to coordinate set-up/take-down of the space.

- 4.3.1. Club time allotment will be determined by the Amenities Director.
- 4.3.2. Clubs should request regular use of facility space by annually submitting a master schedule to the Amenities Director using the "Gathering Rooms Reservation" form.
- 4.3.3. Clubs must have a minimum of four (4) Club meetings annually.
- ~~4.3.3.~~4.3.4. Clubs shall not use the Amenities more than () time(s) per month.
- ~~4.3.4.~~4.3.5. Once schedules are evaluated and approved, it will be input to the computerized District Facility Schedule. Unless a need for change occurs, there is no requirement for additional submittals.
- ~~4.3.5.~~4.3.6. Clubs may allow guests, up to ~~1025~~%, to attend club events. However, guests will not be counted in the minimum number to book a room or in the weekly attendance to maintain privileges.
- ~~4.3.6.~~4.3.7. Clubs must have at least at least eight (8) members who are Residents that consistently attend to maintain an acceptable participation.
- 4.3.9. Although facility space may be dedicated to a Club for full-time use, the facility and all equipment located therein remain the property of the District.
- 4.3.11. The Districts will make reasonable efforts to notify the Club ~~The Club will be notified~~ one month in advance if their scheduled room will be denied for the following month due to consistently low attendance or revoked privileges.

4.4. Program Supervision

- 4.4.1. Club Contact must provide at least an e-mail address that can be published on the website.
- 4.4.2. The Club Contact shall act as the Club's Monitor ~~ME4~~.
- 4.4.3. Management Staff ~~is required to~~ is permitted to check District ~~membership access~~ cards and guest cards during activity sign-in. In the event of disagreement between Staff and Club participant, the position of Staff will prevail in all instances. ~~Staff's decision may be appealed to the Club's Officers but, until such appeal is heard and acted upon, Staff's~~

decision prevails.

- 4.4.4. The sale of alcoholic beverages is not permitted in District facilities. Clubs may be permitted to transport and dispense alcoholic beverages to its members and guests as part of a Club special activity at the Facilities, but only with advanced written approval of Management. If approved, the authorization will outline State guidelines relating to individual and group responsibility for dispensing alcoholic beverages and may be confined to dedicated areas. If alcoholic beverages are distributed, they must be distributed by an entity with a liquor license naming Marshall Creek CDD on the insurance certificate.

4.5. Promotion of Clubs

- 4.5.1. If a Club would like to promote their Club on the Palencia website, they can establish a "Club" page. If the Club page is not up to date it may be deleted or combined with other general information.
- 4.5.2. Each Club may request that a flyer be placed in the CDD-Districts' facilities. If space is available an individual flyer will be placed in the facility however a Club may have to share a flyer with another Club due to limited space. Please contact Amenities Director regarding flyer placement.
- 4.5.3. Clubs are responsible for creating their own marketing material and submitting it to the Amenities Director in a timely fashion for community marketing and placement on the website.
- 4.5.4. Clubs that meet monthly or are having special functions may be mentioned in the bi-weekly e-mail blast to remind residents of the date. Weekly Clubs may be mentioned periodically.
- 4.5.5. Clubs may not display any promotions on Club activities in Palencia Amenity Center or other District facilities without the permission of the Amenities Director.
- 4.5.6. Clubs may promote Club activities through their Club e-mail list.

4.6. Safety

All incidents or accidents occurring on property owned by the Districts in Club facilities (whether requiring medical attention or not) will be immediately reported to Amenities Director. If emergency medical attention is required for any accident occurring on District facilities property, the Club must immediately call 911. A member of the Club must notify the Amenities Director to review and document the circumstances of the incident/accident as soon as possible.

4.7. Insurance

- 4.7.1. The District maintains full policy insurance coverage for all general membership amenities activities and programs. However, some coverage is not extended to Palencia Clubs. Clubs and their members should not assume that the Districts' insurance will provide coverage for Club activities or attendance at Club activities.

- 4.7.2. ~~Property purchased by Clubs becomes the property of the District and is therefore covered under the District's master policy, subject to the terms, conditions and limitations of that policy. Personal items used in Club activities are not covered under the District's policy but may be included in individual homeowner policies.~~
- 4.7.3. ~~Liability exposure for Club activities is also covered by the District's master policy, subject to terms, et al.~~

4.8. Club Dissolution

~~If a Club disbands, all Club assets, if any, shall be transferred to the District.~~

4.9.4.8. Participation and Facilities

~~4.9.1.4.8.1. In publicizing instructional classes, Clubs should ensure adequate promotion to allow all members-Club members an equitable opportunity to register. When a waiting list is established, Club members may not repeat classes until the waiting list has been exhausted. If a series of lessons is required to complete a course, Clubs may allow participants to progress thru the entire lesson series. Instructional programs should be geared to all skill levels, i.e., beginner, intermediate, advanced.~~

5. Fees and Charges

5.1. Club Funds

~~5.1.1. Club funds may be collected to purchase their own small replacement and/or new items like cards, chips, game boards, etc. These items should be considered operating requirements and would be paid for by the club members.~~

5.2.5.1. Facility Use and Maintenance Charges

~~5.2.1.5.1.1. As noted previously, fees for the use of District facilities are waived for Palencia Lifestyle Clubs' regularly scheduled activities and three annual special events per Club. Rental fees for other use of District facilities are established by the Districts' Boards and may be charged to Clubs desiring use of a facility for special use.~~

~~5.2.2.5.1.2. If a Club requires unusual, or special requirements for the set-up/take-down of a facility, the Club will be responsible for the costs.~~

~~5.2.3.5.1.3. All facilities used by the Clubs must be left the way they were found or cleaner.~~

~~5.2.4.5.1.4. The District will maintain an existing facility with regard to custodial service, routine repair and maintenance, and the cost of utilities.~~

~~5.2.5.5.1.5. Clubs may not leave Club supplies in the facilityFacilities.~~

5.3.5.2. Commercial Activity

~~5.3.1.5.2.1. When commercial activities or speakers are sponsored by a Club, approvals from the Amenities Director are required to avoid conflict with possible District sponsorsAll for-profit activities conducted at a Club meeting at the Amenities are~~

prohibited. On-site selling is not permitted under any circumstance.

5.4.5.3. Palencia Lifestyle Club Purpose

Palencia Clubs are developed and run in a manner to ensure basic self-sufficiency.

5.4 Scope of Districts' Role in Palencia Lifestyle Clubs; Hold Harmless; Limitation of Liability.

5.4.1. The Districts' sole role in dealing with the Palencia Lifestyle Clubs is scheduling and coordinating the use of the Facilities by a Club. The District is not a sponsor of a Club, does not endorse the purpose or activities of any Club, and is not a guarantor of the safety of Residents and their Guests which attend or participate in the Club.

5.4.2. Residents and their Guests who participate in a Club agree to hold the Districts harmless against any liability arising out of or resulting in any way from their participation in a Club or a Club's activities and acknowledge that the Districts are permitting use of the Facilities as an accommodation to the residents of the Districts. The Districts are making available the Facilities to Clubs without legal liability or obligation to do so.

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

PALENCIASM
A Story of Discovery, Exploration, and Settlement

**Palencia Lifestyle
Club Policies for Use of
District Amenities**

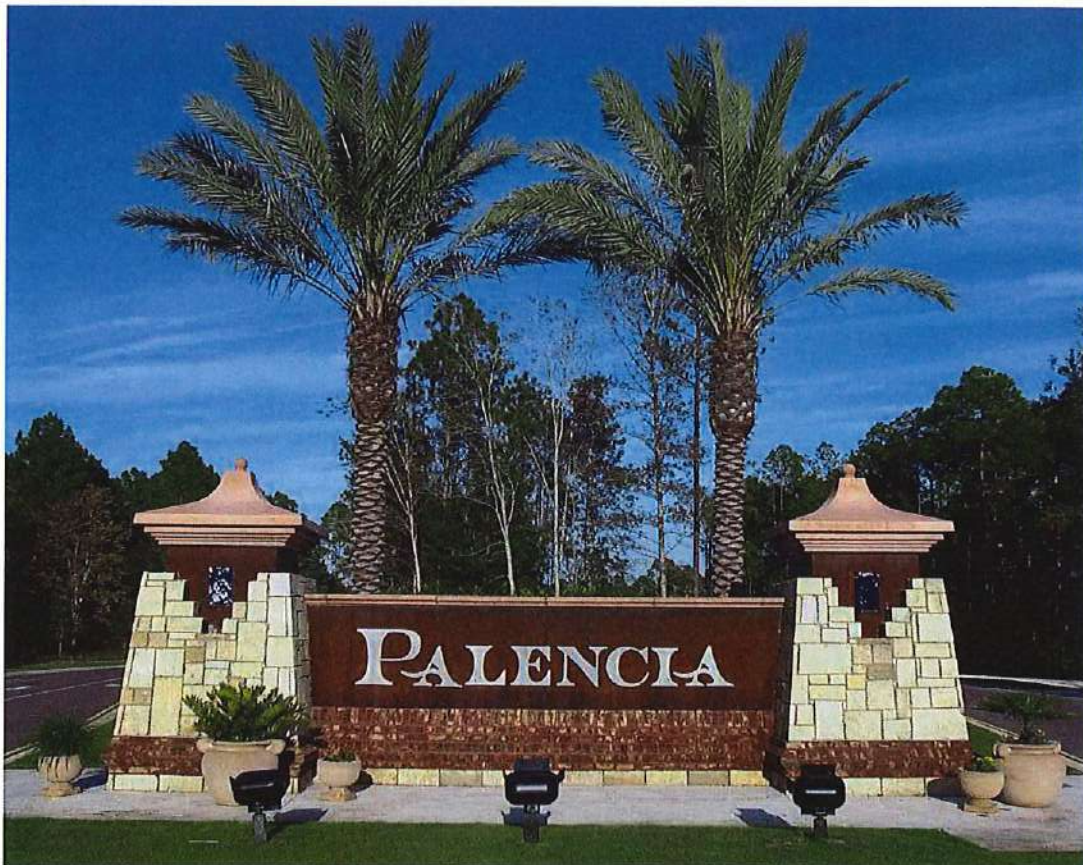


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1. Definitions

1.1. Amenities

The buildings and grounds owned by the Marshall Creek Community Development District or Sweetwater Creek Community Development District (collectively the “Districts”) which are available for use by residents of the Districts and annual fee payors.

1.2. Palencia Lifestyle Clubs (Club)

A body of Palencia Residents who have joined together in the pursuit of a particular recreational, social, educational, or cultural interest.

1.3. Facilities

The general use areas designated by Management and available for usage by a Palencia Lifestyle Club.

1.4. Facilities reservations

All Clubs may request reserved use of Facilities for regular membership meetings and special events by submitting an annual schedule to the Amenities Director. Palencia Clubs may use reserved facilities, within the approved guidelines, at no charge.

1.5. Management

A member of Management includes, including but not limited to the General Manager, Amenities Director, and employees of the Management Company/District.

1.6. Resident

Owner, Occupant or Lessee who resides in one of the Districts and who has privileges to access the Amenities, or an annual fee payor.

1.7. Special Events

Events held at Palencia for Residents.

2. General Information

2.1. Introduction

Palencia Lifestyle Clubs may be provided a location and access to advertisement by the Districts to provide an opportunity for all Residents to pursue common interests in recreational, social, educational and cultural endeavors, subject to the policies and procedures outlined herein.

2.2. Palencia Lifestyle Club Overview

Palencia Lifestyle Clubs must be open to all Residents.; Palencia Lifestyle Clubs may require fees or dues or solicit donations from a Club’s members. Palencia Lifestyle Clubs which use the Amenities are required to comply with the Palencia Lifestyle Club Operating Policies. Palencia Lifestyle Clubs and their members may not use the Facilities for any personal or corporate financial gain.

2.3. Responsibilities

- 2.3.1. The District is responsible, through the Amenities Director, for coordinating and implementing these policies and allocating facility space.
- 2.3.2. A "Club Contact" is required to be provided to the District. The Club Contact is required to be thoroughly briefed on these policies and all aspects of the rules, regulations, and procedures for their Palencia Club.

3. Establishing a Palencia Lifestyle Club

3.1. Requirements for a Palencia Lifestyle Club to use the Facilities

- 3.1.1. Membership in any Club must be open to all Residents without discrimination as to race, religion, color, ethnicity, marital status, culture, or national heritage. Note: Segregated activities for male and female members may be established if desired by both genders, and each gender has the same opportunity to pursue common interests, e.g., men's and ladies golf Clubs. However, any gender may join in any segregated activity.
- 3.1.2. Club status is not granted to groups that require, as a precondition for Club membership, subsequent membership in affiliated national, state, or regional organizations. Any affiliation must be optional on the part of the individual member.
- 3.1.3. Once a Palencia Lifestyle Club is approved to use the Facilities, Clubs may not merge with another entity, require its members to join another corporation, or become incorporated. If a merger or incorporation occurs, the Club's privileges will be revoked.
- 3.1.4. Clubs shall not perform any illegal or immoral activities, and shall comply with all Florida Statutes, including but not limited to, sections 849.08 Gambling, 849.085 Certain Penny Ante Games Not Crimes: Restrictions and 849.11 Plays at Games of Chance by Lot.
- 3.1.5. The ability of Palencia Lifestyle Clubs to use the Facilities may be revoked for any reason, including but not limited to, the following:
 - 3.15.1. When Club membership declines below the established minimum numbers for more than 60 days; the Club is then given 60 days of suspension before revocation.
 - 3.15.2. When Clubs violate District policies or rules or when an irreconcilable conflict occurs within the membership.
 - 3.15.3. When a situation occurs which projects the Club, or the Districts, in an undesirable or embarrassing position.
 - 3.15.4. When a Club violates Federal, state, or local government laws or ordinances.

3.2. Procedures for Palencia Lifestyle Club Application to use the Facilities

- 3.2.1. Thoroughly review the Club's policies and the Lifestyle Club Policies (this document).
- 3.2.2. Hold an initial organization meeting at which: membership roster obtained, and interim officers elected (if desired). Club Contact must be established. Palencia Lifestyle Clubs must have a minimum of 8 members who are Residents.

3.2.3. ~~Submit Palencia Lifestyle Club Application for consideration.~~

3.2.4. Mail, email, or hand-carry the application package to the Amenities Director for review and processing at the address below.

Attn: Amenities Director
Palencia Amenity Center
625 Palencia Club Drive
St. Augustine, FL 32095

3.2.5. When all requirements have been satisfied in accordance with the guideline's management will communicate application approval.

3.3. Club File

The official District Club file will be kept with the Amenities Director.

4. Membership and Club Operation

4.1. Membership

- 4.1.1. Membership of a Club is open to any Resident.
- 4.1.2. Management will review membership files periodically to ensure a minimum number of bona-fide Residents are members of the Club.
- 4.1.3. A Club shall not put a "cap" on the number of Residents permitted to join the Club unless the size of the facility they are using limits the number due to safety or space requirements.
- 4.1.4. Proper conduct and decorum is essential. Club members who become abusive, project an undesirable or inappropriate image, or who blatantly create turmoil, disruption, or dissention among Club members, other Clubs, or the Districts in general, may have their access to the Amenities and the Facilities suspended.

4.2. Special Events

- 4.2.1. Special Event - A Special Event is defined as any event outside a Palencia Club's normal scheduled activities that utilizes the Facilities. Each Club may reserve space for up to three (3) Special Events in a calendar year. If a club wishes to host additional events, club officers must submit a written request to Amenities Director.

4.3. Facility Scheduling

The primary responsibility for scheduling the Facilities, coordinating special events, and publicizing programs rests with the Amenities Director. Palencia Lifestyle Clubs are required to coordinate set-up/take-down of the space.

- 4.3.1. Club time allotment will be determined by the Amenities Director.

- 4.3.2. Clubs should request regular use of facility space by annually submitting a master schedule to the Amenities Director using the "Gathering Rooms Reservation" form.
- 4.3.3. Clubs must have a minimum of four (4) Club meetings annually.
- 4.3.4. Clubs shall not use the Amenities more than _____ (___) time(s) per month.
- 4.3.5. Once schedules are evaluated and approved, it will be input to the computerized District Facility Schedule. Unless a need for change occurs, there is no requirement for additional submittals.
- 4.3.6. Clubs may allow guests, up to 25%, to attend club events. However, guests will not be counted in the minimum number to book a room or in the weekly attendance to maintain privileges.
- 4.3.7. Clubs must have at least at least eight (8) members who are Residents that consistently attend to maintain an acceptable participation.
- 4.3.9. Although facility space may be dedicated to a Club for full-time use, the facility and all equipment located therein remain the property of the District.
- 4.3.1.1. The Districts will make reasonable efforts to notify the Club one month in advance if their scheduled room will be denied for the following month due to consistently low attendance or revoked privileges.

4.4. Program Supervision

- 4.4.1. Club Contact must provide at least an e-mail address that can be published on the website.
- 4.4.2. The Club Contact shall act as the Club's Monitor.
- 4.4.3. Management Staff is permitted to check District access cards and guest cards during activity sign-in. In the event of disagreement between Staff and Club participant, the position of Staff will prevail in all instances.
- 4.4.4. The sale of alcoholic beverages is not permitted in District facilities. Clubs may be permitted to transport and dispense alcoholic beverages to its members and guests as part of a Club special activity at the Facilities, but only with advanced written approval of Management. If approved, the authorization will outline State guidelines relating to individual and group responsibility for dispensing alcoholic beverages and may be confined to dedicated areas. If alcoholic beverages are distributed, they must be distributed by an entity with a liquor license naming Marshall Creek CDD on the insurance certificate.

4.5. Promotion of Clubs

- 4.5.1. If a Club would like to promote their Club on the Palencia website, they can establish a "Club" page. If the Club page is not up to date it may be deleted or combined with other

general information.

- 4.5.2. Each Club may request that a flyer be placed in the Districts' facilities. If space is available an individual flyer will be placed in the facility however a Club may have to share a flyer with another Club due to limited space. Please contact Amenities Director regarding flyer placement.
- 4.5.3. Clubs are responsible for creating their own marketing material and submitting it to the Amenities Director in a timely fashion for community marketing and placement on the website.
- 4.5.4. Clubs that meet monthly or are having special functions may be mentioned in the bi-weekly e-mail blast to remind residents of the date. Weekly Clubs may be mentioned periodically.
- 4.5.5. Clubs may not display any promotions on Club activities in Palencia Amenity Center or other District facilities without the permission of the Amenities Director.
- 4.5.6. Clubs may promote Club activities through their Club e-mail list.

4.6. Safety

All incidents or accidents occurring on property owned by the Districts (whether requiring medical attention or not) will be immediately reported to Amenities Director. If emergency medical attention is required for any accident occurring on District property, the Club must immediately call 911. A member of the Club must notify the Amenities Director to review and document the circumstances of the incident/accident as soon as possible.

4.7. Insurance

- 4.7.1. The District maintains insurance coverage for general amenities activities and programs. However, some coverage is not extended to Palencia Clubs. Clubs and their members should not assume that the Districts' insurance will provide coverage for Club activities or attendance at Club activities.

4.8. Participation and Facilities

- 4.8.1. In publicizing instructional classes, Clubs should ensure adequate promotion to allow all Club members an equitable opportunity to register. When a waiting list is established, Club members may not repeat classes until the waiting list has been exhausted. If a series of lessons is required to complete a course, Clubs may allow participants to progress thru the entire lesson series. Instructional programs should be geared to all skill levels, i.e., beginner, intermediate, advanced.

5. Fees and Charges

5.1. Facility Use and Maintenance Charges

- 5.1.1. As noted previously, fees for the use of District facilities are waived for Palencia Lifestyle Clubs' regularly scheduled activities and three annual special events per Club.

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Palencia Clubs are developed and run in a manner to ensure basic self-sufficiency.

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TENTH ORDER OF BUSINESS

MARSHALL CREEK
Community Development District

Financial Report

December 31, 2021

Prepared by



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MARSHALL CREEK
Community Development District

Financial Statements

(Unaudited)

December 31, 2021

Balance Sheet
December 31, 2021

ACCOUNT DESCRIPTION	GENERAL 004 - 2002 AREA					TOTAL
	GENERAL FUND	CAPITAL RESERVES FUND	SERIES 2002 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2016 DEBT SERVICE FUND	
ASSETS						
Cash - Checking Account	\$ 1,874,112	\$ -	\$ -	\$ -	\$ -	\$ 1,874,112
Cash with Fiscal Agent	34,404	-	-	-	-	34,404
Assessments Receivable	118,172	7,085	200,541	24,703	2,313	352,814
Allow-Doubtful Collections	(75,334)	(6,446)	(175,294)	(22,218)	(2,155)	(281,447)
Due From Other Funds	-	170,109	159,064	139,271	8,828	477,272
Investments:						
Money Market Account	2,222,709	-	-	-	-	2,222,709
Prepayment Account	-	-	1,995	-	20	2,015
Prepayment Account A	-	-	-	3,173	-	3,173
Reserve Fund	-	-	50,000	-	31,330	81,330
Reserve Fund A	-	-	-	480,250	-	480,250
Revenue Fund	-	-	661,631	-	44,104	705,735
Revenue Fund A	-	-	-	475,725	-	475,725
Prepaid Items	13,808	-	-	-	-	13,808
TOTAL ASSETS	\$ 4,187,871	\$ 170,748	\$ 897,937	\$ 1,100,904	\$ 84,440	\$ 6,441,900
LIABILITIES						
Accounts Payable	\$ 78,962	\$ -	\$ -	\$ -	\$ -	\$ 78,962
Accrued Expenses	12,586	-	-	-	-	12,586
Sales Tax Payable	543	-	-	-	-	543
Deferred Revenue	42,839	638	25,246	2,485	158	71,366
Due To Other Funds	477,272	-	-	-	-	477,272
TOTAL LIABILITIES	612,202	638	25,246	2,485	158	640,729
FUND BALANCES						
Nonspendable:						
Prepaid Items	13,808	-	-	-	-	13,808
Restricted for:						
Debt Service	-	-	872,691	1,098,419	84,282	2,055,392
Assigned to:						
Operating Reserves	742,507	-	-	-	-	742,507
Reserves - Field	587,092	-	-	-	-	587,092
Reserves - Gate	7,838	-	-	-	-	7,838
Reserves - Landscape	39,986	-	-	-	-	39,986
Reserves - Park	32,900	-	-	-	-	32,900
Reserves - Swim&Fitness Clubh	18,558	-	-	-	-	18,558
Reserves - Swimming Pools	132,635	-	-	-	-	132,635
Reserves - Tennis Courts	24,853	-	-	-	-	24,853
Unassigned:	1,975,492	170,110	-	-	-	2,145,602
TOTAL FUND BALANCES	\$ 3,575,669	\$ 170,110	\$ 872,691	\$ 1,098,419	\$ 84,282	\$ 5,801,171
TOTAL LIABILITIES & FUND BALANCES	\$ 4,187,871	\$ 170,748	\$ 897,937	\$ 1,100,904	\$ 84,440	\$ 6,441,900

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-21 ACTUAL
REVENUES				
Interest - Investments	\$ 12,000	\$ 667	5.56%	\$ 241
Shared Rev - Other Local Units	514,801	-	0.00%	-
Interlocal Agreement - Other	346,471	86,230	24.89%	28,614
Other Physical Environment Rev	24,000	4,000	16.67%	-
S/F Swimming Program Fees	3,000	320	10.67%	-
S/F Rental Fees	2,000	1,250	62.50%	1,050
S/F Snack Bar Revenue	3,000	600	20.00%	-
Tennis Merchandise Sales	16,000	6,933	43.33%	1,625
Tennis Special Events&Socials	1,000	-	0.00%	-
Tennis Lessons & Clinics	230,000	87,281	37.95%	33,707
Tennis Ball Machine Rental Fee	4,000	15	0.38%	-
Tennis Membership	35,000	28,268	80.77%	2,968
Special Assmnts- Tax Collector	3,457,544	1,856,075	53.68%	1,220,117
Special Assmnts- Discounts	(138,302)	(74,255)	53.69%	(48,512)
Other Miscellaneous Revenues	1,000	15,842	1584.20%	30
Gate Bar Code/Remotes	5,600	1,522	27.18%	915
Impact Fee	25,000	7,132	28.53%	889
TOTAL REVENUES	4,542,114	2,021,880	44.51%	1,241,644

EXPENDITURES**Administration**

P/R-Board of Supervisors	14,118	1,171	8.29%	1,130
ProfServ-Arbitrage Rebate	1,200	-	0.00%	-
ProfServ-Dissemination Agent	3,000	-	0.00%	-
ProfServ-Engineering	25,000	1,513	6.05%	743
ProfServ-Legal Services	75,000	2,772	3.70%	756
ProfServ-Mgmt Consulting	65,200	16,300	25.00%	5,433
ProfServ-Special Assessment	15,750	15,750	100.00%	15,750
ProfServ-Trustee Fees	11,400	4,511	39.57%	-
Auditing Services	4,675	-	0.00%	-
Postage and Freight	5,600	536	9.57%	254
Insurance - General Liability	34,469	16,230	47.09%	-
Printing and Binding	3,500	325	9.29%	188
Legal Advertising	3,000	-	0.00%	-
Miscellaneous Services	7,500	2,949	39.32%	812

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-21 ACTUAL
Misc-Assessment Collection Cost	69,151	35,636	51.53%	23,432
Shared Exp - Other Local Units	515,283	-	0.00%	-
Office Supplies	1,453	90	6.19%	90
Annual District Filing Fee	175	175	100.00%	-
Total Administration	855,474	97,958	11.45%	48,588
<u>Other Public Safety</u>				
Payroll-Benefits	10,974	1,211	11.04%	436
Payroll-Engineering	64,023	12,051	18.82%	6,465
Payroll-Janitor	2,000	454	22.70%	226
Contracts-Security Services	126,000	36,038	28.60%	12,013
Contracts-Roving Patrol	40,000	11,200	28.00%	4,960
R&M-Gate	15,000	8,234	54.89%	1,093
Misc-Bar Codes	5,600	-	0.00%	-
Total Other Public Safety	263,597	69,188	26.25%	25,193
<u>Field</u>				
Payroll-Benefits	8,434	969	11.49%	349
Payroll-Engineering	51,563	9,641	18.70%	5,172
Utility - Water & Sewer	2,000	-	0.00%	-
Lease - Land	2,050	-	0.00%	-
R&M-Bike Paths & Asphalt	5,000	-	0.00%	-
R&M-Boardwalks	55,000	581	1.06%	177
R&M-Buildings	30,000	5,595	18.65%	2,130
R&M-Electrical	8,000	1,429	17.86%	88
R&M-Fountain	5,000	88	1.76%	-
R&M-Mulch	7,000	-	0.00%	-
R&M-Roads & Alleyways	30,000	14,253	47.51%	2,551
R&M-Sidewalks	35,000	23,119	66.05%	23,119
R&M-Signage	6,000	303	5.05%	-
Total Field	245,047	55,978	22.84%	33,586
<u>Landscape Services</u>				
Payroll-Salaries	76,442	16,762	21.93%	8,305
Payroll-Administrative	6,032	1,394	23.11%	722
Payroll-Benefits	61,988	10,151	16.38%	4,196
Payroll-General Staff	228,303	29,355	12.86%	16,488

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-21 ACTUAL
Payroll-Irrigation Staff	76,056	19,815	26.05%	9,722
Payroll-IPM Staff	64,272	21,193	32.97%	9,530
Payroll-Equipment Mechanic	38,563	10,359	26.86%	5,188
Payroll Taxes	37,460	7,280	19.43%	3,779
ProfServ-Info Technology	1,000	144	14.40%	-
Contracts-Misc Labor	39,900	6,600	16.54%	6,600
Communication - Telephone	3,597	841	23.38%	280
Utility - Cable TV Billing	2,135	642	30.07%	234
Electricity - General	3,200	653	20.41%	150
Utility - Refuse Removal	13,500	5,247	38.87%	536
Utility - Water & Sewer	2,500	459	18.36%	41
Rentals - General	1,000	332	33.20%	-
R&M-Buildings	6,000	-	0.00%	-
R&M-Equipment	36,000	4,649	12.91%	1,200
R&M-Grounds	28,000	4,108	14.67%	(3,080)
R&M-Irrigation	23,000	16,051	69.79%	1,131
R&M-Mulch	90,000	73,588	81.76%	-
R&M-Pump Station	20,000	3,951	19.76%	-
R&M-Trees and Trimming	15,000	-	0.00%	-
Misc-Employee Meals	6,500	1,881	28.94%	1,858
Office Equipment	500	-	0.00%	-
Op Supplies - General	21,000	3,101	14.77%	1,736
Op Supplies - Uniforms	5,000	-	0.00%	-
Op Supplies - Fuel, Oil	15,000	2,966	19.77%	182
Impr - Landscape	55,000	452	0.82%	167
Cap Outlay-Machinery and Equip	13,000	-	0.00%	-
Total Landscape Services	989,948	241,974	24.44%	68,965
Utilities				
Electricity - Streetlights	81,500	15,951	19.57%	2,653
Utility - Water & Sewer	4,800	726	15.13%	126
R&M-Lake	48,000	12,000	25.00%	4,000
Total Utilities	134,300	28,677	21.35%	6,779
Operation & Maintenance				
Payroll-Shared Personnel	346,471	64,838	18.71%	32,159
ProfServ-Field Management	271,554	56,810	20.92%	13,717

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-21 ACTUAL
Communication - Telephone	560	39	6.96%	-
Postage and Freight	300	259	86.33%	59
Rentals - General	2,037	-	0.00%	-
Printing and Binding	4,726	1,017	21.52%	407
Misc-Connection Computer	2,652	976	36.80%	395
Billback Expenses Developer	-	(85)	0.00%	(127)
Office Supplies	1,900	542	28.53%	320
Op Supplies - General	8,000	2,271	28.39%	650
Total Operation & Maintenance	638,200	126,667	19.85%	47,580
<u>Parks and Recreation - General</u>				
ProfServ-Mgmt Consulting	25,200	6,300	25.00%	2,100
Insurance -Property & Casualty	114,166	52,130	45.66%	-
Total Parks and Recreation - General	139,366	58,430	41.93%	2,100
<u>Clubhouse</u>				
Contracts-Misc Labor	5,000	490	9.80%	223
Contracts-Outside Fitness	23,000	3,501	15.22%	1,086
R&M-Air Conditioning	10,000	145	1.45%	-
R&M-Equipment	4,500	-	0.00%	-
Misc-Special Events	30,000	12,830	42.77%	4,982
Cap Outlay-Machinery and Equip	1,500	-	0.00%	-
Cap Outlay-Clubhouse	15,000	4,616	30.77%	-
Total Clubhouse	89,000	21,582	24.25%	6,291
<u>Swimming Pool</u>				
Payroll-Salaries	91,336	21,230	23.24%	10,538
Payroll-Hourly	38,870	11,707	30.12%	5,744
Payroll-Lifeguards	40,000	-	0.00%	-
Payroll-Benefits	30,168	9,417	31.22%	2,161
Payroll-Engineering	51,563	9,564	18.55%	5,134
Payroll-Janitor	6,620	2,041	30.83%	1,016
Payroll-Landscape	14,688	-	0.00%	-
Payroll Taxes	13,475	2,368	17.57%	1,172
ProfServ-Info Technology	1,500	69	4.60%	-
ProfServ-Swim Pool Commiss	3,000	-	0.00%	-
Contracts-Landscape	5,000	-	0.00%	-

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-21 ACTUAL
Travel and Per Diem	200	25	12.50%	-
Communication - Telephone	6,100	1,059	17.36%	363
Utility - General	56,100	10,659	19.00%	4,238
Utility - Cable TV Billing	4,500	908	20.18%	299
Utility - Refuse Removal	2,700	567	21.00%	83
R&M-Buildings	10,000	1,862	18.62%	195
R&M-Pools	25,000	4,626	18.50%	1,473
R&M-Vehicles	500	-	0.00%	-
Advertising	1,500	330	22.00%	110
Miscellaneous Services	500	-	0.00%	-
Misc-Employee Meals	4,300	2,303	53.56%	2,101
Misc-Training	1,500	868	57.87%	868
Misc-Licenses & Permits	1,100	-	0.00%	-
Office Supplies	4,000	515	12.88%	313
Cleaning Supplies	1,500	16	1.07%	16
Office Equipment	3,000	596	19.87%	350
Snack-Bar Expenses	1,000	-	0.00%	-
Op Supplies - Spa & Paper	2,000	13	0.65%	-
Op Supplies - Uniforms	2,000	-	0.00%	-
Subscriptions and Memberships	6,000	1,245	20.75%	651
Capital Outlay - Pool	15,000	-	0.00%	-
Total Swimming Pool	444,720	81,988	18.44%	36,825

Tennis Court

Payroll-Salaries	126,000	28,207	22.39%	14,335
Payroll-Hourly	38,000	10,727	28.23%	5,180
Payroll-Benefits	35,008	8,311	23.74%	3,028
Payroll-Engineering	38,672	7,173	18.55%	3,850
Payroll-Commission	225,000	70,782	31.46%	27,375
Payroll-Janitor	3,600	665	18.47%	253
Payroll-Landscape	4,900	-	0.00%	-
Payroll Taxes	30,035	5,988	19.94%	2,634
ProfServ-Info Technology	6,000	1,436	23.93%	-
Contracts-Landscape	1,300	-	0.00%	-
Communication - Telephone	2,740	675	24.64%	203
Utility - Cable TV Billing	2,835	709	25.01%	236

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-21 ACTUAL
Electricity - General	12,750	3,000	23.53%	1,139
Electricity - Pump Station	-	100	0.00%	-
Utility - Refuse Removal	2,200	567	25.77%	83
Utility - Water & Sewer	1,500	153	10.20%	153
Rental/Lease - Vehicle/Equip	1,700	396	23.29%	132
R&M-General	7,000	1,132	16.17%	392
R&M-Court Maintenance	13,000	5,225	40.19%	4,750
R&M-Vandalism	1,000	-	0.00%	-
Printing and Binding	500	-	0.00%	-
Advertising	1,500	330	22.00%	110
Misc-Employee Meals	2,160	628	29.07%	628
Misc-Special Events	1,000	-	0.00%	-
Office Supplies	3,500	557	15.91%	217
Office Equipment	2,000	126	6.30%	-
Teaching Supplies	4,000	1,264	31.60%	81
Op Supplies - Uniforms	750	-	0.00%	-
COS - Start Up Inventory	13,000	3,531	27.16%	62
Subscriptions and Memberships	800	-	0.00%	-
Cap Outlay-Machinery and Equip	10,000	6,424	64.24%	6,274
Total Tennis Court	592,450	158,106	26.69%	71,115
Reserves				
Reserve - Field	150,000	-	0.00%	-
Total Reserves	150,000	-	0.00%	-
TOTAL EXPENDITURES & RESERVES	4,542,102	940,548	20.71%	347,022
Excess (deficiency) of revenues				
Over (under) expenditures	12	1,081,332	0.00%	894,622
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	12	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	12	-	0.00%	-
Net change in fund balance	\$ 12	\$ 1,081,332	0.00%	\$ 894,622
FUND BALANCE, BEGINNING (OCT 1, 2021)	2,494,337	2,494,337		
FUND BALANCE, ENDING	\$ 2,494,349	\$ 3,575,669		

Assets

- ▶ Cash - This includes Bank United Regular Operating Checking and BB&T Checking. BB&T will remain open for on-site staff to make deposits.
- ▶ Cash with Fiscal Agent - deposit in transit from BB&T to Bank United. These excess funds were deposited to Bank United in January.
- ▶ Assessments Receivable - delinquent assessments for FY2017-FY2021.
- ▶ Allow-Doubtful Collections - delinquent assessments for FY2017-FY2020.
- ▶ Due From Other Funds - assessments due from the general fund to the debt service fund. Transferred in January.
- ▶ Prepaid Items - Jan-Feb fire alarm monitoring, January club connect and January gate security services.

Liabilities

- ▶ Accounts Payable - invoices received that will be paid in following month.
- ▶ Accrued Expenses - utilities and contracted expenses that will be paid in following month.
- ▶ Sales Tax Payable - taxes due to the State of Florida for revenue collected at the District.
- ▶ Deferred Revenue - assessments for FY2021 not yet received for Parcel 072420-0493 and unidentified parcel(s).
- ▶ Due To Other Funds - assessments due from the general fund to the debt service fund. Transferred in January.

Fund Balance

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

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

Budget Analysis - Significant Variances
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<u>Account Name</u>	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>	<u>Explanation</u>
<u>Revenues</u>				
Interlocal Agreement - Other	\$ 346,471	\$ 86,230	25%	Interlocal agreement with Sweetwater Creek CDD.
Special Assmnts - Tax Collector	\$ 3,457,544	\$ 1,856,075	54%	Assessments collections through December 2021.
<u>Expenditures</u>				
<u>Other Public Safety</u>				
R&M Gate	\$ 15,000	\$ 8,234	55%	Includes hidden eyes installation change order for \$3,755.
<u>Field</u>				
R&M-Roads & Alleyways	\$ 30,000	\$ 14,253	48%	Includes: \$9,987 fence repair.
R&M-Sidewalks	\$ 35,000	\$ 23,119	66%	Promenade walkway concrete work.
<u>Landscape Services</u>				
R&M-Mulch	\$ 90,000	\$ 73,588	82%	Includes 9 trailers of new mulch for \$63,835.
<u>Operation & Maintenance</u>				
Postage and Freight	\$ 300	\$ 259	86%	Replenishing of the postage meter in November.
<u>Parks and Recreation-General</u>				
Insurance-Property & Casualty	\$ 114,166	\$ 52,130	46%	Public Risk insurance paid.
<u>Tennis Court</u>				
R&M-Court Maintenance	\$ 13,000	\$ 5,225	40%	Includes: court resurfacing for \$4,750.

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-21 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	0.00%	\$ -
Special Assmnts- Tax Collector	52,924	28,410	53.68%	18,676
Special Assmnts- Discounts	(2,117)	(1,137)	53.71%	(743)
TOTAL REVENUES	50,807	27,273	53.68%	17,933
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	1,058	545	51.51%	359
Total Administration	1,058	545	51.51%	359
TOTAL EXPENDITURES	1,058	545	51.51%	359
Excess (deficiency) of revenues Over (under) expenditures	49,749	26,728	53.73%	17,574
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	49,749	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	49,749	-	0.00%	-
Net change in fund balance	\$ 49,749	\$ 26,728	53.73%	\$ 17,574
FUND BALANCE, BEGINNING (OCT 1, 2021)	143,382	143,382		
FUND BALANCE, ENDING	\$ 193,131	\$ 170,110		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>DEC-21 ACTUAL</u>
<u>REVENUES</u>				
Interest - Investments	\$ 250	\$ 6	2.40%	\$ 1
Special Assmnts- Tax Collector	1,164,552	625,154	53.68%	410,954
Special Assmnts- Discounts	(46,582)	(25,010)	53.69%	(16,340)
TOTAL REVENUES	1,118,220	600,150	53.67%	394,615
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	23,291	12,003	51.53%	7,892
Total Administration	23,291	12,003	51.53%	7,892
<u>Debt Service</u>				
Principal Debt Retirement	620,000	-	0.00%	-
Interest Expense	464,750	232,375	50.00%	-
Total Debt Service	1,084,750	232,375	21.42%	-
TOTAL EXPENDITURES	1,108,041	244,378	22.05%	7,892
Excess (deficiency) of revenues Over (under) expenditures	10,179	355,772	0.00%	386,723
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	10,179	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	10,179	-	0.00%	-
Net change in fund balance	\$ 10,179	\$ 355,772	0.00%	\$ 386,723
FUND BALANCE, BEGINNING (OCT 1, 2021)	516,919	516,919		
FUND BALANCE, ENDING	\$ 527,098	\$ 872,691		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>DEC-21 ACTUAL</u>
<u>REVENUES</u>				
Interest - Investments	\$ 600	\$ 9	1.50%	\$ 2
Special Assmnts- Tax Collector	1,020,847	547,366	53.62%	359,819
Special Assmnts- Discounts	(40,834)	(21,898)	53.63%	(14,306)
TOTAL REVENUES	980,613	525,477	53.59%	345,515
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	20,417	10,509	51.47%	6,910
Total Administration	20,417	10,509	51.47%	6,910
<u>Debt Service</u>				
Principal Debt Retirement	570,000	-	0.00%	-
Principal Prepayments	-	10,000	0.00%	-
Interest Expense	404,750	202,375	50.00%	-
Total Debt Service	974,750	212,375	21.79%	-
TOTAL EXPENDITURES	995,167	222,884	22.40%	6,910
Excess (deficiency) of revenues Over (under) expenditures	(14,554)	302,593	0.00%	338,605
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(14,554)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(14,554)	-	0.00%	-
Net change in fund balance	\$ (14,554)	\$ 302,593	0.00%	\$ 338,605
FUND BALANCE, BEGINNING (OCT 1, 2021)	795,826	795,826		
FUND BALANCE, ENDING	\$ 781,272	\$ 1,098,419		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>DEC-21 ACTUAL</u>
<u>REVENUES</u>				
Interest - Investments	\$ 400	\$ 3	0.75%	\$ 1
Special Assmnts- Tax Collector	64,640	34,700	53.68%	22,810
Special Assmnts- Discounts	(2,586)	(1,388)	53.67%	(907)
TOTAL REVENUES	62,454	33,315	53.34%	21,904
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	1,293	667	51.59%	438
Total Administration	1,293	667	51.59%	438
<u>Debt Service</u>				
Principal Debt Retirement	15,000	-	0.00%	-
Interest Expense	45,820	22,910	50.00%	-
Total Debt Service	60,820	22,910	37.67%	-
TOTAL EXPENDITURES	62,113	23,577	37.96%	438
Excess (deficiency) of revenues Over (under) expenditures	341	9,738	0.00%	21,466
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	341	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	341	-	0.00%	-
Net change in fund balance	\$ 341	\$ 9,738	0.00%	\$ 21,466
FUND BALANCE, BEGINNING (OCT 1, 2021)	74,544	74,544		
FUND BALANCE, ENDING	\$ 74,885	\$ 84,282		

MARSHALL CREEK
Community Development District

Supporting Schedules

December 31, 2021

Non-Ad Valorem Special Assessments - St Johns County Tax Collector
(Monthly Assessment Collection Distributions)
For the Fiscal Year Ending September 30, 2022

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount	Allocation by Funds		
					General Fund	2002 Area Capital Reserves Fund	Debt Service (1) Funds
Assessments Levied FY 2022				\$ 5,759,307	\$ 3,457,544	\$ 52,924	\$ 2,248,840
Allocation%				100%	60%	1%	39%
11/04/21	45,309	2,492	925	48,726	29,252	448	19,026
11/17/21	257,728	10,958	5,260	273,945	164,460	2,517	106,967
11/23/21	693,081	29,432	14,145	736,657	442,245	6,769	287,643
12/08/21	1,125,888	47,835	22,977	1,196,700	718,427	10,997	467,276
TOTAL	\$ 2,122,006	\$ 90,716	\$ 43,306	\$ 3,091,704	\$ 1,856,075	\$ 28,410	\$ 1,207,220
TOTAL OUTSTANDING				\$ 2,667,602	\$ 1,601,469	\$ 24,513	\$ 1,041,620
% COLLECTED TO DATE				53.68%	53.68%	53.68%	53.68%

(1) Debt Services Funds - Series 2002 and 2015A and 2016.

Prior Year Delinquent Assessments

Tax Year/FY	Outstanding Parcel	Total Amount	General Fund	Cap Reserve 004	Debt Service
2016/2017	072420-0493	76,098	24,920	-	51,178
2017/2018	072420-0493	66,985	15,806	2,149	49,030
2018/2019	072420-0493	66,469	15,290	2,149	49,030
2019/2020	072420-0493	68,322	17,144	2,149	49,030
Multiple	Unidentified Parcel	5,276	3,195	-	2,081
2020/2021	(2)	69,665	41,818	638	27,209
Total O/S		\$ 352,814	\$ 118,172	\$ 7,085	\$ 227,557

(2) In process of receiving the parcel's information from the tax collector.

Cash and Investment Report

December 31, 2021

<u>Account Name</u>	<u>Account #</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND				
Checking Account - Operating	2195	BB&T	0.00%	\$ 97,394 (1)
Checking Account - Operating New	0249	Bank United	0.00%	\$ 1,776,718 (2)
		Subtotal Checking		<u>\$ 1,874,112</u>
BU MMA	9204	Bank United	0.22%	\$ 2,222,709
		Subtotal GF		<u>\$ 4,096,821</u>
DEBT SERVICE FUNDS				
Series 2002 Prepayment Fund	8793	US Bank	0.02	\$ 1,995
Series 2002 Reserve Fund	6726	US Bank	0.02	\$ 50,000
Series 2002 Revenue Fund	6730	US Bank	0.02	\$ 661,631
Series 2015A Prepayment Fund	80004	US Bank	0.02	\$ 3,173
Series 2015A Reserve Fund	80002	US Bank	0.02	\$ 480,250
Series 2015A Revenue Fund	80003	US Bank	0.02	\$ 475,725
Series 2016 Prepayment Fund	9004	US Bank	0.02	\$ 20
Series 2016 Reserve Fund	9002	US Bank	0.02	\$ 31,330
Series 2016 Revenue Fund	9003	US Bank	0.02	\$ 44,104
		Subtotal DS & CF		<u>\$ 1,748,228</u>
		Total		<u><u>\$ 5,845,050</u></u>

(1) Excess funds transferred to Bank United checking in January 2022.

(2) Excess funds in Bank United checking transferred monthly to Bank United money market account. \$540,000 were transferred in the month of December.

Marshall Creek CDD

Bank Reconciliation

Bank Account No. 0249 Bank United GF
 Statement No. 12-21
 Statement Date 12/31/2021

G/L Balance (LCY)	1,776,717.70	Statement Balance	1,796,859.45
G/L Balance	1,776,717.70	Outstanding Deposits	1,095.78
Positive Adjustments	0.00		
		Subtotal	1,797,955.23
Subtotal	1,776,717.70	Outstanding Checks	21,237.53
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	1,776,717.70	Ending Balance	1,776,717.70
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
6/2/2021	Payment	315	SHERWIN-WILLIAMS CO.	80.42	0.00	80.42
8/18/2021	Payment	748	VILLAGE KEY & ALARM, INC.	19.00	0.00	19.00
10/12/2021	Payment	1061	LOIS NICOLE EUBANKS	35.00	0.00	35.00
11/3/2021	Payment	1153	LOIS NICOLE EUBANKS	105.00	0.00	105.00
11/9/2021	Payment	1191	LOIS NICOLE EUBANKS	105.00	0.00	105.00
11/16/2021	Payment	1211	TIFFANY CUNNINGHAM	70.00	0.00	70.00
11/16/2021	Payment	1212	TIFFANY CUNNINGHAM	70.00	0.00	70.00
11/16/2021	Payment	1213	TIFFANY CUNNINGHAM	70.00	0.00	70.00
11/17/2021	Payment	1230	LOIS NICOLE EUBANKS	140.00	0.00	140.00
11/17/2021	Payment	1233	NOELANI TAYLOR	35.00	0.00	35.00
11/17/2021	Payment	1244	TIFFANY CUNNINGHAM	70.00	0.00	70.00
11/18/2021	Payment	1255	GLENDIA HOWELL	450.00	0.00	450.00
11/23/2021	Payment	1294	NATALYA CAILLIEZ	90.27	0.00	90.27
11/23/2021	Payment	1295	NOELANI TAYLOR	70.00	0.00	70.00
11/23/2021	Payment	1299	TIFFANY CUNNINGHAM	140.00	0.00	140.00
11/30/2021	Payment	1303	LOIS NICOLE EUBANKS	35.00	0.00	35.00
11/30/2021	Payment	1304	NOELANI TAYLOR	35.00	0.00	35.00
12/7/2021	Payment	1334	CRONIN ACE HARDWARE	49.26	0.00	49.26
12/7/2021	Payment	1346	MICHAEL E. GUYOT	72.00	0.00	72.00
12/10/2021	Payment	1354	EVANS, THOMAS	320.00	0.00	320.00
12/10/2021	Payment	1359	JERMAINE SOLOMON	50.00	0.00	50.00
12/15/2021	Payment	1374	CRISPIN ZINSMEISTER	140.00	0.00	140.00
12/15/2021	Payment	1375	DEBOW'S APPLIANCE SERVICE	132.08	0.00	132.08
12/15/2021	Payment	1378	LOIS NICOLE EUBANKS	176.00	0.00	176.00
12/30/2021	Payment	1387	AMY SUE LONG	210.00	0.00	210.00
12/30/2021	Payment	1388	ANNELISE HOWICK	198.00	0.00	198.00
12/30/2021	Payment	1389	BANKS, JEREMY	360.00	0.00	360.00
12/30/2021	Payment	1390	BRIAN BULLOCK	9,500.00	0.00	9,500.00
12/30/2021	Payment	1391	CHAD EUGENE HALLMAN	160.00	0.00	160.00
12/30/2021	Payment	1392	CRISPIN ZINSMEISTER	35.00	0.00	35.00
12/30/2021	Payment	1393	DANIEL MELVIN CALLAWAY	480.00	0.00	480.00
12/30/2021	Payment	1394	DIANE STOEVEER	315.00	0.00	315.00
12/30/2021	Payment	1395	ELIANA ROQUE	140.00	0.00	140.00
12/30/2021	Payment	1396	EMERT, SHAWN	200.00	0.00	200.00
12/30/2021	Payment	1397	GALINA BOLES	1,850.25	0.00	1,850.25

Marshall Creek CDD

Bank Reconciliation

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
12/30/2021	Payment	1398	JOSIE LYNN CARLETON	70.00	0.00	70.00
12/30/2021	Payment	1399	KRISTY SIEBERT	35.00	0.00	35.00
12/30/2021	Payment	1400	LAURA CORREA	210.00	0.00	210.00
12/30/2021	Payment	1401	LINA HERMEZ	420.00	0.00	420.00
12/30/2021	Payment	1402	LOIS NICOLE EUBANKS	35.00	0.00	35.00
12/30/2021	Payment	1403	MICHAEL KYPRISS	3,680.25	0.00	3,680.25
12/30/2021	Payment	1404	MIRANDA BULGER	255.00	0.00	255.00
12/30/2021	Payment	1405	NOELANI TAYLOR	210.00	0.00	210.00
12/30/2021	Payment	1406	REBECCA STEPHENSON	35.00	0.00	35.00
12/30/2021	Payment	1407	RON CULLUM	105.00	0.00	105.00
12/30/2021	Payment	1408	TIFFANY CUNNINGHAM	175.00	0.00	175.00
Total Outstanding Checks.....				21,237.53		21,237.53
Outstanding Deposits						
11/17/2021		DEP04619	TENNIS LESSONS.CLINIC/MERCHANDISE G/L	1,095.78	0.00	1,095.78
Total Outstanding Deposits.....				1,095.78		1,095.78

Marshall Creek CDD

Bank Reconciliation

Bank Account No. 2195 TRUIST (BB&T) GF
 Statement No. 12-21
 Statement Date 12/31/2021

G/L Balance (LCY)	97,394.37
G/L Balance	97,394.37
Positive Adjustments	0.00
Subtotal	97,394.37
Negative Adjustments	0.00
Ending G/L Balance	97,394.37
Difference	0.00

Statement Balance	96,864.89
Outstanding Deposits	529.48
Subtotal	97,394.37
Outstanding Checks	0.00
Differences	0.00
Ending Balance	97,394.37

Posting Date	Document Type	Document No.	Description		Amount	Cleared Amount	Difference
Outstanding Deposits							
12/27/2021		DEP04697	TENNIS LESSONS	G/L	125.00	0.00	125.00
12/28/2021		DEP04698	TENNIS LESSONS	G/L	120.00	0.00	120.00
12/29/2021		DEP04699	MERCHANDISE	G/L	15.98	0.00	15.98
12/30/2021		DEP04700	TENNIS LESSONS	G/L	230.00	0.00	230.00
12/30/2021		DEP04705	DECAL	G/L	35.00	0.00	35.00
12/31/2021		DEP04701	MERCHANDISE	G/L	3.50	0.00	3.50
Total Outstanding Deposits.....					529.48		529.48

Payroll Invoice Approval Listing

December 31, 2021

Week	Date	Amount
Week #50	12/17/21	\$60,349.91
Week #51	12/30/21	\$45,812.15
Total		\$106,162.06

Statistical Summary

Company: 49Z - Marshal Creek Cor Service Center: 0030 SEMA Status: Under Review
 Week#: 50 Pay Date: 12/17/2021 P/E Date: 12/12/2021
 Qtr/Year: 4/2021 Run Time/Date: 15:17:45 PM EST 12/13/2021

Taxes Debited	Federal Income Tax	4,712.85	
	Earned Income Credit Advances	0.00	
	Social Security - EE	3,479.48	
	Social Security - ER	3,479.48	
	Social Security Adj - EE	0.00	
	Medicare - EE	813.72	
	Medicare - ER	813.75	
	Medicare Adj - EE	0.00	
	Medicare Surtax - EE	0.00	
	Medicare Surtax Adj - EE	0.00	
	Federal Unemployment Tax	0.00	
	FMLA-PSL Payments Credit	0.00	
	FMLA-PSL ER FICA Credit	0.00	
	FMLA-PSL Health Care Premium Credit	0.00	
	Employee Retention Qualified Payments Credit	0.00	
	Employee Retention Qualified Health Care Credit	0.00	
	COBRA Premium Assistance Payments	0.00	
	State Income Tax	0.00	
	Non Resident State Income Tax	0.00	
	State Unemployment Insurance - EE	0.00	
	State Unemployment Insurance Adj - EE	0.00	
	State Disability Insurance - EE	0.00	
	State Disability Insurance Adj - EE	0.00	
	State Unemployment/Disability Ins - ER	0.00	
	State Family Leave Insurance - EE	0.00	
	State Family Leave Insurance - ER	0.00	
	State Family Leave Insurance Adj - EE	0.00	
	State Medical Leave Insurance - EE	0.00	
	State Medical Leave Insurance - ER	0.00	
	State Cares Fund - EE	0.00	
	Transit Tax - EE	0.00	
	Workers' Benefit Fund Assessment - EE	0.00	
	Workers' Benefit Fund Assessment - ER	0.00	
	Local Income Tax	0.00	
	School District Tax	0.00	
	Total Taxes Debited	13,299.28	
Other Transfers	ADP Check Acct. No.9855210249Tran/ABA267090594	17,337.46	
	Full Service Direct Deposit Acct. No.9855210249Tran/ABA267090594	29,713.17	
	Total Amount Debited From Your Account	60,349.91	Total Liability
			60,349.91

*K. Williams
 12/13/2021*

Statistical Summary

Company:49Z - Marshal Creek Cor Service Center:0030 SEMA Status:Under Review
 Week#:51 Pay Date:12/30/2021 P/E Date:12/26/2021
 Qtr/Year:4/2021 Run Time/Date:16:19:13 PM EST 12/27/2021

Taxes Debited	Federal Income Tax	3,190.99	
	Earned Income Credit Advances	0.00	
	Social Security - EE	2,642.19	
	Social Security - ER	2,642.19	
	Social Security Adj - EE	0.00	
	Medicare - EE	617.92	
	Medicare - ER	617.93	
	Medicare Adj - EE	0.00	
	Medicare Surtax - EE	0.00	
	Medicare Surtax Adj - EE	0.00	
	Federal Unemployment Tax	0.00	
	FMLA-PSL Payments Credit	0.00	
	FMLA-PSL ER FICA Credit	0.00	
	FMLA-PSL Health Care Premium Credit	0.00	
	Employee Retention Qualified Payments Credit	0.00	
	Employee Retention Qualified Health Care Credit	0.00	
	COBRA Premium Assistance Payments	0.00	
	State Income Tax	0.00	
	Non Resident State Income Tax	0.00	
	State Unemployment Insurance - EE	0.00	
	State Unemployment Insurance Adj - EE	0.00	
	State Disability Insurance - EE	0.00	
	State Disability Insurance Adj - EE	0.00	
	State Unemployment/Disability Ins - ER	0.00	
	State Family Leave Insurance - EE	0.00	
	State Family Leave Insurance - ER	0.00	
	State Family Leave Insurance Adj - EE	0.00	
	State Medical Leave Insurance - EE	0.00	
	State Medical Leave Insurance - ER	0.00	
	State Cares Fund - EE	0.00	
	Transit Tax - EE	0.00	
	Workers' Benefit Fund Assessment - EE	0.00	
	Workers' Benefit Fund Assessment - ER	0.00	
	Local Income Tax	0.00	
	School District Tax	0.00	
	Total Taxes Debited	9,711.22	
Other Transfers	ADP Check Acct. No.9855210249Tran/ABA267090594	10,751.68	
	Full Service Direct Deposit Acct. No.9855210249Tran/ABA267090594	25,349.25	
	Total Amount Debited From Your Account	45,812.15	Total Liability
			45,812.15

MARSHALL CREEK
Community Development District

Check Register

11/01/2021 - 12/31/2021

MARSHALL CREEK

Community Development District

**Payment Register by Fund
For the Period from 11/01/21 to 12/31/21
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	1128	11/02/21	BABOLAT VS NORTH AMERICA INC	2772060	TENNIS RACQUETS	Demo racquets	551005-57206	\$126.32
001	1128	11/02/21	BABOLAT VS NORTH AMERICA INC	2772060	TENNIS RACQUETS	Racquets	552143-57206	\$757.96
001	1128	11/02/21	BABOLAT VS NORTH AMERICA INC	2772323	STRINGS	COS - Start Up Inventory	552143-57206	\$480.88
001	1129	11/02/21	FIRSTSERVICE RESIDENTIAL	10750862	ONSITE STAFF FEE 10/09-10/22/21	ProfServ-Field Management	531016-53910	\$7,899.70
001	1130	11/02/21	FPL	09.08.2021 CHECK	FPL SVC 08/10-09/06	August 11, 2021 - Sept. 8, 2021	543013-53903	\$704.88
001	1130	11/02/21	FPL	09.08.2021 CHECK	FPL SVC 08/10-09/06	August 11, 2021 - Sept. 8, 2021	546034-52901	\$65.31
001	1130	11/02/21	FPL	09.08.2021 CHECK	FPL SVC 08/10-09/06	August 11, 2021 - Sept. 8, 2021	543006-57206	\$1,248.45
001	1130	11/02/21	FPL	09.08.2021 CHECK	FPL SVC 08/10-09/06	August 11, 2021 - Sept. 8, 2021	543001-57205	\$3,047.93
001	1130	11/02/21	FPL	09.07.2021 CHECK	FPL SVC 08/10-09/06	Electricity - Streetlighting	543013-53903	\$6,078.42
001	1130	11/02/21	FPL	09.07.2021 CHECK	FPL SVC 08/10-09/06	R&M-Gate	546034-52901	\$56.73
001	1130	11/02/21	FPL	10.08.2021 CHECK	FPL SVC 09/09-10/08	Electricity - Streetlighting	543013-53903	\$639.87
001	1130	11/02/21	FPL	10.08.2021 CHECK	FPL SVC 09/09-10/08	Utility - General	543001-57205	\$2,689.81
001	1130	11/02/21	FPL	10.08.2021 CHECK	FPL SVC 09/09-10/08	Electricity - General	543006-57206	\$957.57
001	1130	11/02/21	FPL	10.08.2021 CHECK	FPL SVC 09/09-10/08	R&M-Gate	546034-52901	\$61.73
001	1130	11/02/21	FPL	10.08.2021 CHECK	FPL SVC 09/09-10/08	Electricity - General	543006-53902	\$323.77
001	1131	11/02/21	HIDDEN EYES LLC	707379	SERVICE FOR 11/1/21-11/30/2021	11/01/2021 - 11/30/2021	534037-52901	\$12,012.75
001	1132	11/02/21	JESSICA BRYCE	10062021	FACE PAINT FOR FALL FESTIVAL	Face painter-Fall festival	549052-57202	\$375.00
001	1133	11/02/21	PALM CASUAL FURNITURE	109525	14 UMBRELLAS	Misc-Special Events	549052-57202	\$5,026.00
001	1134	11/02/21	POOLSURE	131295603108	SEASONAL WATER BILLING RATE	Nov. 2021	546074-57205	\$1,114.29
001	1135	11/02/21	UNUM LIFE INSURANCE	10132021	SVC 10/01-10/31	10/01/2021-10/31/2021	512010-53902	\$174.27
001	1135	11/02/21	UNUM LIFE INSURANCE	10132021	SVC 10/01-10/31	10/01/2021-10/31/2021	512010-57205	\$93.48
001	1135	11/02/21	UNUM LIFE INSURANCE	10132021	SVC 10/01-10/31	10/01/2021-10/31/2021	512010-57206	\$72.11
001	1135	11/02/21	UNUM LIFE INSURANCE	10132021	SVC 10/01-10/31	10/01/2021-10/31/2021	512010-52901	\$18.66
001	1135	11/02/21	UNUM LIFE INSURANCE	10132021	SVC 10/01-10/31	10/01/2021-10/31/2021	512010-53901	\$14.92
001	1136	11/02/21	VILLAGE KEY & ALARM, INC.	338051	MONITORING/MONTHLY OPENING & CLOSING REPORTS 11/01	11/01/2021 - 01/31/2022	534025-57202	\$156.00
001	1137	11/03/21	AFLAC	912168	OCT 21 COVERAGE	Oct. 1, 2021 - Oct. 31, 2021	512010-53902	\$56.76
001	1137	11/03/21	AFLAC	912168	OCT 21 COVERAGE	Oct. 1, 2021 - Oct. 31, 2021	512010-57205	\$51.60
001	1137	11/03/21	AFLAC	912168	OCT 21 COVERAGE	Oct. 1, 2021 - Oct. 31, 2021	512010-57206	\$26.64
001	1139	11/03/21	COMCAST	132599383	ACCT# 863185024 10/15-11/14/2021	Oct. 15, 2021 - Nov. 14, 2021	541003-53902	\$280.44
001	1139	11/03/21	COMCAST	132613138	ACCT# 963179979 SVC 10/15/21-11/14/21	Oct. 15, 2021- Nov. 14, 2021	541003-57205	\$183.17
001	1139	11/03/21	COMCAST	132613138	ACCT# 963179979 SVC 10/15/21-11/14/21	Oct. 15, 2021- Nov. 14, 2021	541003-57206	\$224.85
001	1139	11/03/21	COMCAST	132613138	ACCT# 963179979 SVC 10/15/21-11/14/21	Oct. 15, 2021- Nov. 14, 2021	546034-52901	\$205.92
001	1139	11/03/21	COMCAST	132613138	ACCT# 963179979 SVC 10/15/21-11/14/21	Oct. 15, 2021- Nov. 14, 2021	549921-53910	\$202.77
001	1140	11/03/21	CORNERSTONE HOMES	10272021	REFUND OVERPAYMENT ON PARK VOUCHER-WRONG RATE USED	Refund overpayment on Park voucher-768 S Loop	369950	\$43.17
001	1141	11/03/21	CRISPIN ZINSMEISTER	10132021	BODY PUMP CLASS W/E 10/13/21-10/17/21	w/e 10/17/2021-10/13	534111-57202	\$35.00
001	1141	11/03/21	CRISPIN ZINSMEISTER	10242021	BODY PUMP CLASS W/E 10/20/21-10/24-21	w/e 10/24/2021-10/20	534111-57202	\$35.00
001	1141	11/03/21	CRISPIN ZINSMEISTER	10182021	BODY PUMP CLASS W/E 10/18/21-10/24/21	w/e 10/24/2021-10/18	534111-57202	\$35.00
001	1142	11/03/21	DOWNEY'S JANITORIAL SUPPLIES	41-22919	CUPS/TOWELS/SOAP/TRASH BAGS	cups, towels, soap, trash bags	546001-57206	\$153.01
001	1143	11/03/21	ELIANA ROQUE	10142021	AQUA CLASS W/E 10/14/21-10/17/21	w/e 10/17/2021-10/14	534111-57202	\$35.00
001	1143	11/03/21	ELIANA ROQUE	10242021	AQUA AEROBICS W/E 10/21/21-10/24/21	w/e 10/24/2021-10/21	534111-57202	\$35.00
001	1144	11/03/21	EMERT, SHAWN	SE10262021	ROVING PATROL 4 HOURS W/E 10/23/21	w/e 10/23/2021	534099-52901	\$160.00
001	1145	11/03/21	EVANS, THOMAS	TE10262021	ROVING PATROL 8 HR W/E 10/23/21	w/e 10/23/2021	534099-52901	\$320.00
001	1146	11/03/21	FEDEX	7-536-81249	SVC FOR 10/11-10/13	Postage and Freight	541006-51301	\$41.60
001	1147	11/03/21	GARY PERNA	GP10262021	ROVING PATROL 12 HR W/E 10/23/21	W/E 10/23/2021	534099-52901	\$480.00
001	1148	11/03/21	HEAD PENN/ RACQUET SPORTS	5193319057	PENN CONTROL PLUS	Teaching Supplies	551009-57206	\$511.94
001	1148	11/03/21	HEAD PENN/ RACQUET SPORTS	5193325417	RACQUETS	COS - Start Up Inventory	552143-57206	\$131.07
001	1148	11/03/21	HEAD PENN/ RACQUET SPORTS	5193325418	RACQUETS	COS - Start Up Inventory	552143-57206	\$378.14
001	1148	11/03/21	HEAD PENN/ RACQUET SPORTS	5193328033	TEACHING SUPPLIES	Teaching Supplies	551009-57206	\$532.69
001	1149	11/03/21	HOME DEPOT CREDIT SERVICES	6514867	RETURN	Op Supplies - General	552001-53910	(\$49.98)
001	1149	11/03/21	HOME DEPOT CREDIT SERVICES	CM2900129	RETURN LEVEL	Op Supplies - General	552001-53910	(\$29.97)
001	1149	11/03/21	HOME DEPOT CREDIT SERVICES	9220722	MEN'S GRAY/DESERT SHORTS	Shorts	552001-53910	\$49.98
001	1149	11/03/21	HOME DEPOT CREDIT SERVICES	2503743	GE FILTER	Op Supplies - General	552001-53910	\$34.97

MARSHALL CREEK

Community Development District

**Payment Register by Fund
For the Period from 11/01/21 to 12/31/21
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	1149	11/03/21	HOME DEPOT CREDIT SERVICES	2900120	TORPEDO LEVEL	7" torpedo level	552001-53910	\$29.97
001	1149	11/03/21	HOME DEPOT CREDIT SERVICES	7903955	OCTANE CORDLESS SAW	Rigid 18v Octane cordless saw	552001-53910	\$149.00
001	1149	11/03/21	HOME DEPOT CREDIT SERVICES	6030152	DEWALT 20V CIRC BARE TOOL	Op Supplies - General	552001-53910	\$199.00
001	1149	11/03/21	HOME DEPOT CREDIT SERVICES	0034535	DEWALT 15 GA 2" BRT	Dewalt 15ga 2" brt	552001-53910	\$25.98
001	1150	11/03/21	INTERSTATE BATTERIES	30038013	2 BATTERY	2- battery	546022-53902	\$309.80
001	1151	11/03/21	L. WERNINCK & SONS, INC.	20320	1- 6X6-12/2-2X12-10/2-4X4-8	1-6x6-12	546081-53901	\$43.95
001	1151	11/03/21	L. WERNINCK & SONS, INC.	20320	1- 6X6-12/2-2X12-10/2-4X4-8	2-2x12-10, 2-4x4x8	546041-53902	\$73.88
001	1152	11/03/21	LAURA CORREA	10112021	AQUA ZUMBA W/E 10/11/21-10/17/21	w/e 10/17/2021-10/11	534111-57202	\$35.00
001	1153	11/03/21	LOIS NICOLE EUBANKS	10122021	CX WORX W/E 10/12/21-10/17/21	w/e 10/17/2021-10/12	534111-57202	\$35.00
001	1153	11/03/21	LOIS NICOLE EUBANKS	10192021	CX WORX W/E 10/19/21-10/24/21	w/e 10/24/2021-10/19	534111-57202	\$35.00
001	1153	11/03/21	LOIS NICOLE EUBANKS	10142021	CX WORX W/E 10/14/21-10/17/21	w/e 10/17/2021-10/14	534111-57202	\$35.00
001	1154	11/03/21	MCMMASTER-CARR SUPPLY CO.	67006461	MULTIPURPOSE ALUMINUM Z-BAR/RUBBER CUSHIONED U-BOL	UBolts	546001-57206	\$21.32
001	1155	11/03/21	OFFICE DEPOT	204208636001	PAPER/CUPS/PLANNERS/STAPLES/POST-ITS	Paper, cups, planners, staples, post-its	551002-53910	\$149.90
001	1156	11/03/21	PROGRESSIVE ENTERTAINMNET INC	CREEK-102021	CREEK-102021	Tables for Wine and cheese event	549052-57202	\$382.73
001	1156	11/03/21	PROGRESSIVE ENTERTAINMNET INC	102021	DUELING PIANOS	Dueling Pianos- DEC.	549052-57202	\$1,287.47
001	1157	11/03/21	PUBLIC SUPER MARKETS, INC.	0026600696	2-MATIC LINEN	FR-matic-Linen	549052-57202	\$8.98
001	1158	11/03/21	REPUBLIC SERVICES OF FL, L.P	0687-001174560	WASTE SVC 11/01-11/30	11/01/2021 - 11/30/2021	543020-53902	\$184.82
001	1158	11/03/21	REPUBLIC SERVICES OF FL, L.P	0687-001177337	WASTE SVC 11/01-11/30	11/01/2021-11/30/2021	543020-57205	\$243.30
001	1158	11/03/21	REPUBLIC SERVICES OF FL, L.P	0687-001177337	WASTE SVC 11/01-11/30	11/01/2021-11/30/2021	543020-57206	\$243.30
001	1159	11/03/21	SAFETY-KLEEN SYSTEMS, INC	87315564	MDL 16 SVC DATE 10/22/21	MDL 16	552030-53902	\$168.20
001	1160	11/03/21	ST. JOHNS COUNTY UTILITY DEPT.	101921-126261	ACCT# 532033-126261 SVC 09/19/21-10/11/21	10/19/2021	546034-52901	\$28.51
001	1160	11/03/21	ST. JOHNS COUNTY UTILITY DEPT.	101921-104785	ACCT# 514213-104785 SVC 09/19-10/11	10/19/2021	543001-57205	\$577.35
001	1160	11/03/21	ST. JOHNS COUNTY UTILITY DEPT.	101921-133660	ACCT# 514213-133660 SVC 09/19-10/11	10/19/2021	543021-53902	\$218.90
001	1160	11/03/21	ST. JOHNS COUNTY UTILITY DEPT.	101921-101723	ACCT# 514213-101723 SVC 09/19-10/11	10/19/2021	546034-52901	\$28.68
001	1160	11/03/21	ST. JOHNS COUNTY UTILITY DEPT.	101921-114659	ACCT# 514215-114659 SVC 09/19-10/11	10/19/2021	543001-57205	\$401.88
001	1160	11/03/21	ST. JOHNS COUNTY UTILITY DEPT.	101921-121119	ACCT# 514214-121119 SVC 09/19-10/11	10/19/2021	543021-57206	\$102.47
001	1160	11/03/21	ST. JOHNS COUNTY UTILITY DEPT.	101921-114653	ACCT# 514211-114653 SVC 09/19-10/11	10/19/2021	543021-53903	\$313.08
001	1161	11/03/21	ST. JOHN'S SALES & SERVICE	73804	SLEEVE/DRIVE TUBE/ DRIVE SHAFT	Drive Tube	546022-53902	\$231.15
001	1162	11/03/21	TURNER ACE ST. AUGUSTINE, INC	9441 /3	MINWAX STAIN/GOOF OFF REMOVER	Minwax stain, Goof off remover	552001-53902	\$40.97
001	1164	11/09/21	AMY SUE LONG	102921	W/E 10/31, 10/27, 10/29/2021	w/e 10/31/2021-10/27, 10/29	512011-53910	\$70.00
001	1164	11/09/21	AMY SUE LONG	101521	W/E 10/17, 10/15/2021	w/e 10/17/2021-10/15	512011-53910	\$70.00
001	1165	11/09/21	ANNELISE HOWICK	110121	TENNIS CLININCS W/E 10/31/2021	w/e 10/31/2021	512040-57206	\$39.75
001	1166	11/09/21	CANON SOLUTIONS AMERICA, INC	4037780752	COPIER 10/22-11/21/2021	10/22/2021-11/21/2021	552001-53902	\$30.00
001	1166	11/09/21	CANON SOLUTIONS AMERICA, INC	4037780029	COPIES 9/22-10/21/2021	09/22/2021-10/21/2021 copies	552001-53902	\$47.18
001	1167	11/09/21	CRISPIN ZINSMEISTER	10252021	BODY PUMP W/E 10/31, 10/25/2021	w/e 10/31/2021-10/25	534111-57202	\$35.00
001	1168	11/09/21	CRN JAX LLC	0000119	UPDATES COMPUTERS W/WINDOWS 10	Updates computers w/ Windows 10	549921-53910	\$100.00
001	1168	11/09/21	CRN JAX LLC	0000119	UPDATES COMPUTERS W/WINDOWS 10	Updates computers w/ Windows 10	531020-53902	\$75.00
001	1168	11/09/21	CRN JAX LLC	0000119	UPDATES COMPUTERS W/WINDOWS 10	Updates computers w/ Windows 10	549016-53910	\$225.00
001	1169	11/09/21	DAVID L. HANKLE	10292021	BAND FOR FALL FESTIVAL	Misc-Special Events	549052-57202	\$500.00
001	1170	11/09/21	DEBOW'S APPLIANCE SERVICE	10122021	ICE MACHINE RENTAL 11/2021	Nov 2021	544003-57206	\$132.08
001	1171	11/09/21	DIANE STOEVER	101421	W/E 10/17, 10/11, 10/12, 10/13, 10/14/2021	w/e 10/17/2021-10/11,10/11,10/12,10/12,10/13,10/14	512011-53910	\$210.00
001	1171	11/09/21	DIANE STOEVER	102021	W/E 10/24, 10/18, 10/20/2021	w/e 10/24/2021-10/18, 10/18, 10/20	512011-53910	\$105.00
001	1171	11/09/21	DIANE STOEVER	102721	W/E 10/31, 10/25, 10/27/2021	w/e 10/31/2021-10/25, 10/27	512011-53910	\$70.00
001	1172	11/09/21	ELIANA ROQUE	102721	W/E 10/31, 10/25, 10/26, 10/27/2021	w/e 10/31/2021-10/25,10/26, 10/26, 10/27	512011-53910	\$140.00
001	1172	11/09/21	ELIANA ROQUE	102021	W/E 10/24, 10/19, 10/20/2021	w/e 10/24/2021-10/19, 10/19, 10/20	512011-53910	\$105.00
001	1173	11/09/21	EMERT, SHAWN	SE11042021	SECURITY W/E 10/30/2021	w/e 10/30/2021	534099-52901	\$160.00
001	1174	11/09/21	EVANS, THOMAS	TE11042021	SECURITY W/E 10/30/2021	w/e 10/30/2021	534099-52901	\$160.00
001	1175	11/09/21	FLORIDA JANITOR & PAPER SUPPLY	343980	DOGI POT BAGS	Op Supplies - General	552001-53902	\$496.20
001	1176	11/09/21	FLORIDA PROPANE PARTNERS	1033683	TANK RENTAL 10/31/2021	Tank rental-10/31/2021	543001-57205	\$29.00
001	1177	11/09/21	FPL	10.06.2021 CHECK	SERVICE FOR 9/7-10/6/2021	Electricity - Streetlighting	543013-53903	\$6,176.58
001	1177	11/09/21	FPL	10.06.2021 CHECK	SERVICE FOR 9/7-10/6/2021	R&M-Gate	546034-52901	\$49.33
001	1178	11/09/21	GALINA BOLES	110121	TENNIS LESSONS/ CLINICS W/E 10/31/2021	w/e 10/31/2021	512040-57206	\$600.75
001	1179	11/09/21	GARY PERNA	GP11042021	SECURITY W/E 10/30/2021	W/E 10/30/2021	534099-52901	\$160.00
001	1180	11/09/21	HEAD PENN/ RACQUET SPORTS	5193328527	RACQUETS	COS - Start Up Inventory	552143-57206	\$729.65

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001	1181	11/09/21	HOWARD FERTILIZER &	CIN-000506448	QUICKSLIVER, FUSILADE	Quicksilver, Fusilade	546037-53902	\$510.50
001	1182	11/09/21	IAN MICHAEL SAFAR	IS11032021	SECURITY W/E 10/16/2021	w/e 10/16/2021	534099-52901	\$200.00
001	1182	11/09/21	IAN MICHAEL SAFAR	IS11042021	SECURITY W/E 10/30/2021	w/e 10/30/2021	534099-52901	\$160.00
001	1183	11/09/21	JERMAINE SOLOMON	102321	KIDS FITNESS W/E 10/24, 10/23/2021	w/e 10/24/2021-10/23	512011-53910	\$50.00
001	1184	11/09/21	KRISTY SIEBERT	102221	TABATA W/E 10/24, 10/22/2021	w/e 10/24/2021-10/22	512011-53910	\$35.00
001	1184	11/09/21	KRISTY SIEBERT	10292021	W/E 10/31, 10/29/2021	w/e 10/31/2021-10/29	512011-53910	\$35.00
001	1185	11/09/21	L. WERNINCK & SONS, INC.	20974	12-2x8 CEDAR BOARDS	R&M-Roads & Alleyways	546081-53901	\$1,286.44
001	1186	11/09/21	LAKE AND POND REMEDIATION, INC	755	AQUATIC WEED CONTROL 11/1-11/30/2021	11/01/2021-11/30/2021	546042-53903	\$4,000.00
001	1187	11/09/21	LAURA CORREA	102321	ZUMBA W/E 10/24/21, 10/21, 10/23/21	w/e 10/24/2021-10/21, 10/23	512011-53910	\$70.00
001	1187	11/09/21	LAURA CORREA	103021	ZUMBA W/E 10/31, 10/28, 10/30/2021	w/e 10/31/2021-10/28, 10/30	512011-53910	\$70.00
001	1187	11/09/21	LAURA CORREA	101621	ZUMBA W/E 10/17, 10/16/21	w/e 10/17/2021-10/16	512011-53910	\$35.00
001	1188	11/09/21	LEAF CAPITAL FUNDING LLC	12488069	BADGE PASS LEASE 11/23/2021	Subscriptions and Memberships	554001-57205	\$542.32
001	1189	11/09/21	LES MILLS UNITED STATES TRADING, INC	SIV0082582	VIRTUAL BUNDLE 11/1-11/30/2021	11/01/2021-11/30/2021	534111-57202	\$700.00
001	1190	11/09/21	LINA HERMEZ	101721	W/E 10/17, 10/11, 10/12, 10/12, 10/13, 10/15, 10/1	w/e 10/17/2021-10/11,10/12,10/12,10/13, 10/13,10/1	512011-53910	\$210.00
001	1190	11/09/21	LINA HERMEZ	102921	W/E 10/24, 10/18, 10/19, 10/20, 10/22, 10/24/2021	w/e 10/24/2021-10/18,10/19, 10/19,10/20,10/22, 10/	512011-53910	\$175.00
001	1190	11/09/21	LINA HERMEZ	103121	W/E 10/31, 10/25, 10/26, 10/27, 10/29, 10/31/21	w/e 10/31/2021-10/25, 10/26, 10/26,10/27,10/29,10/	512011-53910	\$175.00
001	1191	11/09/21	LOIS NICOLE EUBANKS	103021	W/E 10/31/2021, 10/30/2021	w/e 10/31/2021-10/30	512011-53910	\$35.00
001	1191	11/09/21	LOIS NICOLE EUBANKS	10312021	W/E 10/31/, 10/26/2021	w/e 10/31/2021-10/26	534111-57202	\$35.00
001	1191	11/09/21	LOIS NICOLE EUBANKS	10242021	W/E 10/24, 10/21/21	w/e 10/24/2021-10/21	534111-57202	\$35.00
001	1192	11/09/21	MEDICAL EXPRESS CORPORATION	202008325	DRUG SCREENING 10/11-10/25/2021	S Bieber, G Thompson	512010-57205	\$54.00
001	1192	11/09/21	MEDICAL EXPRESS CORPORATION	202008325	DRUG SCREENING 10/11-10/25/2021	J Beach, M Beveridge	512010-53902	\$54.00
001	1193	11/09/21	MICHAEL E. GUYOT	110121	PICKLEBALL CLININCS W/E 10/31/21	w/e 10/31/2021	512040-57206	\$40.00
001	1194	11/09/21	MICHAEL KYPRISS	10121	TENNIS LESSONS/CLINICS W/E 10/31/2021	w/e 10/31/2021	512040-57206	\$2,826.00
001	1195	11/09/21	MILNER SPORTS, LLC	INV-07929	SUNGLASSES	COS - Start Up Inventory	552143-57206	\$110.87
001	1196	11/09/21	MIRANDA BULGER	101621	HITT/SPIN/ KID FITNESS W/E 10/17/21, 10/11, 10/13,	w/e 10/17/2021-10/11, 10/13, 10/16	512011-53910	\$122.50
001	1196	11/09/21	MIRANDA BULGER	102021	HITT/SPIN W/E 10/24/21, 10/18, 10/20/21	w/e 10/24/2021-10/18, 10/20	512011-53910	\$87.50
001	1196	11/09/21	MIRANDA BULGER	102721	HITT/SPIN W/E 10/31/21, 10/25/21, 10/27/21	w/e 10/31/2021-10/25, 10/27	512011-53910	\$87.50
001	1197	11/09/21	NOELANI TAYLOR	101321	SPIN W/E 10/17/2021-10/13/2021	w/e 10/17/2021-10/13	512011-53910	\$35.00
001	1197	11/09/21	NOELANI TAYLOR	101821	SPIN CLASS W/E 10/24/21, 10/18/2021	w/e 10/24/2021-10/18	512011-53910	\$35.00
001	1197	11/09/21	NOELANI TAYLOR	102521	W/E 10/31/21, 10/25/2021	w/e 10/31/2021-10/25	512011-53910	\$35.00
001	1197	11/09/21	NOELANI TAYLOR	102721	CYCLE W/E 10/31/21, 10/27/2021	w/e 10/31/2021-10/27	512011-53910	\$35.00
001	1197	11/09/21	NOELANI TAYLOR	110121	SPIN W/E 11/7/21, 11/1/2021	/w 11/07/2021-11/01	512011-53910	\$35.00
001	1197	11/09/21	NOELANI TAYLOR	101121	SPIN W/E 10/17/21, 10/11/2021	w/e 10/17/2021-10/11	512011-53910	\$35.00
001	1198	11/09/21	OFFICE DEPOT	204005069001	BINDERS, FOLDERS, OFFICE CHAIR	Binders, folders	551002-53910	\$72.38
001	1198	11/09/21	OFFICE DEPOT	204005069001	BINDERS, FOLDERS, OFFICE CHAIR	Office chair	551005-57205	\$245.68
001	1199	11/09/21	PUBLIX SUPER MARKETS, INC.	0039890290	DISTILLED WATER	R&M-Equipment	546022-53902	\$13.14
001	1199	11/09/21	PUBLIX SUPER MARKETS, INC.	0040353606	PRIZES FOR COSTUMES	Misc-Special Events	549052-57202	\$150.00
001	1200	11/09/21	RACHEL M. SOLES	RS11042021	SECURITY W/E 10/30/2021	w/e 10/30/2021	534099-52901	\$120.00
001	1201	11/09/21	REBECCA STEPHENSON	102921	W/E 10/31, 10/15, 10/22, 10/29/2021	w/e 10/31/2021-10/15,10/22, 10/29	512011-53910	\$105.00
001	1202	11/09/21	RON CULLUM	102121	TAI CHI W/E 10/24, 10/7, 10/14, 10/21/21	w/e 10/24/2021-10/07, 10/14, 10/21	512011-53910	\$105.00
001	1203	11/09/21	SYNCHRONY BANK	19712	MUMS	Impr - Landscape	563023-53902	\$59.67
001	1205	11/09/21	TURNER PEST CONTROL LLC	7932620	COMMERCIAL PEST CONTROL 10/27/2021	10/27/2021	564001-57206	\$24.75
001	1205	11/09/21	TURNER PEST CONTROL LLC	7932620	COMMERCIAL PEST CONTROL 10/27/2021	10/27/2021	534025-57202	\$111.30
001	1205	11/09/21	TURNER PEST CONTROL LLC	7932620	COMMERCIAL PEST CONTROL 10/27/2021	10/27/2021	546034-52901	\$47.70
001	1206	11/09/21	WESCO TURF SUPPLY INC.	41046313	CABLE FNR	R&M-Equipment	546022-53902	\$81.23
001	1206	11/09/21	WESCO TURF SUPPLY INC.	41046793	HUB	R&M-Equipment	546022-53902	\$140.27
001	1206	11/09/21	WESCO TURF SUPPLY INC.	41047126	2 SWITCHES	2-switches	546022-53902	\$31.60
001	1206	11/09/21	WESCO TURF SUPPLY INC.	41047125	SELECT SHAFT, STEEL BALL, SPRING, BOLT	Select shaft,steel ball, spring, bolt	546022-53902	\$110.79
001	1206	11/09/21	WESCO TURF SUPPLY INC.	41047433	5 PANEL MIRROR	R&M-Equipment	546022-53902	\$80.84
001	1206	11/09/21	WESCO TURF SUPPLY INC.	41047434	SWITCH, CABLE SHIFTER	R&M-Equipment	546022-53902	\$118.22
001	1207	11/16/21	BABOLAT VS NORTH AMERICA INC	2773081	RACQUETS	COS - Start Up Inventory	552143-57206	\$383.53
001	1208	11/16/21	FIRSTSERVICE RESIDENTIAL	10751752	BASE MANAGEMENT FEE 11/2021	ProfServ-Field Management	531016-53910	\$5,747.00
001	1209	11/16/21	PROSSER	46970	GEN ENGINEERING SERVICES OCT 2021	ProfServ-Engineering	531013-51501	\$770.00
001	1211	11/16/21	TIFFANY CUNNINGHAM	101421	CARDIO TRANING W/E 10/17, 10/12, 10/14/2021	w/e 10/17/2021-10/12, 10/14	512011-53910	\$70.00

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001	1212	11/16/21	TIFFANY CUNNINGHAM	102821	CARDIO TRAINING W/E 10/31, 10/26, 10/28/2021	w/e 10/31/2021-10/26, 10/28	512011-53910	\$70.00
001	1213	11/16/21	TIFFANY CUNNINGHAM	101921 A	W/E 10/24, 10/19, 10/21/2021	w/e 10/24/2021-10/19, 10/21	512011-53910	\$70.00
001	1214	11/17/21	ADP, INC.	591908859	P/E 10/11/2021 ACA AND TIME AND ATTEND	p/e 10/11/2021 ACA and Time and Attend.	512010-53902	\$97.20
001	1214	11/17/21	ADP, INC.	591908859	P/E 10/11/2021 ACA AND TIME AND ATTEND	p/e 10/11/2021 ACA and Time and Attend.	512010-57205	\$217.89
001	1214	11/17/21	ADP, INC.	591908859	P/E 10/11/2021 ACA AND TIME AND ATTEND	p/e 10/11/2021 ACA and Time and Attend.	512010-57206	\$92.34
001	1214	11/17/21	ADP, INC.	591908859	P/E 10/11/2021 ACA AND TIME AND ATTEND	p/e 10/11/2021 ACA and Time and Attend.	512010-52901	\$12.15
001	1214	11/17/21	ADP, INC.	591908859	P/E 10/11/2021 ACA AND TIME AND ATTEND	p/e 10/11/2021 ACA and Time and Attend.	512010-53901	\$9.72
001	1214	11/17/21	ADP, INC.	591908859	P/E 10/11/2021 ACA AND TIME AND ATTEND	p/e 10/11/2021 ACA and Time and Attend.	511001-51101	\$40.50
001	1214	11/17/21	ADP, INC.	591910233	W/E 10/17/21, 10/31/2021	w/e 10/17/2021, 10/31/2021	512010-53902	\$151.80
001	1214	11/17/21	ADP, INC.	591910233	W/E 10/17/21, 10/31/2021	w/e 10/17/2021, 10/31/2021	512010-57205	\$270.80
001	1214	11/17/21	ADP, INC.	591910233	W/E 10/17/21, 10/31/2021	w/e 10/17/2021, 10/31/2021	512010-57206	\$128.70
001	1214	11/17/21	ADP, INC.	591910233	W/E 10/17/21, 10/31/2021	w/e 10/17/2021, 10/31/2021	512010-52901	\$16.60
001	1214	11/17/21	ADP, INC.	591910233	W/E 10/17/21, 10/31/2021	w/e 10/17/2021, 10/31/2021	512010-53901	\$13.30
001	1215	11/17/21	AGROW PRO INC	14568	11/2021 MONTHLY LAWN MAINT	November 2021	546037-53902	\$3,300.00
001	1216	11/17/21	AMY SUE LONG	102221	YOGA W/E 10/24, 10/20, 10/22/2021	w/e 10/24/2021-10/20, 10/22	512011-53910	\$70.00
001	1217	11/17/21	CRISPIN ZINSMEISTER	10312021	BODY PUMP W/E 10/31/21, 10/27/2021	w/e 10/31/2021-10/27	534111-57202	\$35.00
001	1217	11/17/21	CRISPIN ZINSMEISTER	11032021	BODY PUMP W/E 11/7, 11/3/2021	w/e 11/07/2021-11/03	534111-57202	\$35.00
001	1217	11/17/21	CRISPIN ZINSMEISTER	11012021	BODY PUMP W/E 11/7, 11/1/2021	w/e 11/07/2021-11/01	534111-57202	\$35.00
001	1217	11/17/21	CRISPIN ZINSMEISTER	11102021	BODY PUMP W/E 11/14, 11/10/2021	w/e 11/14/2021-11/10	534111-57202	\$35.00
001	1217	11/17/21	CRISPIN ZINSMEISTER	11082021	BODY PUMP W/E 11/14, 11/8/2021	w/e 11/14/2021-11/08	534111-57202	\$35.00
001	1218	11/17/21	DOWNEY'S JANITORIAL SUPPLIES	4123010	MULTIFOLD TOWELS	Op Supplies - Spa & Paper	552012-57205	\$45.11
001	1219	11/17/21	ELIANA ROQUE	110321	W/E 11/7/21, 11/1/21, 11/2/21, 11/3/21	w/e 11/07/2021-11/01,11/02,11/02,11/03	512011-53910	\$140.00
001	1220	11/17/21	FEDEX	7-552-20399	SERVICE FOR 10/22/2021	Postage and Freight	541006-51301	\$16.89
001	1221	11/17/21	FIRSTSERVICE RESIDENTIAL	10753351	ONSITE STAFF FEE 10/23-11/5/21	ProfServ-Field Management	531016-53910	\$7,899.70
001	1222	11/17/21	GARY PERNA	GP11102021	SECURITY W/E 11/6/2021	W/E 11/06/2021	534099-52901	\$560.00
001	1223	11/17/21	HIDDEN EYES LLC	708333	SERVICE FOR 12/1-12/31/2021	12/01/2021 - 12/31/2021	155000	\$12,012.75
001	1224	11/17/21	HOME DEPOT CREDIT SERVICES	5710818	R&M Electrical	15a weather/tamper GFCI	546020-53901	\$219.70
001	1224	11/17/21	HOME DEPOT CREDIT SERVICES	4472408	3- 300W LIGHT BULBS	3-300w light bulbs	546020-53901	\$291.30
001	1224	11/17/21	HOME DEPOT CREDIT SERVICES	4888678	DUPLEX OUTLET, 5 RECEPTACLES	R&M-Electrical	546020-53901	\$77.35
001	1224	11/17/21	HOME DEPOT CREDIT SERVICES	4025283	TUBE SQUARE	R&M-General	546001-57206	\$20.82
001	1225	11/17/21	JERMAINE SOLOMON	110621	KIDS FITNESS W/E 11/7, 11/6/21	w/e 11/07/2021-11/06	512011-53910	\$50.00
001	1226	11/17/21	KRISTY SIEBERT	110521	TABATA W/E 11/7/21, 11/5/21	w/e 11/07/2021-11/05	512011-53910	\$35.00
001	1227	11/17/21	L. WERNINCK & SONS, INC.	20983	6-2x6-12, 24-2x2-8	R&M-Boardwalks	546009-53901	\$226.74
001	1228	11/17/21	LAURA CORREA	110621	ZUMBA W/E 11/7, 11/4, 11/6/2021	w/e 11/07/2021-11/04, 11/06	512011-53910	\$70.00
001	1229	11/17/21	LINA HERMEZ	111521	W/E 11/7/21, 11/1, 11/2, 11/3, 11/5, 11/7/21	w/e 11/07/2021-11/01,11/02,11/02, 11/03, 11/05,11/	512011-53910	\$210.00
001	1230	11/17/21	LOIS NICOLE EUBANKS	10282021	W/E 10/31/2021, 10/28/2021	w/e 10/31/2021-10/28	534111-57202	\$35.00
001	1230	11/17/21	LOIS NICOLE EUBANKS	11072021	W/E 11/7, 11/2/2021	W/E 11/07/2021-11/02	534111-57202	\$35.00
001	1230	11/17/21	LOIS NICOLE EUBANKS	11142021	W/E 11/14/2021, 11/9/2021	w/e 11/14/2021-11/09	534111-57202	\$35.00
001	1230	11/17/21	LOIS NICOLE EUBANKS	11042021	W/E 11/7/21, 11/4/21	w/e 11/07/2021 - 11/04	534111-57202	\$35.00
001	1231	11/17/21	MIRANDA BULGER	110321	W/E 11/7/2021, 11/1/21, 11/3/21	w/e 11/07/2021-11/01, 11/03	512011-53910	\$87.50
001	1232	11/17/21	MSC 7511	INV4491033	SERVICE FOR 10/3-11/2/2021	10/03/2021 - 11/02/2021	547001-53910	\$170.07
001	1232	11/17/21	MSC 7511	INV4491033	SERVICE FOR 10/3-11/2/2021	10/03/2021 - 11/02/2021	551002-57205	\$56.69
001	1232	11/17/21	MSC 7511	INV4491033	SERVICE FOR 10/3-11/2/2021	10/03/2021 - 11/02/2021	551002-57206	\$56.68
001	1232	11/17/21	MSC 7511	INV4491033	SERVICE FOR 10/3-11/2/2021	10/03/2021 - 11/02/2021	552001-53902	\$56.69
001	1233	11/17/21	NOELANI TAYLOR	11072021	SPIN CLASS W/E 11/7, 11/3/2021	w/e 11/07/2021-11/03	512011-53910	\$35.00
001	1234	11/17/21	OFFICE DEPOT	205433366001	WALL SIGN	Office Supplies	551002-57206	\$124.79
001	1234	11/17/21	OFFICE DEPOT	205431557001	PAPER ROLL	Office Supplies	551002-57206	\$29.99
001	1234	11/17/21	OFFICE DEPOT	204682663001	THERMAL ROLL, LEGAL PADS	Office Supplies	551002-57206	\$55.97
001	1234	11/17/21	OFFICE DEPOT	204681959001	HEWLETT INK	Office Supplies	551002-57206	\$46.89
001	1235	11/17/21	PARTRIDGE WELL DRILLING CO., I	109703	DRIVE TRIPPING OVER LOW PRESSURE	R&M-Pump Station	546075-53902	\$460.00
001	1236	11/17/21	PROGRESSIVE ENTERTAINMNET INC	111121	FACE PAINTER FALL FESTIVAL	Face Painter-fall festival	549052-57202	\$395.00
001	1237	11/17/21	PUBLIX SUPER MARKETS, INC.	0050411508	BAND-AIDS, HAND SOAP	Office Supplies	551002-57206	\$25.88
001	1237	11/17/21	PUBLIX SUPER MARKETS, INC.	CM002660096	PD IN ERROR	Misc-Special Events	549052-57202	(\$8.98)
001	1238	11/17/21	QUADIANT FINANCE USA, INC	14817774	REPLENISH POSTAGE METER	Postage and Freight	541006-53910	\$200.00

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001	1239	11/17/21	REBECCA STEPHENSON	110521	SENIOR YOGA W/E 11/7/21, 11/5/2021	w/e 11/07/2021-11/05	512011-53910	\$35.00
001	1240	11/17/21	ROBERT PAUL HARPIN	RH11102021	SECURITY W/E 11/6/2021	w/e 11/06/2021	534099-52901	\$200.00
001	1241	11/17/21	ROMULO PINE STRAW, INC	111121	9 TRAILERS PINE STRAW	R&M-Mulch	546059-53902	\$65,835.00
001	1242	11/17/21	SHANA MICHELLE MCDOWELL	11032021	ZUMBA INSTRUCTION W/E 11/7, 11/3/2021	w/e 11/07/2021-11/03	512011-53910	\$35.00
001	1243	11/17/21	SHERWIN-WILLIAMS CO.	9403-4	15 5 GAL SPR EXT FL ULTRA	15 - 5 gal Spr EXT FL Ultra	546012-57205	\$691.20
001	1244	11/17/21	TIFFANY CUNNINGHAM	110421	CARDIO W/E 11/7, 11/2, 11/4/2021	w/e 11/07/2021-11/02, 11/04	512011-53910	\$70.00
001	1245	11/17/21	UNITED SITE SERVICES	114-1255121	HANDI CAP RENTAL 10/4-10/31/21	10/04/2021 - 10/31/2021	546009-53901	\$177.00
001	1246	11/18/21	ANNELISE HOWICK	111521	TENNIS LESSONS W/E 11/14/2021	W/E 11/14/2021	512040-57206	\$495.75
001	1247	11/18/21	AT&T	11022021-9023	ACCT# 904 59990230210566 11/2-12/1/2021	Nov. 2 - Dec. 1	541003-57205	\$21.90
001	1248	11/18/21	BRETT CARUSO	111521	PICKLEBALL CLINIC W/E 11/14/2021	W/E 11/14/2021	512040-57206	\$36.00
001	1249	11/18/21	DOWNEY'S JANITORIAL SUPPLIES	41-23035	MULTIFOLD TOWELS, CUPS	R&M-General	546001-57206	\$224.24
001	1250	11/18/21	EVANS, THOMAS	TE11162021	SECURITY W/E 11/13/2021	w/e 11/13/2021	534099-52901	\$160.00
001	1251	11/18/21	FEDEX	7-559-46235	SERVICE FOR 11/3/2021	Postage and Freight	541006-51301	\$17.19
001	1252	11/18/21	FPL	11.08.2021 CHECK	SERVICE FOR 10/8-11/8/2021	Oct. 8, 2021 - Nov. 8, 2021	543013-53903	\$601.76
001	1252	11/18/21	FPL	11.08.2021 CHECK	SERVICE FOR 10/8-11/8/2021	Oct. 8, 2021 - Nov. 8, 2021	543001-57205	\$2,700.43
001	1252	11/18/21	FPL	11.08.2021 CHECK	SERVICE FOR 10/8-11/8/2021	Oct. 8, 2021 - Nov. 8, 2021	546034-52901	\$60.30
001	1252	11/18/21	FPL	11.08.2021 CHECK	SERVICE FOR 10/8-11/8/2021	Oct. 8, 2021 - Nov. 8, 2021	543006-53902	\$1,213.74
001	1252	11/18/21	FPL	11.04.2021 CHECK	SERVICE FOR 10/6-11/4/2021	Electricity - Streetlighting	543013-53903	\$6,196.82
001	1252	11/18/21	FPL	11.04.2021 CHECK	SERVICE FOR 10/6-11/4/2021	R&M-Gate	546034-52901	\$48.46
001	1253	11/18/21	GALINA BOLES	111521	TENNIS LESSONS W/E 11/14/2021	W/E 11/14/2021	512040-57206	\$2,288.25
001	1254	11/18/21	GARY PERNA	GP11162021	SECURITY W/E 11/13/2021	W/E 11/13/2021	534099-52901	\$320.00
001	1255	11/18/21	GLENDIA HOWELL	111121	BALLOON ARTIST	Misc-Special Events	549052-57202	\$450.00
001	1256	11/18/21	HEAD PENN/ RACQUET SPORTS	5193336339	TEACHING BALLS	Teaching Supplies	551009-57206	\$650.98
001	1256	11/18/21	HEAD PENN/ RACQUET SPORTS	5193337539	RACQUETS	COS - Start Up Inventory	552143-57206	\$163.71
001	1257	11/18/21	HIDDEN EYES LLC	00037074	2-12 OCTAGONAL BOOMS	R&M-Gate	546034-52901	\$1,692.00
001	1257	11/18/21	HIDDEN EYES LLC	00038279	SVC CALL- SOUTH GATE VISITOR ARM STRUCK	R&M-Gate	546034-52901	\$185.00
001	1258	11/18/21	INVISION CONSTRUCTION	1508	INSTALL DOOR TO LAUNDRY ROOM AND THRESHOLDS IN HAL	Cap Outlay-Clubhouse	564061-57202	\$2,937.94
001	1259	11/18/21	JENNIFER DIANE ROBERTSON	10172021	BODY PUMP W/E 10/17/21, 10/11/2021	w/e 10/17/2021-10/11	534111-57202	\$35.00
001	1260	11/18/21	LWT SPECIALTY TIRE LLC	6684	2-MULTI-TRAC TIRES	R&M-Equipment	546022-53902	\$280.00
001	1261	11/18/21	MCMASTER-CARR SUPPLY CO.	68185307	TORX SCREWS	Op Supplies - General	552001-53910	\$21.75
001	1261	11/18/21	MCMASTER-CARR SUPPLY CO.	68258118	FLAT TIP SCREWS	Op Supplies - General	552001-53910	\$23.84
001	1262	11/18/21	MICHAEL E. GUYOT	111521	PICKLEBALL CLINIC W/E 11/14/2021	W/E 11/14/2021	512040-57206	\$60.00
001	1263	11/18/21	MICHAEL KYPRISS	111521	TENNIS LESSONS W/E 11/14/2021	W/E 11/14/2021	512040-57206	\$3,381.00
001	1264	11/18/21	NEIGHBORHOOD PUBLICATIONS	MCCDD0633	11/2021 WEBSITE MAINT	11/2021 WEBSITE MAINT.	547001-53910	\$220.00
001	1264	11/18/21	NEIGHBORHOOD PUBLICATIONS	MCCDD0633	11/2021 WEBSITE MAINT	Advertising	548001-57205	\$110.00
001	1264	11/18/21	NEIGHBORHOOD PUBLICATIONS	MCCDD0633	11/2021 WEBSITE MAINT	Advertising	548001-57206	\$110.00
001	1265	11/18/21	ROBERT W DROST	11112021	CARICATURES FOR FALL FESTIVAL	Misc-Special Events	549052-57202	\$375.00
001	1266	11/18/21	ST. JOHN'S SALES & SERVICE	74780	1 ANTEGO SET BLACK WHEEL	1 Antego set- black wheel	546022-53902	\$247.30
001	1266	11/18/21	ST. JOHN'S SALES & SERVICE	74781	OIL, AIR FILTERS	oil	552030-53902	\$17.68
001	1266	11/18/21	ST. JOHN'S SALES & SERVICE	74781	OIL, AIR FILTERS	air filters	546022-53902	\$78.22
001	1267	11/18/21	TAYLOR RENTAL CENTER	247400	STUMP GRINDER	Rentals - General	544001-53902	\$332.35
001	1268	11/18/21	WESCO TURF SUPPLY INC.	41049562	REAR COIL	R&M-Equipment	546022-53902	\$226.57
001	1269	11/23/21	ERIN GUNIA	11122021	R/T TO PALM CASUAL	Travel and Per Diem	540001-57205	\$24.63
001	1270	11/23/21	HOME DEPOT CREDIT SERVICES	7515134	ROSE FOOD	R&M-Grounds	546037-53902	\$17.94
001	1271	11/23/21	HOME DEPOT CREDIT SERVICES	573490	250 ROMEX, T SHANK JIG SAW	R&M-Electrical	546020-53901	\$147.34
001	1271	11/23/21	HOME DEPOT CREDIT SERVICES	573490	250 ROMEX, T SHANK JIG SAW	Op Supplies - General	552001-53910	\$44.91
001	1271	11/23/21	HOME DEPOT CREDIT SERVICES	9783860	100 FT EXT CORD	R&M-Electrical	546020-53901	\$62.25
001	1271	11/23/21	HOME DEPOT CREDIT SERVICES	7162290	LITHIUM BATTERIES	R&M-Buildings	546012-57205	\$44.98
001	1271	11/23/21	HOME DEPOT CREDIT SERVICES	8903231	ROTARY HAMMER	Op Supplies - General	552001-53910	\$299.00
001	1271	11/23/21	HOME DEPOT CREDIT SERVICES	436412	REBAR HAMMER BIT	R&M-Electrical	546020-53901	\$51.42
001	1272	11/23/21	HOPPING, GREEN & SAMS	126009	GENERAL COUNSEL 10/2021 thru 11/15/2021	ProfServ-Legal Services	531023-51401	\$2,016.00
001	1273	11/23/21	INFRAMARK, LLC	70016	11/2021 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,433.33
001	1273	11/23/21	INFRAMARK, LLC	70016	11/2021 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-57201	\$2,100.00
001	1273	11/23/21	INFRAMARK, LLC	70016	11/2021 MANAGEMENT SERVICES	Postage and Freight	541006-51301	\$47.17

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001	1273	11/23/21	INFRAMARK, LLC	70016	11/2021 MANAGEMENT SERVICES	Printing and Binding	547001-51301	\$3.75
001	1274	11/23/21	JIM SMELAND	10012021	REIMBURSEMENT CELL 9/29-10/28/2021	cell-Sept. 29, 2021 - Oct. 28, 2021	552001-53902	\$50.00
001	1274	11/23/21	JIM SMELAND	09012021	REIMB FOR MILEAGE 9/8, CELL 8/29-9/28/21, EMPLOYEE	Mileage-09/08,	552001-53902	\$22.89
001	1274	11/23/21	JIM SMELAND	09012021	REIMB FOR MILEAGE 9/8, CELL 8/29-9/28/21, EMPLOYEE	cell-Aug.29, 2021 - Sep. 28, 2021	552001-53902	\$50.00
001	1274	11/23/21	JIM SMELAND	09012021	REIMB FOR MILEAGE 9/8, CELL 8/29-9/28/21, EMPLOYEE	Employee breakfast	549015-53902	\$23.29
001	1275	11/23/21	ST. AUGUSTINE RECORD	0000096450	LEGAL ADVERTISING 8/5-8/17/2021	Legal Advertising	548002-51301	\$1,194.71
001	1276	11/23/21	TONY MASTERS	10012021	REIMBURSEMENT FOR 9/24-10/23/2021	Sep. 24, 2021 - Oct. 23, 2021	552001-53902	\$30.00
001	1276	11/23/21	TONY MASTERS	09012021	REIMBURSEMENT 8/24-9/23/2021	Aug. 24, 2021 - Sept. 23, 2021	552001-53902	\$30.00
001	1277	11/23/21	UNUM LIFE INSURANCE	NOV2021-04388889-001	SERVICE FOR 11/1-11/30/2021	Nov. 1, 2021 - Nov. 30, 2021	512010-53902	\$144.77
001	1277	11/23/21	UNUM LIFE INSURANCE	NOV2021-04388889-001	SERVICE FOR 11/1-11/30/2021	Nov. 1, 2021 - Nov. 30, 2021	512010-57205	\$93.56
001	1277	11/23/21	UNUM LIFE INSURANCE	NOV2021-04388889-001	SERVICE FOR 11/1-11/30/2021	Nov. 1, 2021 - Nov. 30, 2021	512010-57206	\$71.98
001	1277	11/23/21	UNUM LIFE INSURANCE	NOV2021-04388889-001	SERVICE FOR 11/1-11/30/2021	Nov. 1, 2021 - Nov. 30, 2021	512010-52901	\$18.48
001	1277	11/23/21	UNUM LIFE INSURANCE	NOV2021-04388889-001	SERVICE FOR 11/1-11/30/2021	Nov. 1, 2021 - Nov. 30, 2021	512010-53901	\$14.74
001	1278	11/23/21	VINELLE MILLER	11122021	REIMBURSEMENT FOR CELL 9/27-10/26/2021	cell-Sept. 27 - Oct. 26	541003-53910	\$38.94
001	1279	11/23/21	AMY SUE LONG	111921	YOGA W/E 11/21, 11/17, 11/19/2021	w/e 11/21/2021-11/17, 11/19	512011-53910	\$70.00
001	1279	11/23/21	AMY SUE LONG	111221	YOGA W/E 11/14, 11/10, 11/12/2021	w/e 11/14/2021-11/10, 11/12	512011-53910	\$70.00
001	1279	11/23/21	AMY SUE LONG	110521	YOGA W/E 11/47, 11/3, 11/5/2021	w/e 11/07/2021-11/03, 11/05	512011-53910	\$70.00
001	1280	11/23/21	CRN JAX LLC	0000150	BB-FIT CTR AC SYS COMP-PROB W/HARD DRIVE	Billback Expenses Developer	549921-53910	\$173.89
001	1280	11/23/21	CRN JAX LLC	0000153	FIXED PTR DRIVERS AT GYM	Billback Expenses Developer	549921-53910	\$100.00
001	1280	11/23/21	CRN JAX LLC	0000135	I DRIVE BACKUP SUBSCRIPTION 1 YEAR	I Drive backup subscription-1 year	531020-53902	\$68.66
001	1280	11/23/21	CRN JAX LLC	0000135	I DRIVE BACKUP SUBSCRIPTION 1 YEAR	I Drive backup subscription-1 year	549016-53910	\$68.66
001	1280	11/23/21	CRN JAX LLC	0000135	I DRIVE BACKUP SUBSCRIPTION 1 YEAR	I Drive backup subscription-1 year	531020-57205	\$68.66
001	1280	11/23/21	CRN JAX LLC	0000135	I DRIVE BACKUP SUBSCRIPTION 1 YEAR	I Drive backup subscription-1 year	531020-57206	\$68.64
001	1281	11/23/21	DIANE STOEVER	112021	KIDS FITNESS W/E 11/21, 11/15, 11/17, 11/20/21	w/e 11/21/2021-11/15, 11/17, 11/20	512011-53910	\$105.00
001	1282	11/23/21	ELIANA ROQUE	111021	W/E 11/14, 11/9, 11/10/2021	w/e 11/14/2021-11/9, 11/9, 11/10	512011-53910	\$105.00
001	1282	11/23/21	ELIANA ROQUE	111721	W/E 11/21, 11/16, 11/17, 11/18/2021	w/e 11/21/2021-11/16, 11/17, 11/17, 11/18	512011-53910	\$140.00
001	1283	11/23/21	EMERT, SHAWN	SE112222021	SECURITY W/E 11/20/2021	w/e 11/20/2021	534099-52901	\$160.00
001	1284	11/23/21	EVANS, THOMAS	TE11222021	SECURITY W/E 11/20/2021	w/e 11/20/2021	534099-52901	\$160.00
001	1285	11/23/21	FEDEX	7-566-80847	SERVICE FOR 11/10-11/11/2021	Postage and Freight	541006-51301	\$49.99
001	1286	11/23/21	GARY PERNA	GP11222021	SECURITY W/E 11/20/2021	W/E 11/20/2021	534099-52901	\$120.00
001	1286	11/23/21	GARY PERNA	GP11192021	SECURITY W/E 11/13/2021	W/E 11/13/2021	534099-52901	\$200.00
001	1287	11/23/21	GLENDA MALEWICKI	111821	YOGA W/E 11/21, 9/23, 9/30, 10/7, 10/21, 10/28, 11	w/e 11/21/21-09/23,09/30,10/7,10/21,10/28,11/4,11/	512011-53910	\$280.00
001	1288	11/23/21	JERMAINE SOLOMON	111321	KIDS FITNESS 11/14, 11/13/2021	w/e 11/14/2021-11/13	512011-53910	\$50.00
001	1289	11/23/21	KRISTY SIEBERT	111921	TABATA W/E 11/21, 11/19/2021	w/e 11/21/2021-11/19	512011-53910	\$35.00
001	1290	11/23/21	LAURA CORREA	111321	ZUMBA W/E 11/14, 11/11, 11/13/2021	w/e 11/14/2021-11/11, 11/13	512011-53910	\$70.00
001	1291	11/23/21	LINA HERMEZ	111721	W/E 11/14, 11/18, 11/19, 11/9, 11/10, 11/12, 11/14	w/e 11/14/2021-11/8, 11/9, 11/9, 11/10,11/12,11/14	512011-53910	\$210.00
001	1292	11/23/21	MIRANDA BULGER	111721	HITT/SPIN W/E 11/21, 11/15, 11/17/2021	w/e 11/21/2021-11/15, 11/17	512011-53910	\$87.50
001	1292	11/23/21	MIRANDA BULGER	111021	HITT SPIN W/E 11/14, 11/8, 11/10/2021	w/e 11/14/2021-11/08, 11/08, 11/10	512011-53910	\$127.50
001	1293	11/23/21	N.Y. PIZZA CO	CREEK-112221	PIZZA FOR STAFF FALL FESTIVAL AND CLEANING NIGHT	pizza for staff-Fall festival and cleaning night	549015-57205	\$202.50
001	1294	11/23/21	NATALYA CAILLIEZ	111621	RPL LOST PR CK# 02052116-4/9/2021	RPL lost PR CK # 02052116-4/9/2021	512011-53910	\$90.27
001	1295	11/23/21	NOELANI TAYLOR	111721	SPIN W/E 11/21, 11/17/2021	w/e 11/21/2021-11/17	512011-53910	\$35.00
001	1295	11/23/21	NOELANI TAYLOR	111521	SPIN W/E 11/21, 11/15/2021	w/e 11/21/2021-11/15	512011-53910	\$35.00
001	1296	11/23/21	RACHEL M. SOLES	RS11222021	SECURITY W/E 11/20/2021	w/e 11/20/2021	534099-52901	\$200.00
001	1297	11/23/21	REBECCA STEPHENSON	111221	SENIOR FLOW YOGA W/E 11/14, 11/12/2021	w/e 11/14/21-11/12	512011-53910	\$35.00
001	1297	11/23/21	REBECCA STEPHENSON	111921	SENIOR YOGA W/E 11/21, 11/19/2021	w/e 11/21/2021-11/19	512011-53910	\$35.00
001	1298	11/23/21	RON CULLUM	111121	W/E 11/14/2021-10/28, 11/4, 11/11/2021	w/e 11/14/2021-10/28, 11/04, 11/11	512011-53910	\$105.00
001	1299	11/23/21	TIFFANY CUNNINGHAM	111121	CARDIO W/E 11/14, 11/9, 11/11/2021	w/e 11/14/2021-11/09, 11/11	512011-53910	\$70.00
001	1299	11/23/21	TIFFANY CUNNINGHAM	111821	CARDIO W/E 11/21, 11/16, 11/18/2021	w/e 11/21/2021-11/16, 11/18	512011-53910	\$70.00
001	1300	11/23/21	WELCH TENNIS COURTS, INC.	64426	1 COURT RAKE PANEL, 5-TYRAPS	1-Court Rake panel, 5-Tyraps	546017-57206	\$337.24
001	1301	11/30/21	CRISPIN ZINSMEISTER	11172021	BODY PUMP W/E 11/21/21, 11/17/2021	w/e 11/21/2021-11/17	534111-57202	\$35.00
001	1301	11/30/21	CRISPIN ZINSMEISTER	11152021	BODY PUMP W/E 11/21/21, 11/15/2021	w/e 11/21/2021-11/15	534111-57202	\$35.00
001	1302	11/30/21	HOWARD FERTILIZER &	CIN-000510281	PRO SLEDGE, SPECTICLE, ROUNDUP	R&M-Grounds	546037-53902	\$2,367.51
001	1303	11/30/21	LOIS NICOLE EUBANKS	11212021	W/E 11/21/21, 11/16/2021	w/e 11/21/2021-11/16	534111-57202	\$35.00
001	1304	11/30/21	NOELANI TAYLOR	102021	CYCLE W/E 10/24/21, 10/20/21	w/e 10/24/2021-10/20	512011-53910	\$35.00

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001	1305	11/30/21	BEAUTIFUL & SPOTLESS LAWN SERVICES, INC	000167	PLANT INSTALLATION	Impr - Landscape	563023-53902	\$500.00
001	1306	12/02/21	PROGRESSIVE ENTERTAINMNET INC	10202021	FALL FESTIVAL	Misc-Special Events	549052-57202	\$3,250.62
001	1306	12/02/21	PROGRESSIVE ENTERTAINMNET INC	10202021 A	TABLES FOR WINE & CHEESE	Misc-Special Events	549052-57202	\$382.73
001	1309	12/02/21	ADVANCE STORES COMPANY	9531125672901	FAT STRING, 2 CYCLE OIL	Fat String	546022-53902	\$9.20
001	1309	12/02/21	ADVANCE STORES COMPANY	9531125672901	FAT STRING, 2 CYCLE OIL	2 cycle oil	552030-53902	\$171.60
001	1309	12/02/21	ADVANCE STORES COMPANY	9531125736797	GREASE FITTING ASST	R&M-Equipment	546022-53902	\$8.99
001	1309	12/02/21	ADVANCE STORES COMPANY	9531125666761	FUNNEL SET	Op Supplies - General	552001-53902	\$7.07
001	1309	12/02/21	ADVANCE STORES COMPANY	9531125672966	2 GA BULK CABLE, COPPER LUG	R&M-Equipment	546022-53902	\$124.30
001	1309	12/02/21	ADVANCE STORES COMPANY	CM95311253571646	RETURN BATTERIES	R&M-Equipment	546022-53902	(\$539.32)
001	1309	12/02/21	ADVANCE STORES COMPANY	CM9531123571646	RETURN BATTERIES	RETURN BATTERIES	546022-53902	(\$539.32)
001	1309	12/02/21	ADVANCE STORES COMPANY	9531126667332	SPARK PLUGS, SHOP TOWELS, FRAM FILTER	R&M-Equipment	546022-53902	\$45.88
001	1309	12/02/21	ADVANCE STORES COMPANY	9531126667319	FUEL HOSE, BK STD HOSE	R&M-Equipment	546022-53902	\$15.10
001	1309	12/02/21	ADVANCE STORES COMPANY	9531130075715	JACK STAND	Op Supplies - General	552001-53902	\$87.28
001	1309	12/02/21	ADVANCE STORES COMPANY	9531130769528	RTV ULT BLK HI TEMP	R&M-Equipment	546022-53902	\$16.76
001	1309	12/02/21	ADVANCE STORES COMPANY	9531129948122	FLARE TOOL BRAKE LINE	Flare tool. brake line	546012-57205	\$41.73
001	1309	12/02/21	ADVANCE STORES COMPANY	9531130689475	BRAKE CLEANER, TOOL BOX 1 SQ PLATED	Brake cleaner, tool box, 1 sq plated	546022-53902	\$43.15
001	1309	12/02/21	ADVANCE STORES COMPANY	9531131427987	HYDRAULIC FLUID	Op Supplies - Fuel, Oil	552030-53902	\$21.81
001	1309	12/02/21	ADVANCE STORES COMPANY	9531131476422	OIL FILTER, FUEL TREATMENT, AIR FILTERS	R&M-Equipment	546022-53902	\$197.97
001	1309	12/02/21	ADVANCE STORES COMPANY	9531131660011	HITCH LOCKS	Op Supplies - General	552001-53902	\$45.00
001	1309	12/02/21	ADVANCE STORES COMPANY	9531131676633	BOLT	R&M-Equipment	546022-53902	\$2.29
001	1309	12/02/21	ADVANCE STORES COMPANY	9531131476460	OIL FILTER WRENCH	R&M-Equipment	546022-53902	\$15.26
001	1309	12/02/21	ADVANCE STORES COMPANY	9531131469878	OIL, OIL AND AIR FILTERS	oil	552030-53902	\$34.80
001	1309	12/02/21	ADVANCE STORES COMPANY	9531131469878	OIL, OIL AND AIR FILTERS	oil and air filters	546022-53902	\$35.00
001	1309	12/02/21	ADVANCE STORES COMPANY	9531131669992	TRAILER BALL MOUNT	Op Supplies - General	552001-53902	\$105.42
001	1309	12/02/21	ADVANCE STORES COMPANY	CM9531131469879	RETURN AIR FILTERS	R&M-Equipment	546022-53902	(\$7.86)
001	1309	12/02/21	ADVANCE STORES COMPANY	9531132660526	AIR AND OIL FILTERS	R&M-Equipment	546022-53902	\$12.76
001	1309	12/02/21	ADVANCE STORES COMPANY	9531132676985	5W20 OIL	Op Supplies - Fuel, Oil	552030-53902	\$29.95
001	1309	12/02/21	ADVANCE STORES COMPANY	9531132676989	5W20 OIL	Op Supplies - Fuel, Oil	552030-53902	\$17.97
001	1309	12/02/21	ADVANCE STORES COMPANY	8531132676964	5W20 OIL, OIL FILTER AND AIR FILTERS	5W20 oil	552030-53902	\$43.68
001	1309	12/02/21	ADVANCE STORES COMPANY	8531132676964	5W20 OIL, OIL FILTER AND AIR FILTERS	Oil filter and air filters	546022-53902	\$25.28
001	1310	12/02/21	BRANDON HETZLER II	BH11222021	SECURITY W/E 11/20/2021	w/e 11/20/2021	534099-52901	\$200.00
001	1312	12/02/21	DIANE STOEVER	101021	W/E 10/10, 10/1, 10/1, 10/8, 10/8, 10/10/2021	W/E 10/10/21-10/01,10/01, 10/08,10/08, 10/10	512011-53910	\$175.00
001	1313	12/02/21	EMERT, SHAWN	SE11172021	SECURITY W/E 11/6/2021	w/e 11/06/2021	534099-52901	\$160.00
001	1314	12/02/21	FIRSTSERVICE RESIDENTIAL	10757500	ONSITE STAFF FEE 11/6-11/19/2021	ProfServ-Field Management	531016-53910	\$7,899.70
001	1315	12/02/21	GAYLE R THEBERGE	111021	CYCLE CLASS W/E 11/14-11/10/2021	w/e 11/14/21-11/10	512011-53910	\$35.00
001	1316	12/02/21	HOME DEPOT CREDIT SERVICES	3123344	3-100 LIGHT LED SPOOL	R&M-Electrical	546020-53901	\$89.94
001	1317	12/02/21	PUBLIC RISK INSURANCE AGENCY	77483	POLICY# PK FL 1 0064954 21-13 10/1/21-10/1/22	BUSINESS AUTO	545002-51301	\$493.50
001	1317	12/02/21	PUBLIC RISK INSURANCE AGENCY	77483	POLICY# PK FL1 0064954 21-13 10/1/21-10/1/22	GENERAL LIABILITY	545002-51301	\$4,516.00
001	1317	12/02/21	PUBLIC RISK INSURANCE AGENCY	77483	POLICY# PK FL 1 0064954 21-13 10/1/21-10/1/22	CRIME	545002-51301	\$250.00
001	1317	12/02/21	PUBLIC RISK INSURANCE AGENCY	77483	POLICY# PK FL 1 0064954 21-13 10/1/21-10/1/22	PRIVACY AND NETWORK LIABILITY	545002-51301	\$450.00
001	1317	12/02/21	PUBLIC RISK INSURANCE AGENCY	77483	POLICY# PK FL1 0064954 21-13 10/1/21-10/1/22	INLAND MARINE	545009-57201	\$351.00
001	1317	12/02/21	PUBLIC RISK INSURANCE AGENCY	77483	POLICY# PK FL 1 0064954 21-13 10/1/21-10/1/22	PUBLIC OFFICIALS	545009-57201	\$2,632.00
001	1317	12/02/21	PUBLIC RISK INSURANCE AGENCY	77483	POLICY# PK FL1 0064954 21-13 10/1/21-10/1/22	COMMERCIAL PROPERTY	545009-57201	\$14,094.00
001	1318	12/02/21	REPUBLIC SERVICES OF FL, L.P	0687-001185270	SERVICE FOR 12/1-12/31/2021	CR 10/16 & 11/08	543020-57205	(\$75.07)
001	1318	12/02/21	REPUBLIC SERVICES OF FL, L.P	0687-001185270	SERVICE FOR 12/1-12/31/2021	CR 10/16 & 11/08	543020-57206	(\$75.07)
001	1318	12/02/21	REPUBLIC SERVICES OF FL, L.P	0687-001185270	SERVICE FOR 12/1-12/31/2021	12/01/2021 - 12/31/2021	543020-57205	\$158.21
001	1318	12/02/21	REPUBLIC SERVICES OF FL, L.P	0687-001185270	SERVICE FOR 12/1-12/31/2021	12/01/2021 - 12/31/2021	543020-57206	\$158.20
001	1318	12/02/21	REPUBLIC SERVICES OF FL, L.P	0687-001182388	SERVICE FOR 12/1-12/31/2021	12/01/2021 - 12/31/2021	543020-53902	\$186.26
001	1319	12/02/21	SITEONE LANDSCAPE	114612486-001	SCH 40 PVC	R&M-Irrigation	546041-53902	\$205.08
001	1320	12/02/21	UHS PREMIUM BILLING	064913239381	COVERAGE PERIOD 12/1-12/31/2021	12/01/2021 - 12/31/2021	512010-53902	\$2,501.64
001	1320	12/02/21	UHS PREMIUM BILLING	064913239381	COVERAGE PERIOD 12/1-12/31/2021	12/01/2021 - 12/31/2021	512010-57205	\$2,284.12
001	1320	12/02/21	UHS PREMIUM BILLING	064913239381	COVERAGE PERIOD 12/1-12/31/2021	12/01/2021 - 12/31/2021	512010-57206	\$2,176.44
001	1320	12/02/21	UHS PREMIUM BILLING	064913239381	COVERAGE PERIOD 12/1-12/31/2021	12/01/2021 - 12/31/2021	512010-52901	\$308.66
001	1320	12/02/21	UHS PREMIUM BILLING	064913239381	COVERAGE PERIOD 12/1-12/31/2021	12/01/2021 - 12/31/2021	512010-53901	\$246.93

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Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	1321	12/02/21	VILLAGE KEY & ALARM, INC.	338446	FIRE ALARM MONITORING 12/1-2/28/2021	Fire alarm monitoring-12/01/21-02/28/2022	155000	\$109.50
001	1321	12/02/21	VILLAGE KEY & ALARM, INC.	10709	KEYS REPLACEMENTS	Op Supplies - General	552001-53910	\$100.75
001	1322	12/02/21	WESCO TURF SUPPLY INC.	41050329	ROTOR DISC BRAKE	R&M-Equipment	546022-53902	\$343.95
001	1323	12/02/21	WILSON HEATING & AIR CONDITIONING INC	50825	CK A/C SET OFF FIRE ALARM	CK A/C-set off fire alarm	546004-57202	\$145.00
001	1324	12/03/21	COMCAST	134585415	ACCT# 963185024 11/15-12/14/2021	Nov. 15, 2021 - Dec. 14, 201	541003-53902	\$280.44
001	1324	12/03/21	COMCAST	134599549	ACCT# 963179979 SERVICE FOR 11/15-12/14/2021	NOV. 15, 2021- DEC. 14, 2021	541003-57205	\$183.17
001	1324	12/03/21	COMCAST	134599549	ACCT# 963179979 SERVICE FOR 11/15-12/14/2021	NOV. 15, 2021- DEC. 14, 2021	541003-57206	\$224.85
001	1324	12/03/21	COMCAST	134599549	ACCT# 963179979 SERVICE FOR 11/15-12/14/2021	NOV. 15, 2021- DEC. 14, 2021	546034-52901	\$205.92
001	1324	12/03/21	COMCAST	134599549	ACCT# 963179979 SERVICE FOR 11/15-12/14/2021	NOV. 15, 2021- DEC. 14, 2021	549921-53910	\$202.77
001	1325	12/03/21	BABOLAT VS NORTH AMERICA INC	2775414	BACKPACKS AND STRING	COS - Start Up Inventory	552143-57206	\$333.26
001	1326	12/07/21	ALL ABOUT CONCRETE & STONEMWORK	113021	DEP-REPAIR PROMENADE WALKWAY-STAMPED CONCRETE	R&M-Sidewalks	546084-53901	\$9,197.50
001	1327	12/07/21	AFLAC	244326	COVERAGE PERIOD 11/1-11/30/2021	11/01/2021-11/30/2021	512010-53902	\$56.76
001	1327	12/07/21	AFLAC	244326	COVERAGE PERIOD 11/1-11/30/2021	11/01/2021-11/30/2021	512010-57205	\$51.60
001	1327	12/07/21	AFLAC	244326	COVERAGE PERIOD 11/1-11/30/2021	11/01/2021-11/30/2021	512010-57206	\$26.64
001	1328	12/07/21	AGROW PRO INC	14672	12/2021 MONTHLY LAWN MAINT	12/01/2021 - 12/31/2021	534025-53902	\$3,300.00
001	1329	12/07/21	ANNELISE HOWICK	112921	TENNIS CLINICS W/E 11/28/2021	w/e 11/28/2021	512040-57206	\$53.25
001	1330	12/07/21	CANON SOLUTIONS AMERICA, INC	4038051428	COPIER 11/22-12/21/2021	11/22/2021-12/21/2021	551002-53902	\$30.00
001	1330	12/07/21	CANON SOLUTIONS AMERICA, INC	4038050752	COPIER 10/22-11/21/2021	10/22/2021-11/21/2021	551002-53902	\$37.16
001	1331	12/07/21	CINTAS CORP	8405421199	REPLENISH MEDICINE CABINET	replenish medicine cabinet	551002-57205	\$168.29
001	1332	12/07/21	CLUBSYSTEMS GROUP	SUP7121700	1/1/2022 CLUBCONNECT	01/01/2022	155000	\$1,367.50
001	1332	12/07/21	CLUBSYSTEMS GROUP	SUP7121700	1/1/2022 CLUBCONNECT	01/01/2022	155000	\$287.50
001	1333	12/07/21	CRN JAX LLC	0000130	INSTALL NEW EXTERNAL HD AND CLONE HD TO SCAN DISK	Misc-Connection Computer	549016-53910	\$295.10
001	1334	12/07/21	CRONIN ACE HARDWARE	4395/2	FILTERS AND PHOTOCCELL TIMER	R&M-General	546001-57206	\$49.26
001	1335	12/07/21	EMERT, SHAWN	SE113022021	SECURITY W/E 11/27/2021	w/e 11/27/2021	534099-52901	\$160.00
001	1336	12/07/21	EVANS, THOMAS	TE11302021	SECURITY W/E 11/27/2021	w/e 11/27/2021	534099-52901	\$320.00
001	1337	12/07/21	FIRSTSERVICE RESIDENTIAL	10758697	BASE MANAGEMENT FEE 12/2021	ProfServ-Field Management	531016-53910	\$5,747.00
001	1338	12/07/21	FLORIDA JANITOR & PAPER SUPPLY	344819-1	DOGI-POT DISPENSER	Op Supplies - General	552001-53902	\$344.00
001	1338	12/07/21	FLORIDA JANITOR & PAPER SUPPLY	344819	TOWELS AND DOGI-BAGS	Op Supplies - General	552001-53902	\$282.81
001	1339	12/07/21	GALINA BOLES	112921	TENNIS CLINICS W/E 11/28/2021	w/e 11/28/2021	512040-57206	\$733.50
001	1340	12/07/21	GARY PERNA	GP11302021	SECURITY W/E 11/27/2021	W/E 11/27/2021	534099-52901	\$360.00
001	1341	12/07/21	GRAINGER	9121913942	CLEARANCE BAR	R&M-Gate	546034-52901	\$374.45
001	1342	12/07/21	HEAD PENN/RACQUET SPORTS	5193342710	RACQUETS	COS - Start Up Inventory	552143-57206	\$61.50
001	1343	12/07/21	HEIDI DROST	11222021	TREE LIGHTING	Misc-Special Events	549052-57202	\$375.00
001	1344	12/07/21	HIDDEN EYES LLC	708855	SERVICE FOR 10/6-12/31/2021	S&M-10/06/2021-12/31/2021	546034-52901	\$26.88
001	1345	12/07/21	LAKE AND POND REMEDIATION, INC	789	12/2021 AQUATIC WEED CONTROL	Dec. 2021	546042-53903	\$4,000.00
001	1346	12/07/21	MICHAEL E. GUYOT	112921	PICKLEBALL CLINICS W/E 11/28/2021	w/e 11/28/2021	512040-57206	\$72.00
001	1347	12/07/21	MK SPORTS CONSULTIN	11292021	TENNIS CLINICS/LESSONS W/E 11/28/2021	w/e 11/28/2021	512040-57206	\$1,337.25
001	1348	12/07/21	ST. JOHNS COUNTY UTILITY DEPT.	11192021-121119	ACCT# 514214-121119 10/18-11/17/2021	11/19/2021	543021-57206	\$153.44
001	1348	12/07/21	ST. JOHNS COUNTY UTILITY DEPT.	11192021-114653	ACCT# 514211-114653 10/19-11/19/2021	11/19/2021	543021-53903	\$326.05
001	1348	12/07/21	ST. JOHNS COUNTY UTILITY DEPT.	11192021-114659	ACCT# 514215-114659 10/19-11/19/2021	11/19/2021	543001-57205	\$414.59
001	1348	12/07/21	ST. JOHNS COUNTY UTILITY DEPT.	11192021-133660	ACCT# 514213-133660 10/19-11/19/2021	11/19/2021	543021-53902	\$140.58
001	1348	12/07/21	ST. JOHNS COUNTY UTILITY DEPT.	11192021-101723	ACCT# 514213-101723 10/19-11/19/2021	11/19/2021	546034-52901	\$30.14
001	1348	12/07/21	ST. JOHNS COUNTY UTILITY DEPT.	11192021-126261	ACCT# 532033-126261 10/19-11/19/2021	11/19/2021	546034-52901	\$30.05
001	1348	12/07/21	ST. JOHNS COUNTY UTILITY DEPT.	11192021-104785	ACCT# 514213-104785 10/19-11/19/2021	11/19/2021	543001-57205	\$370.77
001	1349	12/07/21	SUNBELT RENTALS	119897345-0002	LIGHT TOWERS FOR FALL FESTIVAL	Misc-Special Events	549052-57202	\$753.36
001	1350	12/07/21	TURNER PEST CONTROL LLC	8010160	11/2021 PEST CONTROL SERVICE	11/24/2021	534025-57202	\$111.30
001	1350	12/07/21	TURNER PEST CONTROL LLC	8010160	11/2021 PEST CONTROL SERVICE	11/24/2021	546034-52901	\$47.70
001	1350	12/07/21	TURNER PEST CONTROL LLC	8010160	11/2021 PEST CONTROL SERVICE	11/24/2021	564001-57206	\$24.75
001	1351	12/10/21	DANIEL MELVIN CALLAWAY	DC12072021	SECURITY W/E 12/4/2021	w/e 12/04/2021	534099-52901	\$240.00
001	1352	12/10/21	DOWLING DOUGLAS CO. INC.	076433	HANDS FREE SCANNER	Office Equipment	551005-57205	\$350.00
001	1352	12/10/21	DOWLING DOUGLAS CO. INC.	076433	HANDS FREE SCANNER	Billback Expenses Developer	549921-53910	\$350.00
001	1353	12/10/21	EMERT, SHAWN	SE12072021	SECURITY W/E 12/4/2021	w/e 12/04/2021	534099-52901	\$160.00
001	1354	12/10/21	EVANS, THOMAS	TE12072021	SECURITY FOR W/E 12/4/2021	w/e 12/04/2021	534099-52901	\$320.00
001	1355	12/10/21	FEDEX	7-581-79093	SERVICE FOR 11/18-11/19/2021	Postage and Freight	541006-51301	\$34.24

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001	1357	12/10/21	GARY PERNA	GP12072021	SECURITY W/E 12/4/2021	W/E 12/04/2021	534099-52901	\$160.00
001	1358	12/10/21	HOME DEPOT CREDIT SERVICES	6033773	25YR SHINGLES, BATTERIES, DRAIN OPENER, DIABLO BIT	25yr shingles	546081-53901	\$30.00
001	1358	12/10/21	HOME DEPOT CREDIT SERVICES	6033773	25YR SHINGLES, BATTERIES, DRAIN OPENER, DIABLO BIT	batteries, drain opener, Diablo bit set	552001-53910	\$83.36
001	1358	12/10/21	HOME DEPOT CREDIT SERVICES	CM6154660	return cutter hammer bit	Op Supplies - General	552001-53910	(\$51.42)
001	1359	12/10/21	JERMAINE SOLOMON	112721	KIDS FITNESS W/E 11/28-11/27/2021	w/e 11/28/2021-11/27	512011-53910	\$50.00
001	1360	12/10/21	KATIE HOLLIS	120321	REIMB FOR 9/30-12/7/2021	Indeed-landscape & Eng.	552001-53902	\$124.53
001	1360	12/10/21	KATIE HOLLIS	120321	REIMB FOR 9/30-12/7/2021	Indeed-landscape & Eng.	552001-53902	\$79.49
001	1360	12/10/21	KATIE HOLLIS	120321	REIMB FOR 9/30-12/7/2021	Indeed-landscape & Eng.	552001-53902	\$33.84
001	1360	12/10/21	KATIE HOLLIS	120321	REIMB FOR 9/30-12/7/2021	Staff Holiday luncheon	549015-53902	\$179.88
001	1360	12/10/21	KATIE HOLLIS	120321	REIMB FOR 9/30-12/7/2021	Staff Holiday luncheon	549015-57205	\$191.83
001	1360	12/10/21	KATIE HOLLIS	120321	REIMB FOR 9/30-12/7/2021	Staff Holiday luncheon	549015-57206	\$73.22
001	1360	12/10/21	KATIE HOLLIS	120321	REIMB FOR 9/30-12/7/2021	Staff Holiday luncheon	551002-53910	\$99.67
001	1360	12/10/21	KATIE HOLLIS	120321	REIMB FOR 9/30-12/7/2021	Microsoft renewal - 5 licenses	549016-53910	\$99.99
001	1361	12/10/21	LAURA CORREA	112721	ZUMBA W/E 11/28, 11/27/2021	w/e 11/28/2021-11/27	512011-53910	\$35.00
001	1362	12/10/21	LEAF CAPITAL FUNDING LLC	12598479	BADGE PASS SOFTWARE 12/2021	Dec. 2021	554001-57205	\$542.32
001	1363	12/10/21	LES MILLS UNITED STATES TRADING, INC	SIV0096867	12/2021 VIRTUAL BUNDLE	Dec. 2021	534111-57202	\$700.00
001	1364	12/10/21	LINA HERMEZ	112121	W/E 11/21, 11/15, 11/16, 11/17, 11/19, 11/21/2021	w/e 11/21/2021-11/15, 11/16, 11/17, 11/19,	512011-53910	\$210.00
001	1364	12/10/21	LINA HERMEZ	112821	W/E 11/28, 11/22, 11/23, 11/24, 11/26, 11/28/2021	w/e 11/28/2021-11/22, 11/23, 11/24, 11/26,	512011-53910	\$210.00
001	1365	12/10/21	MEDICAL EXPRESS CORPORATION	202008743	DRUG SCREENING FOR 4 EMPLOYEES	C Maxwell	512010-57206	\$27.00
001	1365	12/10/21	MEDICAL EXPRESS CORPORATION	202008743	DRUG SCREENING FOR 4 EMPLOYEES	C Nichols, K Maus, A McCoy	512010-53902	\$81.00
001	1366	12/10/21	MIRANDA BULGER	112821	SPIN W/E 11/28, 11/22, 11/24/2021	w/e 11/28/2021-11/22, 11/22, 11/24, 11/24	512011-53910	\$157.50
001	1367	12/10/21	POOLSURE	131295603570	12/2021 WATER MANAGEMENT	December 2021	546074-57205	\$1,337.15
001	1368	12/10/21	PUBLIX SUPER MARKETS, INC.	0065007097	MISC SUPPLIES FOR STAFF APPRECIATION	Publix - Staff appreciation	549015-53902	\$95.64
001	1368	12/10/21	PUBLIX SUPER MARKETS, INC.	0065007097	MISC SUPPLIES FOR STAFF APPRECIATION	Publix - Staff appreciation	549015-57205	\$318.46
001	1368	12/10/21	PUBLIX SUPER MARKETS, INC.	0065007097	MISC SUPPLIES FOR STAFF APPRECIATION	Publix - Staff appreciation	549015-57206	\$42.48
001	1368	12/10/21	PUBLIX SUPER MARKETS, INC.	0065002675	MISC SUPPLIES FOR STAFF APPRECIATION	Publix - Staff appreciation	549015-53902	\$196.79
001	1368	12/10/21	PUBLIX SUPER MARKETS, INC.	0065002675	MISC SUPPLIES FOR STAFF APPRECIATION	Publix - Staff appreciation	549015-57205	\$251.75
001	1368	12/10/21	PUBLIX SUPER MARKETS, INC.	0065002675	MISC SUPPLIES FOR STAFF APPRECIATION	Publix - Staff appreciation	549015-57206	\$68.88
001	1369	12/10/21	ST. JOHN'S SALES & SERVICE	75646	CONTROL HANDLE ASSY	R&M-Equipment	546022-53902	\$30.91
001	1370	12/10/21	TURNER ACE ST. AUGUSTINE, INC	9688 /3	PANLOCK AND LAG BOLTS	Op Supplies - General	552001-53902	\$20.97
001	1371	12/10/21	UNITED SITE SERVICES	114-12634477	WHEELCHAIR ACCESS RENTAL 11/1-11/28/2021	11/01/2021 - 11/28/2021	546009-53901	\$177.00
001	1372	12/10/21	VINELLE MILLER	12062021	REIMB FOR 11/17-12/1/2021	Staff Appreciation 2021	549015-53902	\$1,341.72
001	1372	12/10/21	VINELLE MILLER	12062021	REIMB FOR 11/17-12/1/2021	Staff Appreciation 2021	549015-57205	\$1,295.80
001	1372	12/10/21	VINELLE MILLER	12062021	REIMB FOR 11/17-12/1/2021	Staff Appreciation 2021	549015-57206	\$426.03
001	1372	12/10/21	VINELLE MILLER	12062021	REIMB FOR 11/17-12/1/2021	Publix gift cards	549015-53902	\$17.24
001	1372	12/10/21	VINELLE MILLER	12062021	REIMB FOR 11/17-12/1/2021	Publix gift cards	549015-57205	\$20.37
001	1372	12/10/21	VINELLE MILLER	12062021	REIMB FOR 11/17-12/1/2021	Publix gift cards	549015-57206	\$7.76
001	1373	12/15/21	ALL ABOUT CONCRETE & STONework	121321	FINAL PAYMENT FOR WORK PERFORMED ON PROMENADE WALK	Balance on Promenade walkway.	546084-53901	\$13,899.50
001	1374	12/15/21	CRISPIN ZINSMEISTER	11292021	BODY PUMP W/E 12/5, 11/29/2021	w/e 12/05/2021-11/29	534111-57202	\$35.00
001	1374	12/15/21	CRISPIN ZINSMEISTER	11242021	BODY PUMP W/E 11/28, 11/24/2021	w/e 11/28/2021-11/24	534111-57202	\$35.00
001	1374	12/15/21	CRISPIN ZINSMEISTER	12012021	BODY PUMP W/E 12/5, 12/1/2021	w/e 12/05/2021-12/01	534111-57202	\$35.00
001	1374	12/15/21	CRISPIN ZINSMEISTER	11222021	BODY PUMP W/E 11/28, 11/22/2021	w/e 11/28/2021-11/22	534111-57202	\$35.00
001	1375	12/15/21	DEBOW'S APPLIANCE SERVICE	122021	ICE MACHINE RENTAL 12/2021	Dec. 2021	544003-57206	\$132.08
001	1376	12/15/21	FIRSTSERVICE RESIDENTIAL	10760087	ONSITE STAFF FEE 11/20-12/3/2021	ProfServ-Field Management	531016-53910	\$7,970.21
001	1377	12/15/21	HOME DEPOT CREDIT SERVICES	8184795	POINSETTIAS	Impr - Landscape	563023-53902	\$129.80
001	1378	12/15/21	LOIS NICOLE EUBANKS	11182021	W/E 11/21, 11/18/2021	w/e 11/21/2021-11/18	534111-57202	\$36.00
001	1378	12/15/21	LOIS NICOLE EUBANKS	11/30/2021	W/E 12/5, 11/30/2021	w/e 12/05/2021-11/30	534111-57202	\$35.00
001	1378	12/15/21	LOIS NICOLE EUBANKS	12022021	W/E 12/5, 12/2/2021	w/e 12/05/2021-12/02	534111-57202	\$35.00
001	1378	12/15/21	LOIS NICOLE EUBANKS	12072021	W/E 12/12, 12/7/2021	w/e 12/12/2021-12/07	534111-57202	\$35.00
001	1378	12/15/21	LOIS NICOLE EUBANKS	11232021	W/E 11/28, 11/23/2021	w/e 11/28/2021-11/23	534111-57202	\$35.00
001	1379	12/15/21	NEIGHBORHOOD PUBLICATIONS	MCCDD0634	12/2021 WEBSITE MAINT	12/2021 WEBSITE MAINT.	547001-53910	\$220.00
001	1379	12/15/21	NEIGHBORHOOD PUBLICATIONS	MCCDD0634	12/2021 WEBSITE MAINT	12/2021 WEBSITE MAINT.	548001-57205	\$110.00
001	1379	12/15/21	NEIGHBORHOOD PUBLICATIONS	MCCDD0634	12/2021 WEBSITE MAINT	12/2021 WEBSITE MAINT.	548001-57206	\$110.00
001	1380	12/15/21	STEPHANIE WHALEY	12092021	CPR TRAINING FOR 9 @ \$55.00 EA	CPR training for 9 @ \$55.00 ea	549059-57205	\$495.00

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001	1381	12/15/21	VINELLE MILLER	12102021	REIMB FOR DRINKS FOR LUNCHEON 12/28/2021	Publix-drinks for luncheon	549015-53902	\$26.34
001	1381	12/15/21	VINELLE MILLER	12102021	REIMB FOR DRINKS FOR LUNCHEON 12/28/2021	Publix-drinks for luncheon	549015-57205	\$22.44
001	1381	12/15/21	VINELLE MILLER	12102021	REIMB FOR DRINKS FOR LUNCHEON 12/28/2021	Publix-drinks for luncheon	549015-57206	\$9.24
001	1385	12/20/21	INFRAMARK, LLC	71077	12/2021 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,433.33
001	1385	12/20/21	INFRAMARK, LLC	71077	12/2021 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-57201	\$2,100.00
001	1385	12/20/21	INFRAMARK, LLC	71077	12/2021 MANAGEMENT SERVICES	Postage and Freight	541006-51301	\$47.34
001	1385	12/20/21	INFRAMARK, LLC	71077	12/2021 MANAGEMENT SERVICES	Printing and Binding	547001-51301	\$188.47
001	1385	12/20/21	INFRAMARK, LLC	71077	12/2021 MANAGEMENT SERVICES	Office Supplies	551002-51301	\$90.00
001	1385	12/20/21	INFRAMARK, LLC	71077	12/2021 MANAGEMENT SERVICES	ProfServ-Special Assessment	531038-51301	\$15,750.00
001	1386	12/20/21	PROSSER	47182	GEN ENGINEERING SERVICES NOV 2021	ProfServ-Engineering	531013-51501	\$743.13
001	1387	12/30/21	AMY SUE LONG	120321	YOGA W/E 12/5/2021, 12/3/2021	w/e 12/05/2021-12/03	512011-53910	\$70.00
001	1387	12/30/21	AMY SUE LONG	121021	YOGA W/E 12/12/2021, 12/8/2021, 12/10/2021	/w 12/12/2021-12/08, 12/10	512011-53910	\$70.00
001	1387	12/30/21	AMY SUE LONG	121721	YOGA W/E 12/19/2021, 12/15/2021, 12/17/2021	w/e 12/19/2021-12/15, 12/17	512011-53910	\$70.00
001	1388	12/30/21	ANNELISE HOWICK	121321	TENNIS LESSON W/E 12/12/2021	w/e 12/12/2021	512040-57206	\$198.00
001	1389	12/30/21	BANKS, JEREMY	JB12172021	SECURITY W/E 12/4/2021	w/e 12/04/2021	534099-52901	\$160.00
001	1389	12/30/21	BANKS, JEREMY	JB12202021	SECURITY W/E 12/18/2021	w/e 12/18/2021	534099-52901	\$200.00
001	1390	12/30/21	BRIAN BULLOCK	121021	RESURFACE COURT	Cap Outlay-Machinery and Equip	564001-57206	\$4,750.00
001	1390	12/30/21	BRIAN BULLOCK	121021	RESURFACE COURT	R&M-Court Maintenance	546017-57206	\$4,750.00
001	1391	12/30/21	CHAD EUGENE HALLMAN	CH12202021	SECURITY W/E 12/18/2021	w/e 12/18/2021	534099-52901	\$160.00
001	1392	12/30/21	CRISPIN ZINSMEISTER	12132021	W/E 12/19-12/13/2021	w/e 12/19/2021-12/13/2021	534111-57202	\$35.00
001	1393	12/30/21	DANIEL MELVIN CALLAWAY	DC12202021	SECURITY W/E 12/18/2021	w/e 12/18/2021	534099-52901	\$480.00
001	1394	12/30/21	DIANE STOEVER	120121	W/E 12/5/21, 12/29/2021, 12/1/2021	w/e 12/05/2021-11/29, 11/29, 12/01	512011-53910	\$105.00
001	1394	12/30/21	DIANE STOEVER	120821	W/E 12/12, 12/6, 12/7, 12/8/2021	w/e 12/12/2021-12/06, 12/06, 12/07, 12/08	512011-53910	\$140.00
001	1394	12/30/21	DIANE STOEVER	121521	PILATES, KIDS FITNESS W/E 12/19, 12/14, 12/15/2021	w/e 12/19/2021-12/14, 12/15	512011-53910	\$70.00
001	1395	12/30/21	ELIANA ROQUE	120821	SENIOR STRENGTH W/E 12/12, 12/8/2021	w/e 12/12/2021-12/08	512011-53910	\$35.00
001	1395	12/30/21	ELIANA ROQUE	120121	W/E 12/5/2021, 11/30/21, 12/1/2021	w/e 12/05/2021-11/30, 11/30, 12/01	512011-53910	\$105.00
001	1396	12/30/21	EMERT, SHAWN	SE12202021	SECURITY W/E 12/18/2021	w/e 12/18/2021	534099-52901	\$200.00
001	1397	12/30/21	GALINA BOLES	121321	TENNIS LESSONS W/E 12/12/2021	w/e 12/12/2021	512040-57206	\$1,850.25
001	1398	12/30/21	JOSIE LYNN CARLETON	121021	YOGA W/E 12/5, 12/10/2021	w/e 12/05/2021-12/10	512011-53910	\$35.00
001	1398	12/30/21	JOSIE LYNN CARLETON	121621	YOGA W/E 12/19/21, 12/16/2021	w/e 12/19/2021-12/16	512011-53910	\$35.00
001	1399	12/30/21	KRISTY SIEBERT	120321	TABATA W/E 12/5/21, 12/3/2021	w/e 12/05/2021-12/03	512011-53910	\$35.00
001	1400	12/30/21	LAURA CORREA	121121	ZUMBA W/E 12/12, 12/9, 12/11/2021	w/e 12/12/2021-12/09, 12/11	512011-53910	\$70.00
001	1400	12/30/21	LAURA CORREA	120421	ZUMBA W/E 12/5/2021, 12/2/2021, 12/4/2021	w/e 12/05/2021-12/02, 12/04	512011-53910	\$70.00
001	1400	12/30/21	LAURA CORREA	121821	ZUMBA W/E 12/19/21, 12/16, 12/18/2021	w/e 12/19/2021-12/16, 12/18	512011-53910	\$70.00
001	1401	12/30/21	LINA HERMEZ	121221	W/E 12/12, 12/6, 12/7, 12/8, 12/10, 12/12/2021	w/e 12/12/2021-12/06, 12/07, 12/07, 12/08, 12/10,	512011-53910	\$210.00
001	1401	12/30/21	LINA HERMEZ	120521	W/E 12/5/2021, 12/29, 11/30, 12/1, 12/3, 12/5/2021	w/e 12/05/2021-11/29, 11/30, 11/30, 12/01, 12/03, 12/05	512011-53910	\$210.00
001	1402	12/30/21	LOIS NICOLE EUBANKS	120921	YOGA W/E 12/12, 12/9/2021	w/e 12/12/2021-12/09	512011-53910	\$35.00
001	1403	12/30/21	MICHAEL KYPRISS	12132021	TENNIS LESSONS W/E 12/12/2021	w/e 12/12/2021	512040-57206	\$3,680.25
001	1404	12/30/21	MIRANDA BULGER	120421	W/E 12/5, 11/29, 12/1, 12/4/2021	w/e 12/05/2021-11/29, 12/01, 12/04	512011-53910	\$127.50
001	1404	12/30/21	MIRANDA BULGER	121021	W/E 12/12, 12/6, 12/8, 12/10/2021	w/e 12/12/2021-12/06, 12/08, 12/10	512011-53910	\$127.50
001	1405	12/30/21	NOELANI TAYLOR	121321	CYCLE W/E 12/13 AND 12/19/2021	w/e 12/19/2021-12/13	512011-53910	\$35.00
001	1405	12/30/21	NOELANI TAYLOR	120821	CYCLE W/E 12/8-12/12/2021	w/e 12/12/2021-12/08	512011-53910	\$35.00
001	1405	12/30/21	NOELANI TAYLOR	120621	CYCLE W/E 12/12 AND 12/6/2021	w/e 12/12/2021-12/06	512011-53910	\$35.00
001	1405	12/30/21	NOELANI TAYLOR	120121	CYCLE W/E 12/5, 12/1/2021	w/e 12/05/2021-12/01	512011-53910	\$35.00
001	1405	12/30/21	NOELANI TAYLOR	122021	CYCLE W/E 12/26/21, 12/20/2021	w/e 12/26/2021-12/20	512011-53910	\$35.00
001	1405	12/30/21	NOELANI TAYLOR	112921	CYCLE W/E 11/29, 12/5/2021	w/e 12/05/2021-11/29	512011-53910	\$35.00
001	1406	12/30/21	REBECCA STEPHENSON	120321	SENIOR YOGA W/E 12/5/2021, 12/3/2021	w/e 12/05/2021-12/03	512011-53910	\$35.00
001	1407	12/30/21	RON CULLUM	120921	W/E 12/12/2021, 11/18/2021, 12/2/2021, 12/9/2021	w/e 12/12/2021-11/18, 12/02, 12/09	512011-53910	\$105.00
001	1408	12/30/21	TIFFANY CUNNINGHAM	120921	W/E 12/12, 11/30, 12/2, 12/7, 12/9/2021	w/e 12/12/2021-11/30, 12/02, 12/07, 12/07, 12/09	512011-53910	\$175.00
001	DD60	11/18/21	GATE FUEL SERVICE-ACH	5314955 ACH	FUEL	11/02/2021	552030-53902	\$1,284.42
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Signup Genius 09/18/2021	554001-57205	\$24.99
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Cardboard Trash containers	549052-57202	\$64.45
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Toilet Seats	546012-57205	\$45.32
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	18 fan	549052-57202	\$67.54

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001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Fitted tablecloths	551002-57205	\$18.09
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Christmas decorations	549052-57202	\$21.29
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Pandora-Oct. 2021	554001-57205	\$26.95
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Fitted tablecloths	551002-57205	\$126.63
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Plastic tablecovers	549052-57202	\$119.72
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Sauna rocks	552012-57205	\$85.19
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Christmas decorations	549052-57202	\$26.41
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	09/14, 09/15, 09/15	543020-53902	\$220.25
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Electric clutch	546022-53902	\$375.89
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	09/17, 09/17, 09/17, 09/17	543020-53902	\$824.80
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	09/17, 09/17, 09/22, 09/22	543020-53902	\$921.01
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	09/22, 09/23, 09/23, 09/23	543020-53902	\$818.24
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	09/24, 09/27, 09/27, 09/27	543020-53902	\$928.08
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	09/27, 09/27, 09/27, 10/01	543020-53902	\$596.31
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Disposal of tires	543020-53902	\$34.50
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	AC Filters	546012-57202	\$38.64
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Glass beads	546081-53901	\$303.90
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	AC Filters	546012-57202	\$40.30
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Safety goggles	552001-53902	\$29.22
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	No Bike Signs	546085-53901	\$59.45
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Beware of Snakes sign	546085-53901	\$96.60
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Power washer gun, Pool Vacuum bags	546074-57205	\$131.99
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	oil dip stick	552001-53910	\$14.99
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	24 hr timer	546032-53901	\$73.32
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Scissors, hard candy	552001-53910	\$25.48
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Ignition Switch	552001-53910	\$11.91
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	No Parking signs and posts	546085-53901	\$146.75
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Copper wire	546081-53901	\$33.88
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Color pack	546081-53901	\$45.88
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Digital timer	546032-53901	\$14.99
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Wasp killer	552001-53910	\$34.44
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Fiberglass repair kit	546074-57205	\$72.97
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Expansion tank	546012-57205	\$54.00
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Concrete sealer	546074-57205	\$63.18
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Roller kit and tele-pole	546074-57205	\$22.69
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Pickleball paddle rack	564001-57206	\$149.99
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Dewalt battery	552001-53910	\$149.00
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Kick down door stop	546012-57205	\$19.00
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Fuel tank	552001-53910	\$88.14
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Paint respirator, safety goggles, gloves	546074-57205	\$104.93
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	4 ft ballast	546020-53901	\$75.06
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	SDS Compliance center	546074-57205	\$107.78
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Plastic key tags	552001-53910	\$5.89
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	First aid kit	546074-57205	\$60.64
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Ignition coil, paint brushes	552001-53910	\$164.57
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	EXpansion tank	546012-57205	\$54.00
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Trailer coupler and receiver lock	552001-53910	\$74.49
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Sediment filter sock	546017-57206	\$138.00
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	13w flood light	546020-53901	\$46.99
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	Danger Hazardous vinyl stickers	552001-53910	\$12.99
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	weather stripping	546012-57205	\$10.96
001	DD61	11/04/21	CARDMEMBER SERVICE	10142021-6647 ACH	PURCHASES MADE 9/15-10/13/2021	leaf skimmer net	546074-57205	\$8.99
001	DD62	11/01/21	COMCAST -ACH	10072021-9430 ACH	ACCT# 8495743101259430 10/11-11/10/2021	Oct. 11, 2021-Nov. 10, 2021	546034-52901	\$163.33
001	DD63	11/19/21	COMCAST -ACH	10252021-3316 ACH	SVC 10/29-11/28	Oct. 29, 2021- Nov. 28, 2021	543003-57205	\$210.92

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001	DD63	11/19/21	COMCAST -ACH	10252021-3316 ACH	SVC 10/29-11/28	Oct. 29, 2021- Nov. 28, 2021	541003-57205	\$146.75
001	DD64	11/22/21	COMCAST -ACH	10272021-9406 ACH	ACCT# 8495743101259406 10/31-11/30/2021	Oct. 31, 2021 - Nov. 30, 2021	543003-53902	\$234.03
001	DD65	11/26/21	COMCAST -ACH	11012021-4033 ACH	ACCT# 8495743101274033 11/5-12/4/2021	Nov. 5, 2021-Dec. 4, 2021	543003-57206	\$236.28
001	DD66	11/26/21	COMCAST -ACH	11022021-2201 ACH	ACCT# 8495743101272201 11/6-12/5/2021	Nov. 6, 2021 - Dec. 5, 2021	546034-52901	\$199.36
001	DD67	11/22/21	AT&T	11022021-9023 ACH	ACCT# 90459990230210566 11/2-12/1/2021	Communication - Telephone	541003-57206	\$21.90
001	DD68	11/29/21	COMCAST -ACH	11032021-1433 ACH	ACCT# 8495743101291433 11/7-12/6/2021	11/07/2021 - 12/06/2021	543003-57205	\$88.40
001	DD69	12/01/21	COMCAST -ACH	11112021-9430ACH	ACCT# 8495743101259430 11/11-12/10/21	Nov. 11, 2021 - Dec. 10, 2021	546034-52901	\$163.33
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	12 hi-top tables	549052-57202	\$382.73
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Tyvek wristbands	549052-57202	\$18.89
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Postermly wall 10/14/2021	554001-57205	\$29.95
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	CPR Masks	551002-57205	\$14.95
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Stanchion barriers	549052-57202	\$281.03
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Signup genius	554001-57205	\$24.99
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Bankers box	549052-57202	\$128.90
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	LED Snowman	549052-57202	\$95.84
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Sept and Oct entertainment	549052-57202	\$2,120.00
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Staff CPR training	549059-57205	\$372.68
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Gumballs	551003-57205	\$15.98
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Zip ties, Magnetic hooks, Sign holder	549052-57202	\$49.72
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	2-Outdoor heaters	549052-57202	\$296.02
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Pandora-Nov 2021	554001-57205	\$26.95
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Ladder toss game	549052-57202	\$30.67
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Pandora - Duplicate billing	554001-57205	\$26.95
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	New install new water softener	564001-57206	\$1,498.97
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	CR return pulley & Roller for Yoke & spindle	546022-53902	(\$77.09)
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	bearing and seal	546022-53902	\$81.07
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	10/18/21	543020-53902	\$90.13
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	spindle, bearing	546022-53902	\$362.56
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	roller bearing and seals	546022-53902	\$530.08
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	10/26, 10/26, 10/26	543020-53902	\$205.00
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	irrigation set-up	546041-53902	\$217.99
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	10/29	543020-53902	\$54.96
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	irrigation setup	546041-53902	\$104.79
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	ret-par urethane	552001-53910	(\$37.72)
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	trailer hitch	552001-53910	\$89.94
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	rain boots	546084-53901	\$21.72
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	breaker filler plate	546020-53901	\$19.99
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	wader boots, box cutter, tape measure, clr adhesiv	552001-53910	\$162.12
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	ph Reagent	546074-57205	\$9.04
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	pool ladder escutcheon plates	546074-57205	\$59.97
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	#2 Reagent DPD	546074-57205	\$48.00
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	CYA Dispenser bottel	546074-57205	\$18.47
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	sink plug cover	546012-57205	\$11.13
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	copper alloy split bolt	546041-53902	\$14.40
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Minwax wood finish	546012-57205	\$90.06
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	10/21/2021	546081-53901	\$93.67
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	15' copper wire cable	546041-53902	\$31.00
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	10/22/2021	546081-53901	\$93.67
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	file cabinet rpl keys	552001-53910	\$13.00
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	reciprocating saw	552001-53910	\$107.95
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Diaphragm rebuild kit	546001-57206	\$26.84
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	wood stain, fishing waders	552001-53910	\$64.73
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	copper split bot connectors w/ heat shrink tube	546041-53902	\$17.98
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	25 amp stator	546022-53902	\$133.28

MARSHALL CREEK

Community Development District

**Payment Register by Fund
For the Period from 11/01/21 to 12/31/21
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	2-motor start capacitor	546081-53901	\$28.60
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	60" swing	546012-53901	\$978.00
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Spar urethane, oil drain plug	552001-53910	\$44.02
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	16-60w bulbs	546020-53901	\$31.90
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Spar varnish	552001-53910	\$28.94
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	hanging hooks, flip 2 gang cover	546020-53901	\$36.55
001	DD70	12/10/21	CARDMEMBER SERVICE	11152021-6647 ACH	PURCHASES FOR 10/15-11/15/2021	Drill bit, twill work pants	552001-53910	\$88.97
001	DD71	12/20/21	COMCAST -ACH	11252021-3316 ACH	ACCT# 8495743101273316 11/29-12/28/2021	Nov. 29, 2021 - Dec. 28, 2021	543003-57205	\$210.92
001	DD71	12/20/21	COMCAST -ACH	11252021-3316 ACH	ACCT# 8495743101273316 11/29-12/28/2021	Nov. 29, 2021 - Dec. 28, 2021	541003-57205	\$160.07
001	DD72	12/21/21	COMCAST -ACH	11272021-9406 ACH	8495743101259406 12/1-12/30/2021	Dec. 1, 2021-Dec. 30, 2021	543003-53902	\$234.03
001	DD73	12/27/21	COMCAST -ACH	12012021-4033 ACH	8495743101274033 SERVICE FOR 12/5-1/4/2021	Dec. 5, 2021 - Jan. 4, 2022	543003-57206	\$236.28
001	DD74	12/27/21	COMCAST -ACH	12022021-2201 ACH	ACCT# 8495743101272201 12/6-1/5/22	Dec. 6, 2021- Jan. 5, 2022	546034-52901	\$259.36
001	DD75	12/27/21	COMCAST -ACH	12032021-1433 ACH	ACCT# 8495743101291433 12/7-1/6/2022	Dec. 7, 2021 - Jan. 6, 2022	543003-57205	\$88.40
001	DD76	12/31/21	COMCAST -ACH	12072021-9430 ACH	ACCT# 84957431011259430 12/11-1/10/22	Dec. 11, 2021 - Jan. 10, 2022	546034-52901	\$223.33
001	DD76	12/31/21	COMCAST -ACH	CM12072021-9430	TOOK LESS AMOUNT ACH	Dec. 11, 2021 - Jan. 10, 2022	546034-52901	(\$15.45)
001	DD77	12/23/21	AT&T	12022021-9023	ACCT# 904599-9023 0210566 12/2-1/1/2021	Dec. 2 - Jan. 1	541003-57205	\$181.04
Fund Total								\$400,582.43

SERIES 2002 DEBT SERVICE FUND - 202

202	1382	12/16/21	MARSHALL CREEK	121021-202	TRANSFER ANNUAL DEBT SERIES 2002	TRANSFER ANNUAL DEBT SERVICE SERIES 2002	131000	\$439,374.23
Fund Total								\$439,374.23

SERIES 2015 DEBT SERVICE FUND - 203

203	1384	12/16/21	MARSHALL CREEK	121021-203	TRANSFER TAX COLLECTION SERIES 2015A	Due From Other Funds	131000	\$384,719.47
Fund Total								\$384,719.47

SERIES 2016 DEBT SERVICE FUND - 204

204	1383	12/16/21	MARSHALL CREEK	121021-204	TRANSFER TAX COLLECTION SERIES 2016	Due From Other Funds	131000	\$24,386.34
Fund Total								\$24,386.34

Total Checks Paid	\$1,249,062.47
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