

**MARSHALL CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

**JULY 27, 2023  
AGENDA PACKAGE**

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



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

## Marshall Creek Community Development District

### Board of Supervisors

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

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

### Regular Meeting Agenda

Thursday, July 27, 2023 – 4:00 p.m.

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

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1. **Roll Call**
2. **Audience Comments**
3. **Approval of the Minutes of the June 14, 2023 Meeting**
  - A. Discussion of Open Items
4. **Organizational Matters**
  - A. Designation of Officers – Resolution 2023-11
5. **Engineer’s Report**
  - A. Palencia Boardwalk Site Visit Report
  - B. Proposal for Assessment of District Roads
  - C. Update on Palencia Village Drive Intersection Recommendations from St. Johns County Traffic Engineer
6. **General Manager’s Operations Report**
  - A. Consideration of Renewal of Land Lease for Boardwalk
7. **District Manager’s Report**
  - A. Acceptance of the Annual Audit for FY 2022 Prepared by Berger, Toombs, Elam, Gaines & Frank
8. **Attorney’s Report**
  - A. Draft Memo Dealing with Street Trees
  - B. Consideration of the Sale of Additional Impact Fee Credits
  - C. Resolution 2023-12 Spending Authorizations
  - D. Proposed Change to Suspension Rule
    - i. Resolution 2023-13 Setting a Public Hearing for Amendment to Termination and Suspension Rules
  - E. Resolution 2023-14 Designating Safety Zones
9. **Security Session**

### District Office

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

### Meeting Location:

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

- A. Private Security Session (as required by Sections 119.071(3)(a) and 281.301, *Florida Statutes*)
- B. Public Security Discussion and Action

**10. Supervisors' Requests**

- A. Bonuses Discussion – Ms. Moss
- B. Discussion of Proposed Budget Modifications – Mr. Luciano

**11. Acceptance of the June 2023 Financial Statements and Approval of the June 2023 Check Register and Invoices**

**12. Adjournment**

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

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

# **Third Order of Business**

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

The regular meeting of the Board of Supervisors of the Marshall Creek Community Development District was held on Wednesday, June 14, 2023 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:

Kathy Moss	Chair
Monique Perna	Vice Chair
Howard Entman	Assistant Secretary (via phone)
Richard Luciano	Assistant Secretary
Bob Stevens	Supervisor

Also present were:

Janice Eggleton Davis	District Manager
Michael Eckert	District Counsel
Tiffany Brun	Assistant General Manager
Erin Gunia	Director, Amenities & Strategic Planning
Tom Salmon	Director, Tennis
Members of the Public	

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

**FIRST ORDER OF BUSINESS**

**Roll Call**

- Ms. Moss called the meeting to order, and the Board and Staff identified themselves for the record.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

- Mr. Peter Ellis, 159 S End Street, addressed Live Oak trees being cut down and requested the Board require the trees be replaced.
- Ms. Genevieve Mongon, 309 Vale Drive, addressed the pond behind their home and inquired about a scope of work and a timeline for work to be done.
  - Ms. Moss noted it was her understanding that the cleanup was done, but she will reach out to Ms. Mongon to look at the area.

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- Mr. Mark Mongon, 309 Vale Drive, also addressed the pond behind their home noting they need a resolution that defines the scope of work and a timeline.
- Ms. Lisa Reinstine, 185 Spanish Moss Drive, addressed the notice for an increase in dues/fees/taxes, and requested they look at the excess funds, daily spending, losses at the tennis center, tennis payroll and credit card statements, invoices and receipts being included in the check register.
- Mr. Terry Shaw, 151 N. River Drive, requested clarification on street trees and whose responsibility it is if the sidewalk gets broken/raised because of the tree.
  - Ms. Moss noted the CDD has been repairing the sidewalks due to tree roots.
  - Discussion continued on sidewalks, trees and legal responsibility.
  - Mr. Eckert noted he provided a memorandum a couple of years ago on trees and sidewalks and perhaps they can include it in the next agenda package. He does not know if the trees mentioned today were taken out by the CDD or individual homeowners, but no one should be cutting down a tree on CDD property without getting something in writing from the CDD stating it is okay. His advice has been if a tree creates a safety hazard the CDD should deal with it from the CDD perspective as they own the trees.
- Mr. Ellis noted he provided a copy of an email that states the County has to give permission to take down trees on what they call the sub-division infrastructure area.
- Ms. Katherine Hutchinson, 501 Sebastian Square, addressed her concerns about the proposed raising of fees, over budgeting, and understanding how funds are being used.
- Mr. Terry Shaw addressed reserves and inquired if there is a maximum amount.
- Ms. Moss noted this is an audience comment period, during which she has been taking notes of the questions. They will be discussing the budget, without audience comment, later in the meeting.
  - Mr. Eckert noted there is a public hearing in August with an opportunity for public comment.
- Ms. Barb Steck, 216 S Common, addressed the Live Oak trees noting the roots can be cut without removing the tree.
- Ms. Linda Antoville, 505 Westside Row, noted the roots can be removed at an extra cost.

**THIRD ORDER OF BUSINESS**

**Public Hearing on Room Rate Ranges,  
Guest Pass Fees and Revised Amenity  
Policies**

On MOTION by Mr. Luciano seconded by Ms. Moss, with all in favor, the public hearing was opened.

- Mr. Eckert noted this is in response to a Board request on the community room rental rates and deposits. They have been reduced and made a range as it costs money every time they change rates. He outlined the proposed fees:
  - Proposed Community Room Rental Rate Ranges: Community Room Rental \$150 to \$350 for four hours; Community Room deposit - \$250 to \$500; and rental cleaning fee (14-day advance notice required) - \$200 to \$300.
  - Proposed Guest Pass Fees: weekly house guest pass for use of pool and fitness facility - \$25; weekly house guest pass for use of tennis facility - \$25; monthly house guest pass for use of pool and fitness facility - \$75; and monthly house guest pass for use of tennis facility - \$75.
  - Proposed Revisions to District’s Amenity Policies: eliminates summer guest pass, eliminates visitor pass, and removes reference to Child Watch.
- Ms. Moss noted guest passes are for outside of a 40-mile radius around the District.
- Public comment was invited.
- Ms. Reinstine addressed a process for tracking revenue coming in for guest passes.
- No further public comment was offered.

On MOTION by Mr. Luciano seconded by Dr. Entman, with all in favor, the public hearing was closed.

**A. Resolution 2023-8 Adopting Room Rate Ranges, Guest Pass Fees and Revised Amenity Policies**

On MOTION by Mr. Luciano seconded by Ms. Perna, with all in favor, Resolution 2023-8 a resolution of the Board of Supervisors of the Marshall Creek Community Development District adopting room rate ranges, guest pass fees, and revised amenity policies, providing severability clause; and providing an effective date was adopted.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the May 17, 2023 Meeting**

On MOTION by Ms. Perna seconded by Mr. Luciano, with all in favor, the minutes of the May 17, 2023 regular meeting were approved.

**A. Discussion of Open Items**

- None.

**FIFTH ORDER OF BUSINESS**

**Organizational Matters**

**A. Acceptance of Resignation of Supervisor Howard Hoffman**

On MOTION Mr. Luciano seconded by Ms. Perna, with all in favor, the resignation of Mr. Hoffman was accepted.

**B. Discussion of Filling Vacancy – Seat 3 – Term Expires 11/26**

- Mr. Luciano noted he has spoke with people who have an interest in the seat.
- Mr. Eckert noted the process is that the remaining Board members appoint someone to fill the vacancy through the full unexpired term.
- Dr. Entman noted he has spoken with two people both of whom would be great additions to the Board.
- Ms. Perna noted she thinks they all have spoken individually with people that have an interest.

On MOTION by Mr. Luciano seconded by Ms. Perna, with all in favor, to appoint Mr. Bob Stevens to Seat 3 was approved.

- Ms. Davis administered the Oath of Office to Mr. Stevens.
- Mr. Eckert outlined the four hours of ethics training that will be required next year, the Sunshine Law, communications, public records, and conflicts of interest.
- Ms. Davis inquired if Mr. Stevens will be accepting compensation and he confirmed he would.

**SIXTH ORDER OF BUSINESS**

**Discussion and Consideration of Draft Agreement for Amenity Facilities Management**

- Ms. Moss noted she had provided her questions/comments to Mr. Eckert.



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- Mr. Eckert outlined the questions/comments. Incentive pay is addressed with the Bonus Policy, Overtime pay was deleted as there are two salaried positions. There will be two debit cards with a \$1,000 limit each. It will be clarified that the two cards cannot be combined to make a single purchase over the \$1,000 limit.
- Ms. Davis raised a question on whether there was any objection to the cards being credit cards.
- Mr. Eckert suggested approving in substantial form, if the Board is in favor of it, with the District Manager being able to make the decision of whether it is a debit or credit card and with the changes just mentioned.

On MOTION by Dr. Entman seconded by Ms. Perna, with Dr. Entman, Ms. Perna, Ms. Moss and Mr. Luciano voting aye and Mr. Stevens abstaining, the Vesta Property Services, Inc. agreement for Amenity Facilities Management was approved in substantial form. 4-0-1
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- Mr. Eckert addressed Mr. Stevens abstaining and requested he file a Form 8B with Ms. Davis after the meeting.

**SEVENTH ORDER OF BUSINESS**

**Engineer's Report**

- Ms. Davis noted Mr. Stilwell's report was included in the addendum package.
  - A. Update of Structural Engineer's Report on Boardwalk and Proposals for Boardwalk Repair**
  - Although the inspection was performed on May 26<sup>th</sup> the report has not been received yet. Once received it will be forwarded to the Board a scope of work can be developed.
  - B. Update on Status of District Roads**
  - Ms. Moss noted Prosser is putting together a plan based on the latest Reserve Study.
- Palencia Village Drive Intersection – Mr. Luciano reported on a call with he, Mr. Stilwell and Mr. Rodney Cooper, St Johns County Traffic Engineer. Mr. Cooper stated the issue there is not a sufficient history of accidents in that area. Mr. Stilwell and Mr. Luciano are going to walk the property to see if they should hire a consultant. In lieu of that, they can consider relocating the crosswalk to the east to eliminate pedestrians from the intersection. Also repainting of some lines to allow the drivers coming out of the Publix and Paseo Reyes to come out further into the intersection might decrease the time it takes to make the

turns. They are looking at a couple of short-term fixes as well as considering the expense of doing a study.

**EIGHTH ORDER OF BUSINESS**

**General Manager's Operations Report**

**A. Update on Mahalo Contract**

- Ms. Gunia provided an update on Mahalo noting the snack bar is currently operating Thursday through Sunday. The contract is for Wednesday through Sunday from 11am to 6pm, but they are having trouble with staffing for Wednesdays. He has sent his license application to Tallahassee and all the process has been done for the beer and wine. She called Tallahassee today and it is just kind of stalled there.
  - Ms. Gunia noted he is fine with the agreement District Counsel drafted. His wife can stop by to sign it since she is also an owner of the business.
  - Mr. Eckert noted to have the Chair sign the contract.
- Ms. Moss noted Ms. Tharpe was working on some North Loop storm drains for lots 40 to 49. There are quotes included that include fuel surcharges and these are the types of impacts they are considering when they consider the budget.
- Ms. Perna inquired if they cancelled Les Mills.
  - Ms. Gunia noted they cancelled the subscription for virtual, but they still have the live instruction. The CDD owns all of the equipment that supports the Les Mills classes. If someone wants to use their app for a workout, they can do so with the equipment the CDD bought.

**NINTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Distribution of Sweetwater Creek CDD Proposed Budget FY 2024**

- Ms. Davis noted the SCCDD proposed budget was provided by email and is included in the agenda package.

**B. Discussion of Marshall Creek CDD Proposed Budget FY 2024**

- Ms. Davis noted she will refer them to the budget in the supplemental package. This version incorporates the items approved at the last meeting:
  - Added the projection for the revenue in FY 2023 of receiving one-fourth of the Impact Fee payment as well as including in the revenue the three payments that will remain in FY 2024.
  - Increased R&M Boardwalk to \$125,000

- Increased R&M Roads & Alleyways to \$140,000
- The SCCDD numbers have been incorporated and do change the numbers on page two – Shared Exp – Other Local Units.
  - Additionally, per an update from Ms. Tharpe under Revenue - Tennis Charity Tournament should be zero and under the Tennis Expense Budget – Charity Tournament Expense should be zero.
- Discussion ensued on the FY 2024 budget, setting the highwater mark, the need for published and mailed notices for any increase, the Boardwalk expense being included in FY 2023 and not being carried over to FY 2024, impact fee sale, and not increasing assessments.

**C. Consideration of Resolution 2023-9 Approving the Budget and Setting the Public Hearing**

On MOTION by Mr. Luciano seconded by Ms. Perna, with all in favor, Resolution 2023-9 a resolution of the Board of Supervisors of the Marshall Creek Community Development District approving proposed budget(s) for fiscal year 2023/2024 with no increase in assessments with the funds coming from the boardwalk line item to accomplish that and setting a public hearing thereon pursuant to Florida Law; addressing transmittal, posting and publication requirements; addressing severability; and providing an effective date was adopted as amended.

**D. Correspondence from BankUnited**

- Ms. Davis addressed the communication from BankUnited. They had implemented a system to try to prevent some fraud where when a check was received, they would check to make sure they were truly checks cut by the District. They implemented the system without notifying us when it was effective. There were five checks that they are apologizing for returning those checks as non-payable. In addition to the letter to the District, BankUnited also sent letters to the vendors. For any vendor that incurred charges from their banks there is a process for them to get reimbursed from BankUnited. Also, any late fees the District may have incurred will be reimbursed. Replacement checks have been cut to all the vendors affected.

**TENTH ORDER OF BUSINESS**

**Attorney’s Report**

**A. Resolution 2023-10 Approving the Florida Statewide Mutual Aid Agreement**

- Mr. Eckert outlined 2023-10 noting in the agenda package is a Mutual Aid Agreement prepared by the State of Florida. There is no cost to the District for entering into the agreement unless you ask for help. The agreement also allows other local governments to ask for your help.

On MOTION by Mr. Luciano seconded by Ms. Perna, with all in favor, Resolution 2023-10 approving the Florida Statewide Mutual Aid Agreement was adopted.

**B. Consideration of Policy Clarification Related to Business Activities on District-Owned Property**

- Mr. Eckert noted the District, as a government, is not set up or designed to promote for-profit businesses. For example, there should not be a situation where a realtor rents out the community room two days a week to run their real estate business. They should not have people operating for profit businesses on government property with the exception being if the District is offering programming through a vendor; that is different and permitted. There are a couple of reasons why Kutak Rock suggests this policy, one being there are real estate tax implications, if you are using government property to run for-profit businesses you may not be exempt from real estate taxes. Another reason is the District sold tax exempt bonds and told the bondholders they would be using the facilities for a government purpose, not to help facilitate private businesses. There are also insurance and indemnification considerations. Kutak Rock is recommending the policy for approval. If the Board would like to think about it for a month, that is fine, or if they do not want to adopt it at all, they can do that, but he has laid out the reasons why they are suggesting it.
- Discussion continued on the policy with Mr. Eckert providing examples.

On MOTION by Dr. Entman seconded by Ms. Moss, with all in favor, the policy clarification related to business activities on District-owned property was approved.

❖ **FEMA Appeal**

- Mr. Eckert noted Counsel that was hired for the FEMA second appeal has submitted the appeal. He is hopeful that it will turn out positive for the District.

**ELEVENTH ORDER OF BUSINESS**

**Supervisors' Requests**

**A. Discussion of Tennis Rates – Ms. Moss**

- Ms. Moss noted she had sent some fact sheets out to the Board.
  - Ms. Davis requested she forward them to her for the record.
  - Ms. Moss noted she would like to propose a 9% increase for Tennis Memberships for single and family for the October 1, 2023 season. They previously passed a resolution that the Board can increase up to 10% each year. Currently a single person nonresident playing tennis for the season pays \$1,650 and she would like to raise this to \$1,800 and for a family it would go from \$2,700 to \$3,000 with it all being collected at one time. The fee has not been raised for two years. As of May 19<sup>th</sup> there are 48 family memberships.

On MOTION by Ms. Moss seconded by Ms. Perna, with all in favor, an increase of Individual membership to \$1,800 and Family membership to \$3,000 was approved.
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**B. Discussion of Setting a Policy Regarding Checking Bags for Alcohol Before Pool Entry – Ms. Moss**

- Ms. Perna addressed checking bags for alcohol before they enter the pool. The reason this was brought up was there had not been any issues with checking bags. However, a resident came a few weeks ago and refused to have his bag checked. Ms. Hollis had set up this policy as they had people sneaking in alcohol. Ms. Moss read the policy noting the policy does not state that they will be checking bags at the front door. She inquired if they want to clarify the policy and say bags will be checked for alcohol, but they run the risk of opening someone’s personal bag.
  - Mr. Eckert noted they have a policy that says no glass, and a policy that says no alcohol, and in the event they see somebody with glass or alcohol, his recommendation is they suspend them for 30 days for violating the rules. His approach would be to enforce the rules they have if they notice something is amiss. If they are going to do a bag check, add it to the policy. There will be objections and they will have to figure out how they are going to deal with that.
  - Ms. Moss noted the second option would be to have management administer it. They are not checking bags but if one of the employees sees somebody, then they have to leave and then the Board deals with the suspension.
  - Ms. Gunia noted the staff’s job is to prevent accidents and watch the water. It is not to police the policies outside of that realm of responsibility. It is definitely not

to approach an adult that has been drinking. If they should observe it, they can contact Ms. Gunia or Ms. Blythe. It is a difficult thing to enforce and they get pushback on every policy that they have. Removing the bag check would make the line go faster and decrease some of the conflict.

- Further discussion ensued on operational procedure, policies and enforcement.
- Mr. Eckert noted the Board should provide feedback, as they are now, and Ms. Gunia can report at the next meeting on what they are going to do. He wants to make sure the Board is not making operational decisions.
- Ms. Gunia addressed having the authority to ask someone to leave, and if they refuse to leave, informing them they will be submitting a report and suspending them for a week.
- Mr. Eckert noted they have some of that authority now, especially if someone is sexually harassing an employee. They should be suspended and come before the Board at the next meeting.

**C. Continued Discussion on Guest Policy Relative to the Number of Guests per Day – Ms. Perna**

- Ms. Perna noted she and Mr. Eckert talked about some of the rules and tweaking some of it. Some of them will wait until Vesta is onboard.
- Mr. Eckert noted for the SCCDD fitness center, they would have to coordinate with them.
- Ms. Perna further addressed the number of guests noting no one needs to have eight guests at the fitness center at one time.
- This item was tabled.

**TWELFTH ORDER OF BUSINESS**

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

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

- Ms. Perna inquired about a shade meeting to discuss security.
  - Ms. Moss noted she did not put it on the agenda, and Ms. Davis noted she did not recall it being requested.

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- Mr. Eckert noted although best practice is it should be on the agenda, they are able to amend the agenda to include an additional item. He would ask for a motion to include a closed session to talk about security and then a public session to talk about security if anything comes out of the closed session that the Board needs to vote on.

On MOTION by Ms. Moss seconded by Ms. Perna, with all in favor, to amend the agenda to include a private session on the District's security system and security plan and a public session on security was approved.

❖ **Closed Session on District's Security System and Security Plan**

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

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

❖ **Public Session on Security**

On MOTION by Ms. Perna seconded by Mr. Stevens, with all in favor, to allow Ms. Perna and Mr. Eckert to renegotiate the Envera gate contract with the addition of a push button box was approved.

- Discussion ensued with regard to changing the July meeting date.
- The consensus was to hold the meeting on Thursday, July 27<sup>th</sup> at 4:00 p.m. and to include private and public security sessions at the meeting.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

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

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Janice Eggleton Davis  
Secretary

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Kathleen Moss  
Chairman

# **Fourth Order of Business**



**4A**

**RESOLUTION 2023-11**

**A RESOLUTION DESIGNATING OFFICERS OF THE  
MARSHALL CREEK COMMUNITY DEVELOPMENT  
DISTRICT**

WHEREAS, the Board of Supervisors of the Marshall Creek Community Development District at a regular business desires to appoint the below recited persons to the offices specified.

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

1. The following persons were appointed to the offices shown, to wit:

<u>Kathleen Moss</u>	Chairman
<u>Monique Perna</u>	Vice Chairman
<u>Janice Eggleton Davis</u>	Secretary
<u>Stephen Bloom</u>	Treasurer
<u>Bob Koncar</u>	Assistant Treasurer
<u>Howard Entman</u>	Assistant Secretary
<u>Richard Luciano</u>	Assistant Secretary
<u>Bob Stevens</u>	Assistant Secretary

PASSED AND ADOPTED THIS 27<sup>th</sup> DAY OF JULY, 2023.

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Chairman

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Janice Eggleton Davis  
Secretary

# **Fifth Order of Business**

**5A**



## Site Visit Report

To: Ryan Stillwell  
Project: Tolomato River South Boardwalk  
Location: St. Johns County, Florida

Date: 07.07.23  
Visit Date: 05.26.23  
Weather: Rainy 70°

### Observations:

We were onsite to assess the extent of damage to the boardwalk and terminus caused by Hurricane Ian and other tropical storm events. Our inspection was limited to a visual inspection from a location approximately 100 feet from the end of the terminus. Full access to the damaged area was not possible due to permanently installed barricades. While onsite, the following deficiencies were noted.

- The entire end of the terminus section has shifted and is leaning south. The segment of boardwalk leading up to the terminus appeared to be damaged as well. The damaged area appeared to be isolated to the last 50 to 75 feet of the boardwalk, including the terminus.
- The piles in the damaged area appeared to have been lifted by the storms and were leaning south.
- The condition of the deck framing and pile bracing in the damaged area were not visible.
- The existing deck framing and piles up to the installed barricades appeared to be in good condition and may remain.

### Repairs & Recommendations:

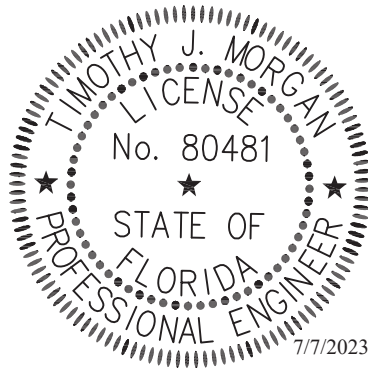
- Remove and replace the damaged portion of the boardwalk and terminus section. This shall include the replacement of approximately twelve (12) piles, pile lateral bracing, deck girder, joists, 2x decking and the tailing framing.
- All new framing and connections shall be built per the original construction documents.
- The newly installed pile size and embedment shall be provided by a geotechnical engineer, registered in the state of Florida, to provide additional strength and resistance to damage from a major storm event.



- The existing boardwalk framing up to and just beyond the installed barricades may remain, if desired. However, if additional damage to this area is found during the replacement of the adjacent segment, this area shall be removed and replaced as well.

Site Visit By:

\_\_\_\_\_  
Timothy J. Morgan, P.E.  
[tmorgan@lowestructures.com](mailto:tmorgan@lowestructures.com)



This item has been electronically sealed by Timothy J. Morgan on 7/7/2023 using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

# **Sixth Order of Business**

## Marshall Creek CDD Operations Report for July 27, 2023

### Notables:

- Tennis Point of Sale Software Upgrade (quote attached)
- Continuing to work the St. Johns County environmental department regarding tree/root damages to roads, sidewalks (safety issue), and foundations of homes. A letter from a certified arborist is on file and the POA/ARB is cooperating with updating the tree removal checklist to include an arborist letter and filing for a permit with the county PRIOR to removing a tree. A staff member from the county is scheduled to view the area with the GM on 7/27.
- Three non-resident reimbursement invoices sent due to arm gate strikes requesting reimbursement for damages

### Administration:

- SJSO Violation log for June attached.
- Radar reports (June) attached.
- Pond Reports are posted on the website for review
- Attended FSR Lifestyle Summit in Charlotte (June 14-16). See attached letter from Michael Mendillo (East Division President).

### Department Reports:

#### Amenity Center - Front Desk (Adelaide)

- This month 92 new decals were issued to residents.
- 21 new residents moved into Palencia and were processed into all databases.
- 21 residents moved out of Palencia and were removed.
- 17 residents had scheduled appointments to receive their amenity cards and have amenity center showings.
- This month new classes began at the Amenity Center...  
(Body flow, body combat, cardio, and an additional aqua class)
- The luau was cancelled due to poor weather and rescheduled for July 30<sup>th</sup>.
- This month we discussed children under 14 not telling the truth about their age but we have no way to prove it

### Lifestyle Events:

- Taco Tuesday
- Food Truck Friday x 2
- Luau-rescheduled due to weather
- Blood Donation Bus
- Greek Night-Food Truck

### Meeting Room Use:

Clubs: 6

- Game Club
- Book Club
- Mahjong
- Women's Club
- Farkle
- Inspired Palencia

Neighborhood Associations Meetings: 8



- MCCDD
- SWCDD
- POA-MODx2
- POA-New Build
- POA-BOD
- POA-Compliance
- Village Square

**Community:**

- Lifeguards and Slide are now operating seven days a week
- Event Planning for the next few months
- Additional Water Aerobics classes added to the fitness calendar
- Snack Bar is open Wed-Sun (12-6pm)

**Sweetwater:**

- Pickleball Courts construction began
- Zen Room Completed
- Minor repairs and updates to cardio-Treadmill and Elliptical
- AC Repairs
- Pressure washing of the front entrance
- Termite inspection
- Ordering of additional equipment accessories

**Engineering:**

- Pressure washing miles of curbs
- New seal kit and impeller have been installed on the Sweetwater fitness pool in house.
- New aluminum grates have been welded on the safety system for the Village green fountain "star"
- New heating elements and control panel have been installed in the men's sauna at the Amenity center.
- Coordinated with Metro roofer for yard drain jetting and street drain clean outs. The yard drain project has been completed.
- Completed assembly of shed for storage at the Amenity center.
- 2 curbs replaced due to oak tree roots "pushing" the curbs up
- Pressure washed front entrance of the Sweetwater gym.
- New covers have been installed on the pool handrails at the Amenity center.
- Assisted the Irrigation Dept. with the running of new zone wire. (Cutting concrete and roots).
- Sweetwater interior water feature was cleaned and tuned

**Landscape:**

- Prepped and new sod at VC2 Park.
- Prepped Oak Common Park waiting for sod to become available.
- Cleared Boardwalk #5 of all debris following a Nor'easter.
- Pulled plant material in front of Avila blocking vehicular site and replaced with a low growing plant.
- Trimmed wood line on boardwalk #5.
- Installed a dog receptacle at the end of boardwalk #5.
- Felled five fallen trees.
- Trenched and ran a 300 foot neutral irrigation wire on South Loop.

- Repaired a 1 ½' and 1" irrigation zone line break on North River.
- Continue to clear all vegetation hanging over pond 8.
- Extended an irrigation zone at San Mateo Park for additional plantings.
- Repaired a 1 ½" and 1" irrigation zone line break on Senora Ct.
- Troubleshoot and repaired issues with multiple ACC irrigation clocks following storms.
- Installed a new irrigation power board at McKenzie Park due to a lightning strike.
- Hand watered 3 times a week.
- Completed irrigation inspections.

**Tennis:**

- The month of June saw the beginning of our summer Youth program and each week saw our courts full with our youth practicing at all levels of tennis. The Ladies team clinics continue throughout the summer but we added 3 Ladies Camp weeks. The rain in June did put a damper on one week of Ladies camp and our Youth Ice Cream tournament.
- We also held a Level 6 Youth Tennis Tournament in June. We had over 70 kids participate. One of our Palencia kids, Sammy Taveras, won the 12 and under division!
- During July, our youth and Ladies clinics/camps continue throughout the month.
- One of our most popular tennis socials is The Wimbledon Whites and Woods Social on Saturday, July 15<sup>th</sup>. Participants are encouraged to wear their tennis whites. We have 2 courts use wooden racquets exclusively which provides some frustration and more than a few laughs from all who participate.
- In July, the tennis pros also prepare the rosters for the upcoming Ladies tennis season which have been distributed.
- Toward the end of July, we prep our fall schedule and notify all our participants, both adults and youth, to start signing up for August classes. Youth classes start the Fall schedule on Monday, 8/14. The Ladies teams will start their Fall Schedule on Monday, 8/7.

**BELYNDA THARPE**  
General Manager

**Palencia Marshall Creek CDD**  
625 Palencia Club Dr. | St. Augustine, FL 32095  
Direct 904.810.0520  
Email [belynda.tharpe@fsresidential.com](mailto:belynda.tharpe@fsresidential.com)  
[palenciaonline.com](http://palenciaonline.com)  
[Website](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)





**ORDER FORM TO MASTER SERVICES AGREEMENT**

**1. Customer Information**

Account Name: Marshall Creek CDD-	Contract Number: 00050498
Database Name: Marshall Creek CDD-	Subscription Fee Start Date:
Contract Owner: Shawn Tannenbaum	Order Term: Monthly
Contract Signee: Tom Salmon	Offer Expiration Date:

**2. Subscription Services**

EZFacility Subscription Includes the Following Features:

- A web-based database, accessible anywhere with an internet connection
- Continuous backup of your mission-critical business and financial data
- Free and unlimited phone, web and ticket support with our highly trained support team
- Free and unlimited upgrades each time new functionality is released

Unlimited Monthly Email Marketing Unlimited Prospects/Contacts Unlimited Administrative Users	Facility & Venue Scheduling Membership Management Point of Sale (POS)	Mobile Web Access Locker/Equipment Management Employee Time
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Item	Description	Terms	MSRP	Total
EZFacility Premium Member Limit - 3000 Maximum Resources on Schedule - 30 Custome Branded App Unlimited Users (Licenses) Phone, Live Online Chat and Email Support Online Registrations QuickBooks Online Sync POS Module (Retail, Inventory Management) Online Documents (Waivers)	Member Limit - 3000 Maximum Resources on Schedule - 30 Custome Branded App Unlimited Users (Licenses) Phone, Live Online Chat and Email Support Online Registrations QuickBooks Online Sync POS Module (Retail, Inventory Management) Online Documents (Waivers)	Monthly	\$329.00	\$329.00

<b>Premium Plan Set-Up</b> Dedicated Customer Success Coach Up to (6) 1-Hour Training Sessions Import of Existing Customer Contact Data Free Account Logo Sizing & Branding Online Merchant Account Integration Customized Branded App Build	Dedicated Customer Success Coach Up to (6) 1-Hour Training Sessions Import of Existing Customer Contact Data Free Account Logo Sizing & Branding Online Merchant Account Integration Customized Branded App Build		\$450.00	\$450.00
<b>Total Monthly Subscription Cost:</b>				<b>USD</b> \$329

*Additional Fee of \$50/month may apply for using a non-partner payment provider.*

**Sales Tax** may be applicable and applied to certain customers based on the business location.

For **Tax Exempt** businesses-please email a copy of your tax exempt documentation to [billing@ezfacility.com](mailto:billing@ezfacility.com).

Is your business Tax Exempt?

Yes

**Special Terms:**

## Service Agreement

This Service Agreement (this "Agreement") is between EZFacility, Inc. ("we" or "EZFacility") and the customer who signs below ("you" or "Customer"). Each of the following documents is hereby incorporated by reference in this Agreement:

- I. Order summary attached.
- II. EZFacility's Master Subscription Agreement can be found at:  
<https://assets.ezfacility.com/docs/msa/us/master-subscription-agreement.pdf> as of the date of your signature below, including any addenda referenced therein (the "Master Subscription Agreement").

The individual signing represents to EZFacility that he or she is authorized to sign on behalf of Customer. Customer accepts the terms of the Order Summary, the Master Subscription Agreement, and any other document or terms referenced above (collectively, the "Service Agreement"). The Agreement constitutes the complete and exclusive agreement between the parties regarding the subject matter and supersedes and replaces any prior understanding or communication, written or oral.

Accepted by Customer

Tom Salmon

**Marshall Creek CDD-**

Accepted by EZFacility, Inc.

Shawn Tannenbaum

**Product Specialist**

**1.Currency**

USD

**2.Professional Services**

The following Professional Services will be provided with Activation & Setup: EZFacility will provide services for full database creation & setup, data migration and personalized training sessions. The number of training sessions provided is unlimited for initial setup. If customer requires additional training or database setup after the initial training and setup period, fees may apply at the prevailing rate.

**3.Technical Support**

- a. Contact Number: 1-877-358-7774
- b. Email: support@ezfacility.com
- c. Live Telephone and email support: 8:30AM – 6:00pm ET Monday-Friday Email and telephone are monitored beyond these hours by a technical support team member.

**4.Email Marketing**

Email Marketing Services. Customer desires, and Supplier agrees to provide, email marketing tools (the “Email Services”) in connection with the Subscription Services based upon and subject to the terms and conditions set out below.

Email Marketing Terms & Conditions

By clicking on the “I accept” box, you are indicating that you have read and agree to the Email Marketing Terms & Conditions the and that your use of the Subscription Services and any related products or services will be governed by this agreement. If you are entering into this agreement within the scope of your employment or engagement, then the term “Customer”, “Licensee” or “you” includes your employer, and you warrant that you are authorized to accept this agreement on your employer’s behalf.

**5.Service Capacity**

Service Capacity:

- Unlimited number of users
- Unlimited number of marketing emails (Subject to the usage guidelines described in the “Email Marketing Terms &Conditions”. EZFacility retains the right to limit the amount of marketing email that may be sent if use exceeds reasonablelevels).

**6.Minimum Requirements**

Computer Hardware Equipment Requirements: Desktop or laptop computer with web browser (described in “Third Party Software Programs Required”). Mobile devices such as tablets and smart phones may not be fully supported.

Third Party Software Programs Required: Use of EZFacility requires a modern, standards-compliant browser that is kept up-to-date with new releases.

This Order Form is only valid and binding on the parties when executed by both parties and is contingent on Supplier and Customer executing Supplier’s form of Master Services Agreement, either in connection herewith or previously. This Order Form is subject to the terms and conditions of such Master Services Agreement. This Order Form will become effective when all the parties have signed it. The date this Order Form is signed by the last party to sign it (as indicated by the date stated or under that party’s signature) will be deemed the date of this Order Form.

## Account Details and Credit Card Information

Please enter the Account Details associated with this Agreement. This information is used for internal purposes only.

### Account Details

Business Name: \_\_\_\_\_

Business Email: \_\_\_\_\_

Address: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Website: \_\_\_\_\_

Time Zone: \_\_\_\_\_

### Contact Information

#### Administrative Contacts

These are the people within your organization that you authorize to make security related changes to your account.

	<b>Primary</b>	<b>Secondary</b>
Name	_____	_____
Title	_____	_____
Email Address	_____	_____
Phone Number	_____	_____

## Billing Contacts

These are the people within your organization that we should contact in the event of credit card/billing issues.

	<b>Primary</b>	<b>Secondary</b>
Name	_____	_____
Title	_____	_____
Email Address	_____	_____
Phone Number	_____	_____

## EZ Expert

This person will be the main point of contact during the on-boarding process and will be responsible for completing the product training along with supplying all of the information EZFacility needs to complete the setup of your Database. The EZ Expert must attend all training sessions.

**Primary**

Name \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

## Payment Authorization & Information

Please choose the frequency and method for which you would like to be billed below. By making this selection, you acknowledge that the one-time setup fee and subscription fee will be billed in this way. In addition, if choosing to be billed annually, there are absolutely no refunds.

- Monthly by Credit Card
  Annually by Credit Card
  Annually by Check



**Payment by Credit Card**

If paying by Credit Card, please enter your information below. I hereby authorize EZFacility, Inc. to charge my one-time setup fee and my software subscription fees to my:

**Card Type**       Visa       MasterCard       American Express       N/A

Card Number                      .....

Expiration Date                      \_\_\_\_\_

Security Code                      \_\_\_\_\_

Name on Card                      \_\_\_\_\_

Billing Address                      \_\_\_\_\_

City                      \_\_\_\_\_

State/Province                      \_\_\_\_\_

Zip/Postal Code                      \_\_\_\_\_

**Payment by Check**

If paying annually by Check, please enter the name and email address of the person who should receive the invoice. Please note all invoices are due upon receipt.

Name                      \_\_\_\_\_

Email Address                      \_\_\_\_\_

Accepted by Customer:

Accepted by EZFacility, Inc.

**Name:** Tom Salmon  
**Company:** Marshall Creek CDD

**Name:** Shawn Tannenbaum  
**Title:** Product Specialist

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
06/01/23		1							1 verbal warning	Thursday	Anthony Solis	1 verbal warning issued for stop sign violation
06/02/23		4							4 verbal warnings	Friday	Michael Chapman	4 verbal warnings issued for stop sign violations
06/03/23		3							3 verbal warnings	Saturday	Michael Chapman	3 verbal warnings issued during traffic stops
06/04/23		3							3 written warnings, 1 citation	Sunday	Gary Perna	2 written warnings for excessive speed (39/30, 33/25) 1 written warning for stop sign violation and 1 citation for excessive speed (43/30)
06/06/23										Tuesday	Ian Safar	No warnings issued
06/07/23		4							4 verbal warnings	Wednesday	Andrew Hitch	4 verbal warnings issued for stop sign violations
06/08/23		3	1						4 verbal warnings	Thursday	Andrew Hitch	4 verbal warnings issued for stop sign violations, 1 issued to a golf cart
06/09/23										Friday	Anthony Solis	No warnings issued
06/10/23		5							3 written warnings, 2 verbal warnings, 1 citation	Saturday	Gary Perna	3 verbal warnings issued for excessive speed ( 38/30, 39/30, 38/30) 2 verbal warnings issued for stop sign violations and 1 citation for excessive speed (42/30)
06/11/23		2							2 verbal warnings	Sunday	Jerry Tillett	2 verbal warnings issued for stop sign violations
06/13/23		4							4 verbal warnings	Tuesday	Shawn Emert	4 verbal warnings were issued to vehicles/golf carts for equipments violations
06/15/23	1	2							3 verbal warnings	Thursday	Tony Matus	2 verbal warnings issued for speeding and 1 verbal warning issued for unlawfully parked vehicle
06/16/23		3		1					3 written warnings, 1 citation	Friday	Gary Perna	3 written warnings for stop sign violations and 1 citation issued to 13 y/o for driving LSV.
06/17/23		1							1 written warning	Saturday	Ian Safar	1 written warning was issued
06/18/23		3							2 written warnings, 1 citation	Sunday	Gary Perna	2 written warnings issued for excessive speed (35/25, 34/25) and 1 citation issued for for excessive speed (30/40)
06/20/23										Friday	Steven Rodriguez	No warnings issued
06/23/23		2							2 verbal warnings	Saturday	Tony Matus	2 verbal warnings issued for excessive speed
06/24/23		3	1						2 warnings, 2 citations	Saturday	Tony Matus	2 traffic stop were made for excessive speed, 1 traffic stop for no seatbelt and 1 LSV w/ multiple failures to signal.
06/25/23		5							5 written warnings	Sunday	Gary Perna	3 written warnings were issued for excessive speed (39/30,33/25, 34/25) and 2 written warnings were issued for stop sign violations
06/28/23										Wednesday	Anthony Solis	No warnings issued
06/30/23		5							2 verbal warnings, 3 written warnings	Friday	Thomas Evans	2 verbal warnings issued for excessive speed, 3 written warnings for stop sign violations
June 2023 Totals	1	53	2	1	0	0	0	0				
2023 YTD total	4	257	13	19	1	0	14	0				
<b>Month to Month Comparison</b>												
June 2022	0	55	0	0	0	0	0	0				
June 2023 Totals						0	0	0				

### Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
A. SOLIS #11556	74,870	74,907	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park	1905	1956		
Tuesday					Oak Common Park	2030			
Wednesday					McKenzie Park				
Thursday	06/01/2023	1700	2200	4	Parkside Park	1814			
Friday					Tree House Park				
Saturday					Trellis Park	1810			
Sunday					Mission Park	1937			
					North River	1930			
			<b>Total:</b>	<b>4</b>	Boardwalk				
					Vale Park	1805	2018		
					Ensenada Park	1915	2113		
					* Foot Patrol Required				

**One Patrol Log per shift.**

ACTIVITY	
Citations:	Parking Tickets:
Warnings: 1	Field Contacts: 1
Arrests:	Reports:
<p>Notes: <b>Please specify if Juvenile.</b> SJSO23CAD134571- Suspicious vehicle at the Palencia Clubhouse, non criminal.                      SJSO23CAD134575- Traffic stop for stop sign violation.</p>	

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Michael Chapman			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday	6/2/23	4:00pm	9:00pm	5	Tree House Park				
Saturday					Trellis Park				
Sunday					Mission Park				
					North River				
			<b>Total:</b>	<b>5</b>	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

**One Patrol Log per shift.**

ACTIVITY	
Citations:	Parking Tickets:
Warnings: 4	Field Contacts:
Arrests:	Reports:
<p>Notes: <b>Please specify if Juvenile.</b> Conducted stop sign enforcement on S. Loop/ North River and N. Loop/ Calle Norte. Issued 4 warnings for running stop signs.</p>	

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Michael Chapman			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday	10/3/23	2:00pm	7:00pm	5	Trellis Park				
Sunday					Mission Park				
					North River				
			<b>Total:</b>	<b>5</b>	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

**One Patrol Log per shift.**

ACTIVITY	
Citations:	Parking Tickets:
Warnings: 3	Field Contacts:
Arrests:	Reports:
<p><b>Notes:</b> <b>Please specify if Juvenile.</b> Gave 2 juvenile boys a warning about not wearing shirts inside the clubhouse after the front desk guy warned them.</p> <p style="padding-left: 40px;">Conducted 3 traffic stops and issued warnings.</p>	

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Gary Perna			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday	6/4/23	1pm	6pm	5	Mission Park				
			<b>Total:</b>	5	North River				
					Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

**One Patrol Log per shift.**

ACTIVITY	
Citations: 1	Parking Tickets:
Warnings: 3	Field Contacts: 2
Arrests:	Reports: 2

**Notes: Please specify if Juvenile.**

Traffic enforcement:

Palencia Village Drive at PES. 1 citation issued for excessive speed, 43mph in 30 mph zone. 1 written warning for excessive speed 39 in 30.

Ensenada and Rincon. 1 written warning for excessive speed, 33 in 25mph zone.

North End and North Loop. 1 written warning for stop sign violation

Handled a traffic crash on Midway St.

Made contact with trespassers at the golf course, range area.

Handled a fight at Burger King

Checks were conducted at the Amenity Center.

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
I.Safar #11200			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday	06/06/23	5:00pm	9:00pm	4	Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday					Mission Park				
					North River				
			<b>Total:</b>	4	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

**One Patrol Log per shift.**

ACTIVITY	
Citations:	Parking Tickets:
Warnings:	Field Contacts:
Arrests:	Reports:
<p>Notes: <b>Please specify if Juvenile.</b> Parked my patrol vehicle at all high traffic areas due to high volume of juvenile prescenes. Due to my patrol vehicle, the subjects remained on their best behavior.</p> <p>Conducted roving patrol throughout the entire community.</p>	

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Andrew Hitch	18702.0 (Wed) / 18830.2 (Thurs)	18765.3 (Wed) / 18857.1 (Thurs)	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday	6/7/23	5:00p	9:00p	4	McKenzie Park				
Thursday	6/8/23	6:00p	10:00p	4	Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday					Mission Park				
					North River				
			<b>Total:</b>	<b>8</b>	Boardwalk				
					Vale Park				
					Ensenada Park				
<b>* Foot Patrol Required</b>									

**One Patrol Log per shift.**

ACTIVITY	
Citations:	Parking Tickets:
Warnings: 4x (6/7/23) 4x (6/8/23)	Field Contacts:
Arrests:	Reports:
<p><b>Notes: Please specify if Juvenile.</b> 6/7/23 - Rain from 5:00pm to 6:00pm. 4x Traffic Stops conducted for stop sign violations. Multiple Routine Patrols conducted throughout the evening.</p> <p>6/8/23 - Checked out with suspicious vehicle at Ensenada Park at 6:20p. Occupied by two juveniles sleeping who were told to find a better place to sleep and they were moved along. Told a panhandler in front of Salsa's to move along at 8:00p. Multiple Routine Patrols conducted throughout the evening. 4x Traffic Stops conducted for stop sign violations including one of them on a golf cart.</p>	



## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
A. SOLIS #11556	75,630	75,675	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park	1700	1845		
Tuesday					Oak Common Park	1853			
Wednesday					McKenzie Park				
Thursday	\				Parkside Park	1904	2002		
Friday	06/09/2023	1700	2200	5	Tree House Park	1910			
Saturday					Trellis Park	1835	1953		
Sunday					Mission Park	1955			
					North River	1823			
			<b>Total:</b>	<b>5</b>	Boardwalk				
					Vale Park	1739	1918		
					Ensenada Park	1747	1805	2048	
* Foot Patrol Required									

**One Patrol Log per shift.**

ACTIVITY	
Citations:	Parking Tickets:
Warnings:	Field Contacts: 1
Arrests:	Reports:
<p>Notes: <b>Please specify if Juvenile.</b> SJSO23CAD141737- Assisted patrol with a crash on US-1.                      SJSO23CAD141802- Suspicious juvenile at the amenity center, nothing criminal.</p> <p style="text-align: center;">*Heavy rain for majority of the shift*</p>	

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Gary Perna			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday	6/10/23	12pm	5pm	5	Trellis Park				
Sunday					Mission Park				
					North River				
			<b>Total:</b>	<b>5</b>	Boardwalk				
					Vale Park				
					Ensenada Park				
<b>One Patrol Log per shift.</b>					<b>* Foot Patrol Required</b>				

ACTIVITY	
Citations: 1	Parking Tickets: 1-boardwalk cul de sac
Warnings: 5	Field Contacts:
Arrests:	Reports:
<p><b>Notes: Please specify if Juvenile.</b></p> <p style="margin-left: 40px;">Traffic enforcement:                      Palencia Village Drive at PES. 1 citation for excessive speed 42mph in 30. 2 written warnings for excessive speed, 38 and 39 in 30mph zone.                      Palencia Village Drive at the roundabout. 1 written warning for excessive speed, 38 in 30.                      Oak Common and Stokes Creek Drive. 1 verbal warning for stop sign violation.                      Marshall Creek Drive and North Loop. 1 verbal warning for stop sign violation.</p> <p style="margin-left: 40px;">Amenity Center checked</p>	

### Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Jerry Tillett	13256	13280	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park	15:00	17:00		
Friday					Tree House Park	18:30			
Saturday					Trellis Park	14:30	16:30		
Sunday	06/11/2023	14:00	19:00	5	Mission Park	18:45			
					North River	14:45	17:30		
			<b>Total:</b>	<b>5</b>	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

**One Patrol Log per shift.**

ACTIVITY	
Citations: 0	Parking Tickets: 0
Warnings: 2	Field Contacts: 0
Arrests: 0	Reports: 0
<p><b>Notes:</b> <b>Please specify if Juvenile.</b> Weather hindered the ability to conduct many traffic stops. However, two warnings were issued for stop sign violations. There was minimal foot traffic at any of the parks due to weather. With the golf course being closed, I conducted several foot patrols at different holes on the course. I did observe three juveniles who were on a fairway, but simply walking across and did not appear to be causing any damage.</p>	

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Shawn Emert			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday	6/13/23	8p	12a	4	Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday					Mission Park				
					North River				
			<b>Total:</b>	4	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

**One Patrol Log per shift.**

ACTIVITY	
Citations:	Parking Tickets:
Warnings: 4	Field Contacts:
Arrests:	Reports:
<p><b>Notes: Please specify if Juvenile.</b> I routine patrolled all the common areas of the community. I patrolled the businesses along Market Street, nothing suspicious was located. Patrolled a majority of the community parks.</p> <p>I patrolled a majority of the community parks during my patrol.</p> <p>I made contact with two separate occupied vehicles during my patrol. One in Ensenada Park and one in Ship Park. Both were occupied by juvenile residents. No warrants or anything illegal. Residents were told to relocate and exit the park.</p> <p>I stopped a total of four vehicles/golf carts for equipment violations. All given warnings.</p>	

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Sgt. T. Matusé	92039	92055	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park	1900			
Tuesday					Oak Common Park	2200			
Wednesday					McKenzie Park	2205			
Thursday	06-15-2023	1900	2300	4	Parkside Park	2150			
Friday					Tree House Park	2130			
Saturday					Trellis Park				
Sunday					Mission Park	2120			
					North River	2105			
					Boardwalk	2110			
					Vale Park	2020	2230		
					Ensenada Park	2000	2240		
					* Foot Patrol Required				
				<b>Total:</b>					220.00

**One Patrol Log per shift.**

ACTIVITY	
Citations:	Parking Tickets: 1
Warnings: 3	Field Contacts:
Arrests:	Reports:
<p><b>Notes: Please specify if Juvenile.</b> 1925 Traffic stop Ensenada/ Medio --- speed and no lights                      1940 Traffic stop Ensenada/ Medio ---- speed                      2045 Routine Patrol Market St.                      2255 Unlawfully parked vehicle 838 N END ST.</p>	

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Gary Perna			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday	6/16/23	530pm	1030pm	5	Tree House Park				
Saturday					Trellis Park				
Sunday					Mission Park				
					North River				
			<b>Total:</b>	<b>5</b>	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

**One Patrol Log per shift.**

ACTIVITY
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Citations: 1	Parking Tickets:
Warnings: 3	Field Contacts: 1
Arrests:	Reports:

Notes: **Please specify if Juvenile.**

Traffic enforcement:

North Loop and North End St. 2 written warnings for stop sign violation.  
 Palencia Elementary parking lot 1 citation to 13 year old operating a LSV.  
 North River and South Loop. 1 written warning for stop sign violation.

Handled a suspicious person complaint at North River and Hickory Hill

Luau was canceled due to the weather

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
I.Safar #11200			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday	06/17/23	2:00pm	7:00pm	5	Trellis Park				
Sunday					Mission Park				
					North River				
			<b>Total:</b>	<b>5</b>	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

**One Patrol Log per shift.**

ACTIVITY	
Citations:0	Parking Tickets:0
Warnings:1	Field Contacts:3
Arrests:0	Reports:0

**Notes: Please specify if Juvenile.** Conducted traffic enforcement on Palencia Village Dr and Regalo Rd and wrote one written warning.

Conducted roving patrol throughout the entire community.

Made contact with residents of the community and established a connection regarding Deputy prescene.

### Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Gary Perna			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday	6/18/23	1pm	6pm	5	Mission Park				
					North River				
			<b>Total:</b>	<b>5</b>	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

**One Patrol Log per shift.**

ACTIVITY	
Citations: 1	Parking Tickets: 1-boardwalk, vehicle in golf cart spot
Warnings: 2	Field Contacts: 1
Arrests:	Reports:
<p><b>Notes: Please specify if Juvenile.</b></p> <p style="margin-left: 40px;">Traffic enforcement:                      Las Calinas and Ensenada at the roundabout. 1 written warning for excessive speed, 33 in 25 mph zone.                      Las Calinas and Otero Point. 1 written warning fro excessive speed, 34 in 25mph zone.                      Palencia Village Drive and Regalo Road. 1 citation for excessive speed 40 in 30 mph.</p> <p style="margin-left: 40px;">Several checks made at the Amenity Center                      Handled a reckless driver call at Oak Common and Hannah Park Lane</p>	



## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Deputy Steven Rodriguez			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park	2000	2025		
Tuesday					Oak Common Park	2025	2050		
Wednesday					McKenzie Park	2050	2075		
Thursday					Parkside Park	2075	2100		
Friday	06/20/23	2000	2300	3	Tree House Park	2100	2125		
Saturday					Trellis Park	2125	2150		
Sunday					Mission Park	2150	2175		
					North River	2175	2200		
					Boardwalk	2200	2225		
					Vale Park	2225	2250		
					Ensenada Park	2250	2300		
					* Foot Patrol Required				
					* Foot Patrol Required				

**One Patrol Log per shift.**

ACTIVITY	
Citations:	Parking Tickets:
Warnings:	Field Contacts:
Arrests:	Reports:
<p><b>Notes:</b> <b>Please specify if Juvenile.</b> Patrolled the listed areas and business parking lots. Canvass conducted with negative results. I did not observed any traffic violations while patrolling.</p>	

### Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Sgt. T. Matusé	92522	92543	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park	1635	1955		
Tuesday					Oak Common Park	1850			
Wednesday					McKenzie Park	1915			
Thursday					Parkside Park	1840			
Friday					Tree House Park	1820			
Saturday	6-23-2023	1630	2130	5	Trellis Park				
Sunday					Mission Park	1815			
					North River	1750			
					Boardwalk	1800			
					Vale Park	1725			
					Ensenada Park	1705	2055		
					* Foot Patrol Required				
					* Total: 275.00				

**One Patrol Log per shift.**

ACTIVITY	
Citations:	Parking Tickets:
Warnings: 2	Field Contacts: 1
Arrests:	Reports:
<p><b>Notes: Please specify if Juvenile.</b> 1655 Routine patrol Market St                  1710 Traffic stop Ensanada/Rincon-speed                  1735 Traffic stop N. River/S. Loop-speed                  2015 Routine patrol Market St                  2055 Vehicle at park after dusk. Two juveniles located and informed all parks are closed at dusk.                  Both very cooperative.                  2125 Routine patrol Market St.</p>	

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Sgt. T. Matus	92577	92603	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park	1105	1325		
Tuesday					Oak Common Park	1300			
Wednesday					McKenzie Park	1305			
Thursday					Parkside Park	1250			
Friday					Tree House Park	1235	1600		
Saturday	6-24-2023	1100	1600	5	Trellis Park				
Sunday					Mission Park	1230	1540		
					North River	1210	1520		
					Boardwalk	1215	1525		
					Vale Park	1200			
					Ensenada Park	1145	1415		
					* Foot Patrol Required				
				<b>Total:</b>					275.00

**One Patrol Log per shift.**

ACTIVITY	
Citations: 2	Parking Tickets:
Warnings: 6	Field Contacts:
Arrests:	Reports:
<p>Notes: <b>Please specify if Juvenile.</b></p> <ul style="list-style-type: none"> <li>1120 Routine patrol Market ST.</li> <li>1305 Made contact with subject who was allowing his dog to run free. (MCKENZIE PARK)</li> <li>1335 Traffic stop Palencia Village/ Parkfront-speed</li> <li>1350 Routine patrol Market St</li> <li>1355 Traffic stop Market St/ Norhtlawn Dr- Low speed vehicle with multiple failures to signal.</li> <li>1417 Traffic stop Ensenada/ Rincon-speed</li> <li>1545 Traffic stop Treehouse/ Sophia Terr- no seatbelt</li> </ul>	

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Gary Perna			ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park				
Tuesday					Oak Common Park				
Wednesday					McKenzie Park				
Thursday					Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park				
Sunday	6/25/23	2pm	7pm	5	Mission Park				
					North River				
			<b>Total:</b>	<b>5</b>	Boardwalk				
					Vale Park				
					Ensenada Park				
					* Foot Patrol Required				

**One Patrol Log per shift.**

ACTIVITY	
Citations:	Parking Tickets:
Warnings: 5	Field Contacts: 1
Arrests:	Reports:
<p><b>Notes: Please specify if Juvenile.</b></p> <p style="margin-left: 40px;">Traffic enforcement:                      Palencia Village Drive at PES. 1 written warning for excessive speed, 39 in 30 mph zone.                      Las Calinas and Ensenada at the roundabout. 1 written warning for excessive speed, 33 in 25 mph zone.                      Ensenada and Rincon. 1 written warning for excessive speed, 34 in 25 mph zone.                      North End and North Loop. 2 written warnings for stop sign violation.</p> <p style="margin-left: 40px;">Handled a fraud incident from a homeowner on LaMesa drive.</p> <p style="margin-left: 40px;">Several checks conducted at the Amenity Center</p>	

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
A. SOLIS #11556	76,735	76,780	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	Areas Patrolled	Time	Time	Time	Time
Monday					Ship Park	1759	2145		
Tuesday					Oak Common Park	2059			
Wednesday	06/28/23	1800	2200	4	McKenzie Park				
Thursday	\				Parkside Park				
Friday					Tree House Park				
Saturday					Trellis Park	2037			
Sunday					Mission Park	2041			
					North River	2107			
			<b>Total:</b>	<b>4</b>	Boardwalk				
					Vale Park	1758	2110		
					Ensenada Park	2017			
* Foot Patrol Required									

**One Patrol Log per shift.**

ACTIVITY	
Citations:	Parking Tickets:
Warnings:	Field Contacts:
Arrests: 1	Reports:
Notes: <b>Please specify if Juvenile.</b> SJSO23CAD159763- Served an arrest warrant on a male subject. SJSO23CAD159846- Suspicious vehicle located in the Ensenada Park.	

## Palencia Patrol Log

Deputy's Name	Starting Mileage	Ending Mileage	Deputy's Department
Thomas Evans	70,101.3	70,123.6	ST JOHNS CO. SO.

Workday	Date	Start Time	End Time	Hours Worked	4	Areas Patrolled	Time	Time	Time	Time
Monday						Ship Park	5:05PM	9:15PM		
Tuesday						Oak Common Park	5:35PM	9:35PM		
Wednesday						McKenzie Park	5:55PM	9:55PM		
Thursday						Parkside Park	6:25PM			
Friday	6/30/2023	5:00PM	10:00PM	5		Tree House Park	6:50PM			
Saturday						Trellis Park	7:25PM			
Sunday						Mission Park	7:50PM			
						North River	8:05PM			
						Boardwalk	8:20PM			
						Vale Park	8:35PM			
						Ensenada Park	8:55PM			
						* Foot Patrol Required				
						* Foot Patrol Required				

One Patrol Log per shift.

ACTIVITY	
Citations:	Parking Tickets: 0
Warnings: 5	Field Contacts: 1
Arrests: 0	Reports: 0

Notes: **Please specify if Juvenile.**

-RAN STATIONARY/MOVING RADAR THROUGHOUT NEIGHBORHOODS. CLOCKED 45 CARS/6 INFRACTIONS. GAVE 2 VERBAL WARNINGS (SPEED ON S. LOOP PKWY/SPEED ON S. LOOP PKWY).

-SAT AT NUMEROUS 4 WAY STOP SIGNS LOOKING FOR INFRACTIONS-GAVE 3 WRITTEN WARNINGS FOR RUNNING/ROLLING STOP SIGN AT OAK COMMON/STOKES CREEK.

-ASSISTED PATROL WITH SUICIDAL SUBJECT (INTOXICATED ADULT FEMALE) THAT RAN INTO WOODS OFF OF ESCENIDA DR. ASSISTED WITH APPREHENSION. NOBODY INJURED AND NO THREATS TO PUBLIC. TAKEN TO HOSPITAL FOR TREATMENT.

-ASSISTED PATROL WITH ALARM IN NEIGHBORHOOD.

-ONE GOLF CART VIOLATION. VERBAL WARNING. 20 YR OLD ADULT.

NO DAMAGE SEEN WHILE WALKING PARKS.

MCCDD Board

**N. Loop Entrance**

						JUNE 2023
Date	Vehicle Count	# of Violators	Top Speed	Day of Week	% of Violators to Total Vehicles	SJSO Comments
6/1/23	2565	1021	48	TH	0.398	SEE ATTACHED REPORT FROM SJSO
6/2/23	1391	204	43	FRI	0.146	
6/3/23	1009	32	43	SAT	0.031	
6/4/23	864	34	49	SUN	0.039	
6/5/23	1173	37	41	MON	0.031	
6/6/23	1164	32	61	TUES	0.027	
6/7/23	1143	40	42	WED	0.034	
6/8/23	1130	41	48	TH	0.036	
6/9/23	1094	32	39	FRI	0.029	
6/10/23	962	35	41	SAT	0.036	
6/11/23	893	40	45	SUN	0.044	
6/12/23	1187	39	43	MON	0.032	
6/13/23	1144	33	38	TUES	0.028	
6/14/23	968	22	39	WED	0.022	
6/15/23	1013	40	42	TH	0.039	
6/16/23	1190	49	43	FRI	0.041	
6/17/23	1006	43	42	SAT	0.042	
6/18/23	857	32	41	SUN	0.037	
6/19/23	1209	35	45	MON	0.028	
6/20/23	1064	65	58	TUES	0.061	
6/21/23	1219	68	64	WED	0.055	
6/22/23	1129	60	66	TH	0.053	
6/23/23	1164	48	37	FRI	0.041	
6/24/23	994	44	67	SAT	0.04	



6/25/23	888	53	39	SUN	0.059	
6/26/23	1151	64	54	MON	0.055	
6/27/23	1185	69	40	TU	0.058	
6/28/23	1213	67	59	WED	0.055	
6/29/23	1198	48	40	TH	0.040	
6/30/23	1206	85	61	FRI	0.070	

MCCDD Board

**N. Loop EXIT**

JUNE 2023						SJSO Comments
Date	Vehicle Count	# of Violators	Top Speed	Day of Week	% of Violators to Total Vehicles	<b>SEE ATTACHED REPORT FROM SJSO</b>
6/1/23	1252	434	45	TH	0.346	***DATA WAS NOT COLLECTED BETWEEN 12AM-8:30AM AND AGAIN 5:30PM-11:30PM***
6/2/23	382	32	40	FRI	0.083	***DATA WAS NOT COLLECTED BETWEEN 12AM-8:30AM AND AGAIN 6PM-11:30PM***
6/3/23	699	71	41	SAT	0.101	***DATA WAS NOT COLLECTED BETWEEN 12AM-8:30AM AND AGAIN 5:30PM-11:30PM***
6/4/23	569	75	40	SUN	0.131	***DATA WAS OT COLLECTED BETWEEN 12AM-8:30AM AND AGAIN 5PM-11:30PM***
6/5/23	603	44	45	MON	0.072	***DATA WAS NOT COLLECTED BETWEEN 12AM-8AM; 3:30-4:30 AND AGAIN 6PM-11:30PM***
6/6/23	482	33	39	TUES	0.068	***DATA WAS NOT COLLECTED BETWEEN 12AM-8:30AM AND AGAIN 2:30PM-11:30PM***
6/7/23	1100	77	42	WED	0.07	***DATA WAS NOT COLLECTED BETWEEN 12AM-8:30AM***
6/8/23	1058	85	41	TH	0.080	***DATA WAS NOT COLLECTED BETWEEN 12AM-8AM AND 10PM-11:30PM***
6/9/23	559	43	41	FRI	0.076	***DATA WAS NOT COLLECTED BETWEEN 12AM-8:30AM AND AGAIN 3PM-11:30PM***
6/10/23	1013	105	41	SAT	0.103	***DATA WAS NOT COLLECTED BETWEEN 12AM-7:30AM***
6/11/23	359	37	40	SUN	0.103	***DATA WAS NOT COLLECTED BETWEEN 12AM-7:30AM***
6/12/23	1106	84	41	MON	41	***DATA WAS NOT COLLECTED BETWEEN 12AM-8:30AM AND 11-11:30PM***
6/13/23	896	73	41	TUES	0.081	***DATA WAS NOT COLLECTED BETWEEN 12AM-7:30AM AND 6-11:30PM***
6/14/23	743	58	45	WED	0.078	***DATA WAS NOT COLLECTED BETWEEN 12AM-8AM AND AGAIN 5:30PM-11:30PM***
6/15/23	512	31	41	TH	0.060	***DATA WAS NOT COLLECTED BETWEEN 12AM-8AM AND AGAIN 2PM-11:30PM***
6/16/23	840	62	41	FRI	0.073	***DATA WAS NOT COLLECTED BETWEEN 12AM-8AM, 4PM AND AGAIN 6 PM-11:30PM***
6/17/23	878	78	46	SAT	0.088	***DATA WAS NOT COLLECTED BETWEEN 12AM-7:30AM, 9AM AND AGAIN 8:30PM-11:30PM***
6/18/23	476	45	41	SUN	0.094	***DATA WAS NOT COLLECTED BETWEEN 12AM-7:30AM, 9AM AND AGAIN 4:30PM-11:30PM***
6/19/23	1156	83	41	MON	0.071	***DATA WAS NOT COLLECTED BETWEEN 12AM-7:30AM AND 8:30-11:30PM***
6/20/23	756	75	41	TUES	0.099	***DATA WAS NOT COLLECTED BETWEEN 12AM-9:30AM AND 7-11:30PM***
6/21/23	1197	86	48	WED	0.071	***DATA WAS NOT COLLECTED BETWEEN 12AM-8AM AND 10PM-11:30PM***
6/22/23	1195	88	42	TH	0.073	***DATA WAS NOT COLLECTED BETWEEN 12AM-7:30AM***
6/23/23	1068	83	42	FRI	0.077	***DATA WAS NOT COLLECTED BETWEEN 12AM-9AM AND 11-11:30PM***

6/24/23	1064	85	41	SAT	0.079	***DATA WAS NOT COLLECTED BETWEEN 12AM-7:30AM***
6/25/23	984	85	41	SUN	0.086	***DATA WAS NOT COLLECTED BETWEEN 12AM-7:30AM AND 10-11:30PM***
6/26/23	1201	97	41	MON	0.080	***DATA WAS NOT COLLECTED BETWEEN 12AM-7AM; 10:30PM AND 11:30PM***
6/27/23	1206	92	43	TU	0.076	***DATA WAS NOT COLLECTED BETWEEN 12AM-7AM AND 10-11:30PM***
6/28/23	969	74	39	WED	0.076	***DATA WAS NOT COLLECTED BETWEEN 12AM-7:30AM AND 6--11:30PM***
6/29/23	868	74	48	TH	0.085	***DATA WAS NOT COLLECTED BETWEEN 12AM-7:30AM AND 5--11:30PM***
6/30/23	880	87	43	FRI	0.098	***DATA WAS NOT COLLECTED BETWEEN 12AM-7:30AM AND 5--11:30PM***



June 2023

Dear Valued Board Member:

At FirstService Residential, we recognize that our associates' leadership, growth, and development are key to the success of our organization and the communities we manage. In June, our associates attended one of the three Lifestyle Summits offered by FirstService Residential.

Lifestyle Summits are hosted annually for associates across all our markets. The purpose of these summits is to provide an interactive forum for community managers and directors to network, exchange best practices, and share new ideas. In addition, valuable input is shared from leadership and peers working in similar job capacities on lifestyle management and operational topics.

I had the privilege of kicking off each one of our summits personally, and our team's enthusiasm and engagement was impressive! The educational presentations and rich discussions took place around the following topics:

- Refining our Communication
- Rethinking the Way, We Give and Receive Feedback
- Rediscovering Wellness for Ourselves and our Communities
- Reimagining the Future of Lifestyle

I also want to offer huge thanks to our sponsor partners for their support of these critical events. It allowed them to engage with our teams in hopes that they can serve your community in the future.

Please see the attached list of sponsors. Feel free to engage with your managers to help identify possible vendors for your community.

Thus far, feedback from participants at the 2023 Lifestyle Summits has been extremely positive. On behalf of your FirstService Residential management and leadership team, THANK YOU for recognizing the value of this educational and networking forum by supporting the participation of the associates from your community. The information and perspectives shared will ultimately benefit the communities we serve.

Thank you again for partnering with us in this critical training and development opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Mendillo".

Michael A. Mendillo  
President  
FirstService Residential

**6A**

This Instrument Prepared By:  
Celeda Wallace  
Action No. 47408  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

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SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 550035072

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Marshall Creek Community Development District, a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 34 and 35,  
Township 05 South, Range 29 East, in Tolomato River,  
St. Johns County, Florida, containing 5,585 square feet, more or less,  
as is more particularly described and shown on Attachment A,  
dated May 15, 2003.

TO HAVE THE USE OF the hereinabove described premises from June 10, 2023, the effective date of this lease renewal, through June 10, 2033, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate two private residential multi-family community boardwalks, to be used exclusively for viewing and fishing in conjunction with an upland residential community, without fueling facilities, with a sewage pumpout facility, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the St Johns River Water Management District Environmental Resource Permit No. 4-109-56730-19, dated June 10, 2003, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$2,193.74, which includes the discounts authorized pursuant to Section 253.0347(2)(b), Florida Statutes, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Marshall Creek Community Development District  
625 Palencia Club Drive  
St Augustine, FL 32095

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.



15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereignty, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

*[Remainder of page intentionally left blank; Signature page follows]*

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

\_\_\_\_\_  
Original Signature

(SEAL)

\_\_\_\_\_  
Print/Type Name of Witness

BY: \_\_\_\_\_  
Brad Richardson, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board  
of Trustees of the Internal Improvement Trust Fund of the  
State of Florida.

\_\_\_\_\_  
Original Signature

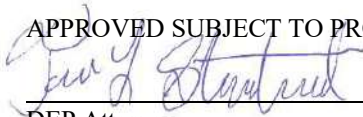
\_\_\_\_\_  
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



7/5/2023

DEP Attorney

Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

Marshall Creek Community Development District, a local unit  
Of special-purpose government created and existing pursuant  
to Chapter 190, Florida Statutes (SEAL)

WITNESSES:

\_\_\_\_\_  
Original Signature

BY: \_\_\_\_\_  
Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

Kathleen Moss  
Typed/Printed Name of Executing Authority

\_\_\_\_\_  
Original Signature

Chair  
Title of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

“LESSEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_online notarization this .  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Kathleen Moss as Chair, for and on behalf of Marshall Creek Community  
Development District, a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes.  
She is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF  
**A PORTION OF UNSURVEYED SECTION 34,  
TOWNSHIP 5 SOUTH RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA**

A PORTION OF UNSURVEYED SECTION 34, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 4622" HAVING THE FOLLOWING STATE PLANE COORDINATES FLORIDA EAST ZONE, NORTH 2071963.1082, EAST 538779.6541; THENCE NORTH 71°54'55" EAST, 124.90 FEET TO THE MEAN HIGH WATER LINE AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE NORTH 07°05'26" EAST, ALONG SAID MEAN HIGH WATER LINE, 6.20 FEET; THENCE NORTH 82°38'36" EAST, 396.03 FEET; THENCE NORTH 08°05'23" WEST, 1.00 FEET; THENCE NORTH 81°54'37" EAST, 8.00 FEET; THENCE SOUTH 08°05'23" EAST, 1.00 FEET; THENCE NORTH 81°52'49" EAST, 214.90 FEET; THENCE NORTH 08°05'23" WEST, 1.00 FEET; THENCE NORTH 81°54'37" EAST, 8.00 FEET; THENCE SOUTH 08°05'23" EAST, 8.00 FEET; THENCE SOUTH 81°54'37" WEST, 8.00 FEET; THENCE NORTH 08°05'23" WEST, 1.00 FEET; THENCE SOUTH 81°52'49" WEST, 214.90 FEET; THENCE SOUTH 08°05'23" EAST, 1.00 FEET; THENCE SOUTH 81°54'37" WEST, 8.00 FEET; THENCE NORTH 08°05'23" WEST, 1.00 FEET; THENCE SOUTH 82°38'36" WEST, 397.66 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.08 ACRES, MORE OR LESS.

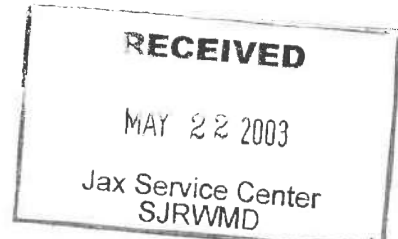


**NOTES:**

- 1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2) THE SPECIFIC PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION OF PROPOSED BOARDWALK EASEMENT OVER LANDS BELOW THE MEAN HIGH WATER LINE OF THE TOLOMATO RIVER.
- 3) ELEVATIONS SHOWN HEREON ARE ON "NAVD 88" DATUM AND ARE BASED ON UNITED STATES GEODETIC SURVEY MARKER STAMPED "N 332 1975" ELEVATION 38.67' (NAVD 88 DATUMN).

**NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER**

CERTIFICATE: I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



DATE: 5/15/03

**PRIVETT & ASSOC. OF FLORIDA, INC.**

SURVEYORS, MAPPERS AND LAND PLANNERS  
2732 TOWNSEND BOULEVARD  
JACKSONVILLE, FLORIDA, 32211  
(904) 743-7658 LB No.4622

CHARLES ROBERT LEE  
REGISTERED SURVEYOR & MAPPER NO. 5618 FL.



SCALE: 1"=100'  
DATE: 5/15/03

TOLAMATO RIVER

MEAN HIGH WATER LINE  
ELEVATION 1.28', NAVD 1988  
AS LOCATED ON 10/01/97.

PROPOSED  
BOARDWALK  
EASEMENT

MEAN HIGH WATER LINE  
ELEVATION 1.28', NAVD 1988  
AS LOCATED ON 10/01/97.

SET 4"x4" CM  
N 2071522.1816  
E 538860.1828

POINT OF REFERENCE  
SET 4"x4" CM  
N 2071963.1082  
E 538779.6541  
ELEV. = (2.12' NAVD 88)

S10°21'01"E 448.22'  
NOT TO SCALE

MARSHES OF TOLAMATO RIVER

MARSHES OF TOLAMATO RIVER

EDGE OF MARSH

UNSURVEYED SECTION 34

PAGE 2 OF 2 DWG. # NORTHMHW

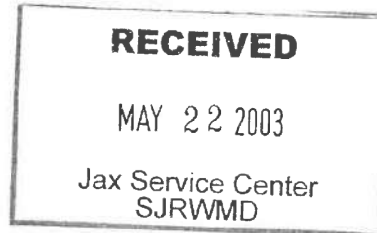
SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF  
**A PORTION OF UNSURVEYED SECTION 34,**  
**TOWNSHIP 5 SOUTH, RANGE 29 EAST,**  
**ST. JOHNS COUNTY, FLORIDA**  
 FOR: HINES

LEGAL DESCRIPTION SOUTHMHW #1:

A PORTION OF UNSURVEYED SECTION 34, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 4622" HAVING THE FOLLOWING STATE PLANE COORDINATES FLORIDA EAST ZONE, NORTH 2069124.3920, EAST 541028.0581; THENCE SOUTH 45°00'26" WEST, 1,565.68 FEET TO THE MEAN HIGH WATER LINE, THE SAME BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE SOUTH 34°38'14" EAST, ALONG SAID MEAN HIGH WATER LINE, 6.01 FEET; THENCE IN A SOUTHWESTERLY DIRECTION, DEPARTING SAID MEAN HIGH WATER LINE, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 302.73 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 63°15'24" WEST, 50.33 FEET; THENCE SOUTH 68°00'20" WEST, 40.21 FEET; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 203.02 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 75°47'36" WEST, 55.03 FEET TO THE SAID MEAN HIGH WATER LINE; THENCE NORTH 23°37'37" WEST, ALONG SAID MEAN HIGH WATER LINE, 6.29 FEET; THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 197.02 FEET, A CHORD BEARING AND DISTANCE OF NORTH 76°03'50" EAST, 55.25 FEET; THENCE NORTH 68°00'20" EAST, 40.22 FEET; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 296.73 FEET, A CHORD BEARING AND DISTANCE OF NORTH 63°17'18" EAST, 49.01 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.02 ACRES, MORE OR LESS.



NOTES:

- 1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2) THE SPECIFIC PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION OF PROPOSED BOARDWALK EASEMENT OVER LANDS BELOW THE MEAN HIGH WATER LINE OF THE TOLOMATO RIVER.
- 3) ELEVATIONS SHOWN HEREON ARE ON "NAVD 88" DATUM AND ARE BASED ON UNITED STATES GEODETIC SURVEY MARKER STAMPED "N 332 1975" ELEVATION 38.67' (NAVD 88 DATUMN).

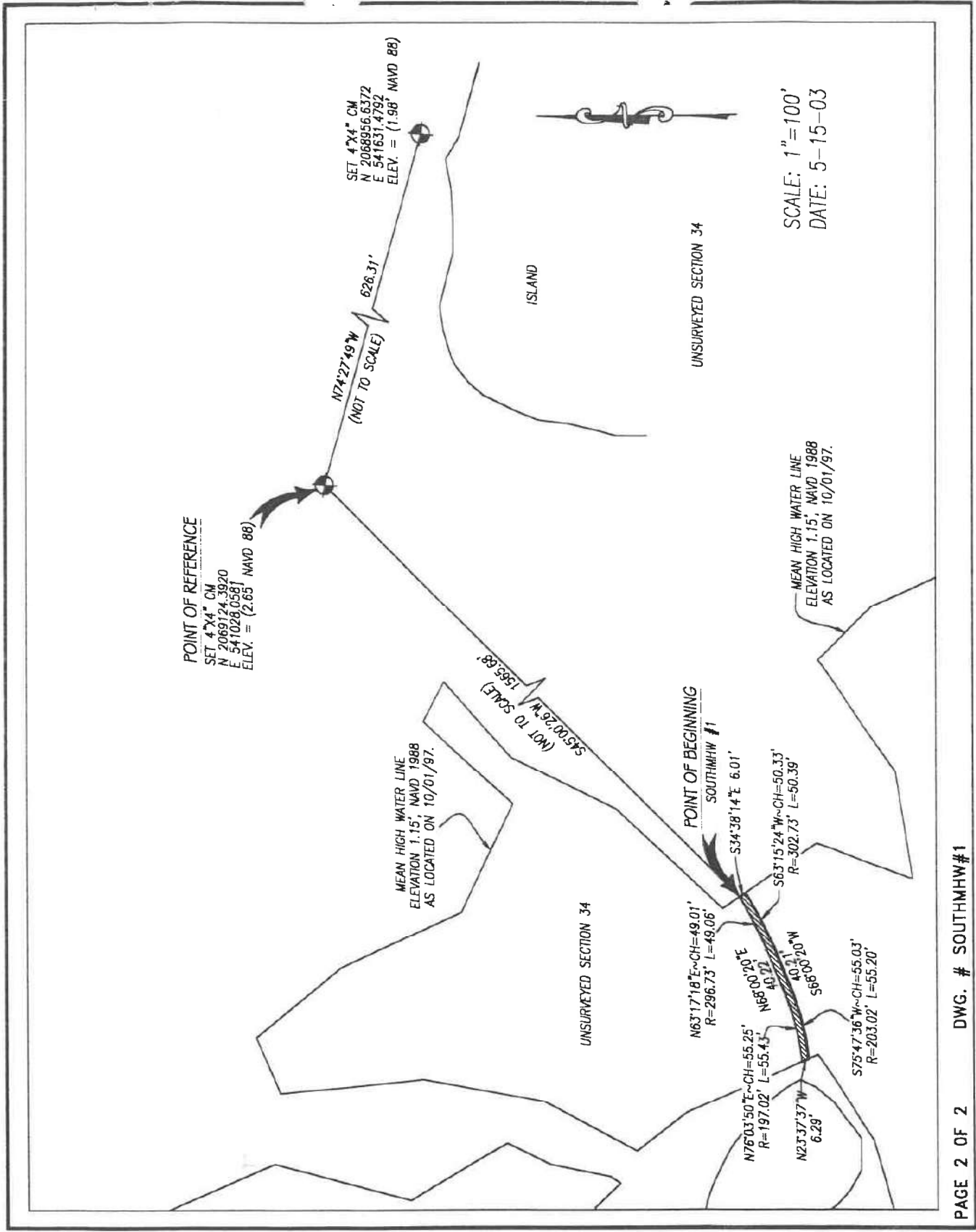
**NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER**

CERTIFICATE: I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 61G17-5, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHARLES ROBERT LEE  
 REGISTERED SURVEYOR & MAPPER NO. 5618 FL.

**PRIVETT & ASSOC. OF FLORIDA, INC.**

SURVEYORS, MAPPERS AND LAND PLANNERS  
 2732 TOWNSEND BOULEVARD  
 JACKSONVILLE, FLORIDA, 32211  
 (904) 743-7658 LB No.4622





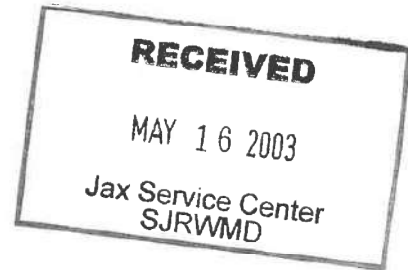
SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF  
**A PORTION OF UNSURVEYED SECTION 34,**  
**TOWNSHIP 5 SOUTH, RANGE 29 EAST,**  
**ST. JOHNS COUNTY, FLORIDA**  
FOR: HINES

LEGAL DESCRIPTION SOUTHMHW #2:

A PORTION OF UNSURVEYED SECTION 34, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 4622" HAVING THE FOLLOWING STATE PLANE COORDINATES FLORIDA EAST ZONE, NORTH 2069124.3920, EAST 541028.0581; THENCE SOUTH 26°15'49" WEST, 816.14 FEET TO THE MEAN HIGH WATER LINE, THE SAME BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE SOUTH 29°49'07" EAST, ALONG SAID MEAN HIGH WATER LINE, 6.01 FEET; THENCE IN A SOUTHWESTERLY DIRECTION, DEPARTING SAID MEAN HIGH WATER LINE, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 197.36 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 58°49'37" WEST, 34.43 FEET; THENCE SOUTH 53°49'22" WEST, 3.15 FEET TO SAID MEAN HIGH WATER LINE; THENCE NORTH 31°46'49" WEST, ALONG SAID MEAN HIGH WATER LINE, 6.02 FEET; THENCE NORTH 53°49'22" EAST, 2.69 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 203.36 FEET, A CHORD BEARING AND DISTANCE OF NORTH 58°46'23" EAST, 35.09 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 226 SQUARE FEET, MORE OR LESS.



NOTES:

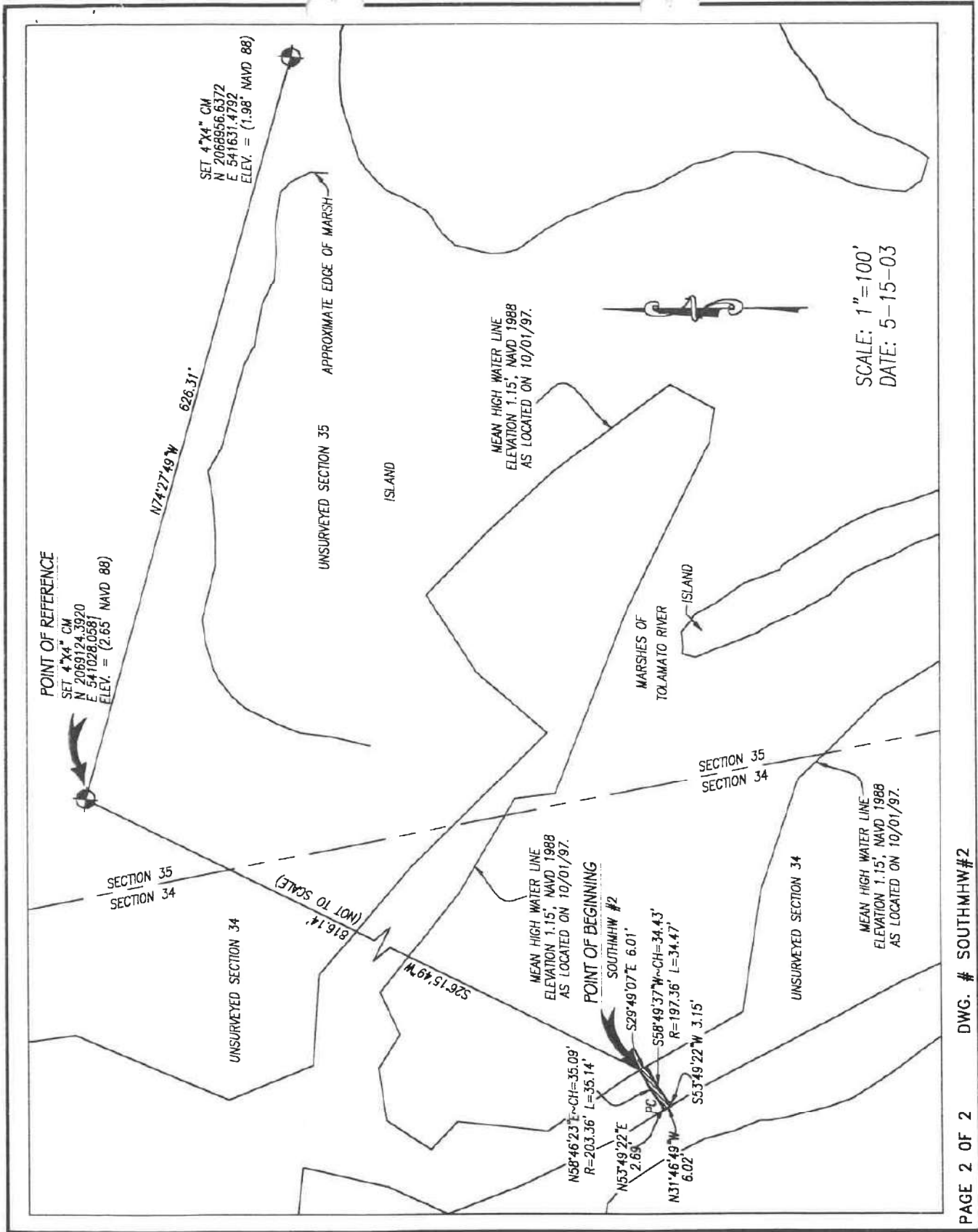
- 1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2) THE SPECIFIC PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION OF PROPOSED BOARDWALK EASEMENT OVER LANDS BELOW THE MEAN HIGH WATER LINE OF THE TOLOMATO RIVER.
- 3) ELEVATIONS SHOWN HEREON ARE ON "NAVD 88" DATUM AND ARE BASED ON UNITED STATES GEODETIC SURVEY MARKER STAMPED "N 332 1975" ELEVATION 38.67' (NAVD 88 DATUM).

**NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER**

CERTIFICATE: I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHARLES ROBERT LEE  
REGISTERED SURVEYOR & MAPPER NO. 5618 FL.

**PRIVETT & ASSOC. OF FLORIDA, INC.**  
SURVEYORS, MAPPERS AND LAND PLANNERS  
2732 TOWNSEND BOULEVARD  
JACKSONVILLE, FLORIDA, 32211  
(904) 743-7658 LB No.4622



PAGE 2 OF 2 DWG. # SOUTHMHW#2

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF  
A PORTION OF UNSURVEYED SECTION 35,  
TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA**

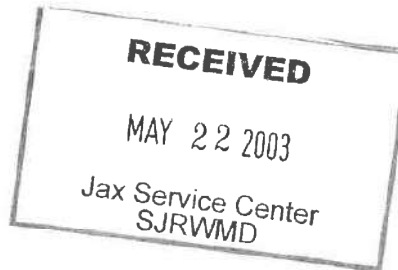
FOR: HINES

**LEGAL DESCRIPTION SOUTHMHW #3:**

A PORTION OF UNSURVEYED SECTION 35, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 4622" HAVING THE FOLLOWING STATE PLANE COORDINATES FLORIDA EAST ZONE, NORTH 2069124.3920, EAST 541028.0581; THENCE SOUTH 12°40'23" WEST, 621.24 FEET TO THE MEAN HIGH WATER LINE, THE SAME BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE SOUTH 44°19'36" EAST, ALONG SAID MEAN HIGH WATER LINE, 6.53 FEET; THENCE SOUTH 22°27'30" WEST, DEPARTING SAID MEAN HIGH WATER LINE, 12.02 FEET; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 152.90 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 24°10'02" WEST, 9.23 FEET TO SAID MEAN HIGH WATER LINE; THENCE NORTH 59°08'11" WEST, ALONG SAID MEAN HIGH WATER LINE, 6.02 FEET; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 146.90 FEET, A CHORD BEARING AND DISTANCE OF NORTH 24°03'53" EAST, 8.35 FEET; THENCE NORTH 22°27'30" EAST, 14.59 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 132 SQUARE FEET, MORE OR LESS.



**NOTES:**

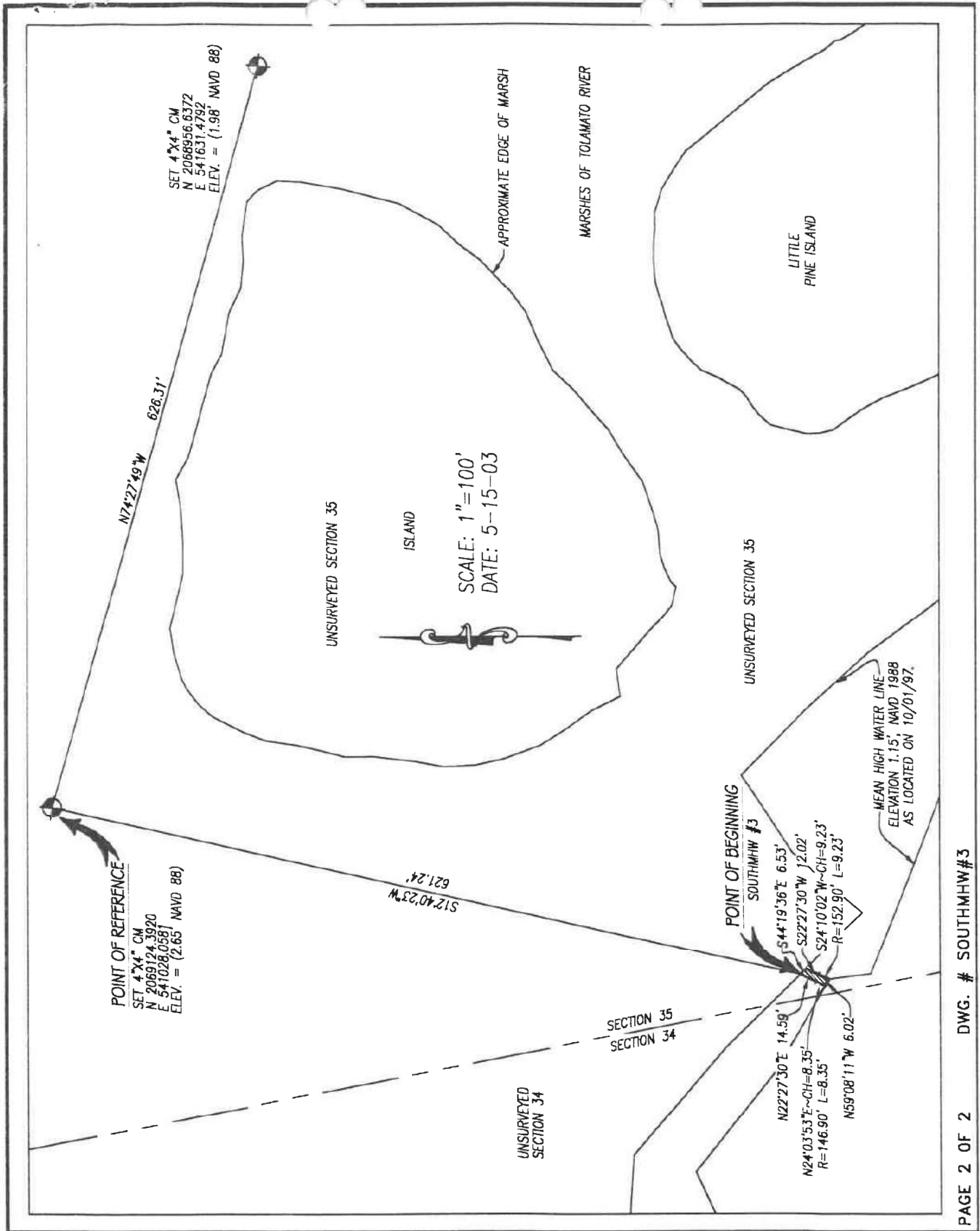
- 1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2) THE SPECIFIC PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION OF PROPOSED BOARDWALK EASEMENT OVER LANDS BELOW THE MEAN HIGH WATER LINE OF THE TOLOMATO RIVER.
- 3) ELEVATIONS SHOWN HEREON ARE ON "NAVD 88" DATUM AND ARE BASED ON UNITED STATES GEODETIC SURVEY MARKER STAMPED "N 332 1975" ELEVATION 38.67' (NAVD 88 DATUM).

**NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER**

CERTIFICATE: I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Charles Robert Lee*  
 CHARLES ROBERT LEE  
 REGISTERED SURVEYOR & MAPPER NO. 5618 FL.

**PRIVETT & ASSOC. OF FLORIDA, INC.**  
 SURVEYORS, MAPPERS AND LAND PLANNERS  
 2732 TOWNSEND BOULEVARD  
 JACKSONVILLE, FLORIDA, 32211  
 (904) 743-7658 LB No.4622



PAGE 2 OF 2 DWG. # SOUTHMHW#3

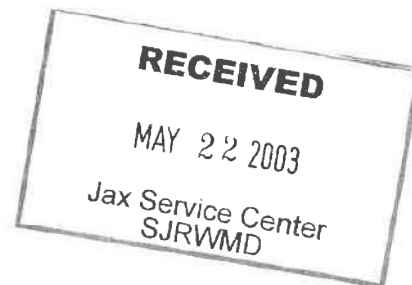
SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF  
**A PORTION OF UNSURVEYED SECTION 35,**  
**TOWNSHIP 5 SOUTH, RANGE 29 EAST,**  
**ST. JOHNS COUNTY, FLORIDA**  
FOR: HINES

LEGAL DESCRIPTION SOUTHMHW #4:

A PORTION OF UNSURVEYED SECTION 35, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 4622" HAVING THE FOLLOWING STATE PLANE COORDINATES FLORIDA EAST ZONE, NORTH 2069124.3920, EAST 541028.0581; THENCE NORTH 60°03'11" EAST, 855.32 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE SOUTH 57°20'44" EAST, 8.00 FEET; THENCE SOUTH 32°39'16" WEST, 8.00 FEET; THENCE NORTH 57°20'44" WEST, 1.00 FEET; THENCE SOUTH 32°39'16" WEST, 161.99 FEET TO THE MEAN HIGH WATER LINE; THENCE THE FOLLOWING (2) COURSES ALONG SAID MEAN HIGH WATER LINE: COURSE (1) - NORTH 32°42'30" WEST, 4.71 FEET; COURSE (2) - NORTH 81°09'51" WEST, 1.88 FEET; THENCE NORTH 32°39'16" EAST, 160.79 FEET; THENCE NORTH 57°20'44" WEST, 1.00 FEET; THENCE NORTH 32°39'16" EAST, 8.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.02 ACRES, MORE OR LESS.



NOTES:

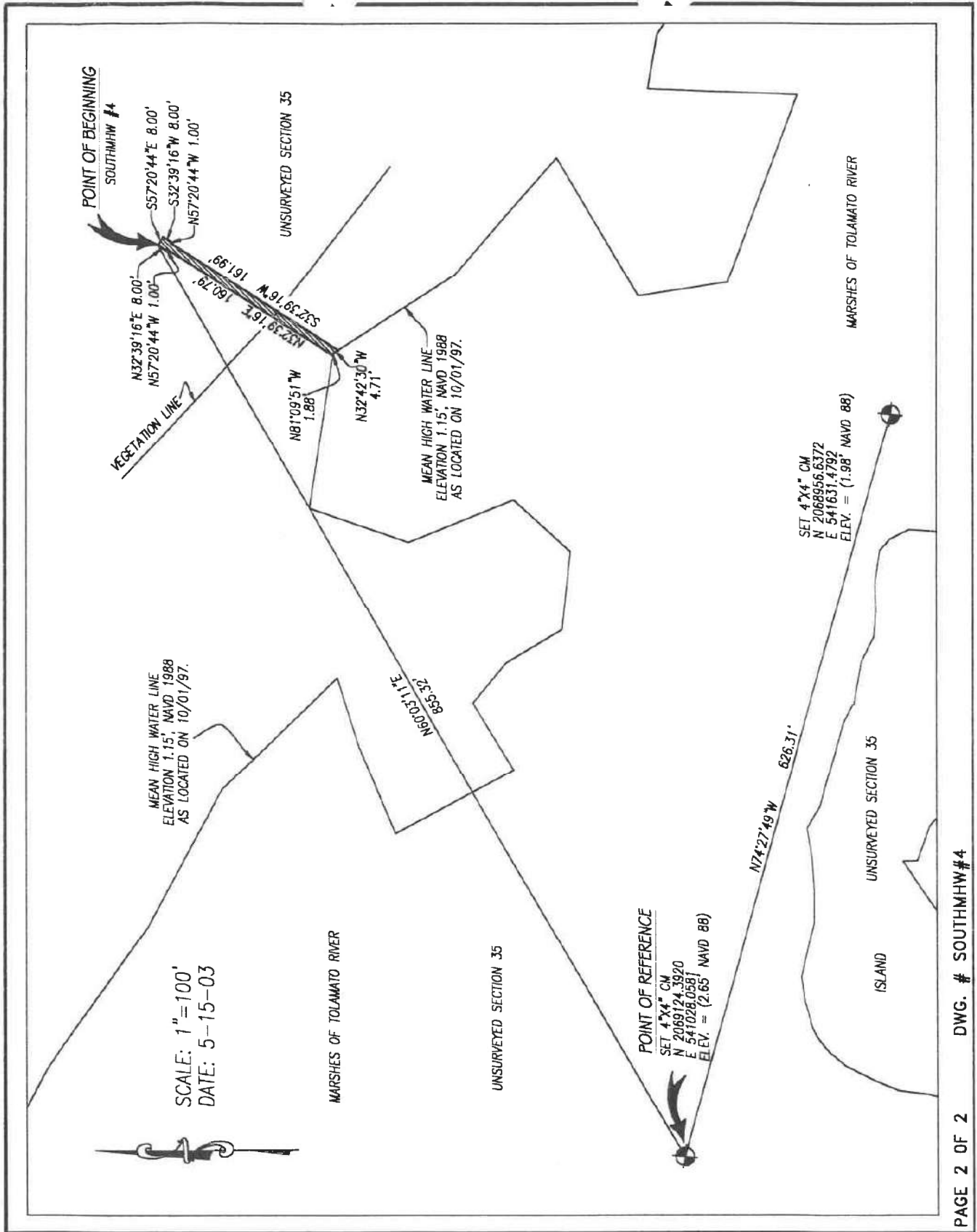
- 1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE.
- 2) THE SPECIFIC PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION OF PROPOSED BOARDWALK EASEMENT OVER LANDS BELOW THE MEAN HIGH WATER LINE OF THE TOLOMATO RIVER.
- 3) ELEVATIONS SHOWN HEREON ARE ON "NAVD 88" DATUM AND ARE BASED ON UNITED STATES GEODETIC SURVEY MARKER STAMPED "N 332 1975" ELEVATION 38.67' (NAVD 88 DATUM).

**NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER**

CERTIFICATE: I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 61G17-3, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHARLES ROBERT LEE  
REGISTERED SURVEYOR & MAPPER NO. 5618 FL.

**PRIVETT & ASSOC. OF FLORIDA, INC.**  
SURVEYORS, MAPPERS AND LAND PLANNERS  
2732 TOWNSEND BOULEVARD  
JACKSONVILLE, FLORIDA, 32211  
(904) 743-7658 LB No.4622



2  
15

PREPARED BY  
AND RETURN TO:

John G. Metcalf, Esq.  
Pappas Metcalf Jenks & Miller, P.A.  
245 Riverside Avenue, Suite 400  
Jacksonville, FL 32202-4907

Public Records of  
St. Johns County, FL  
Clerk# 03-031396  
O.R. 1949 PG 355  
07:04AM 05/08/2003  
REC \$61.00 SUR \$8.00  
Doc Stamps \$0.70

**EASEMENT AGREEMENT**  
**(MARSHALL CREEK)**  
**Boardwalk Easement**

This Easement Agreement is executed and given this 29<sup>th</sup> day of April, 2003 by **GENESIS, LTD.**, with an address of One San Jose Place, Suite 7, Jacksonville, Florida 32257 (the "Grantor"), and **MARSHALL CREEK, LTD.** ("Marshall Creek"), with an address of 5 Ravinia Drive Atlanta, GA 30346 to the **MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, and, having offices at 10300 N.W. 11th Manor, Coral Springs, Florida 33071, including its successors and assigns, hereinafter called "Grantee."

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive perpetual easement (the "Easement") to install, construct, operate, maintain, repair, and replace a boardwalk as described in the St. Johns River Water Management District ERP application number 4-109-56730-19 (the "Permit Application") over and across that portion of the real property located in St. Johns County, Florida and more particularly described on the attached Exhibit A located within unsurveyed Section 35, Township 5 South, Range 29 East and lying above the mean high water line (the "Easement Area") together with all riparian rights and all rights of ingress and egress on and over the Easement Area necessary for the use and enjoyment of the Easement.

The Easement is subject to the Mediation Settlement Agreement by and among Grantor, Marshall Creek and the Board of Trustees of the Internal Improvement Trust Fund (the "Board") under Case No. 99-2235, Division 55, Circuit Court, Seventh Judicial Circuit in and for St. Johns County, Florida dated April 19, 2001 (the "Settlement Agreement") and to covenants, restrictions, easements, liens and encumbrances of record, including, but not limited to, those set forth on the attached Exhibit "B."

2. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

{00085048.DOC.2}  
Boardwalk Easement

- 1 -

OR1949PG0356

3. Grantee is the local unit of special purpose government formed for the purpose of financing, constructing, operating, and maintaining certain infrastructure improvements for the Development of Regional Impact located in St. Johns County, Florida and known as Marshall Creek or Palencia. Grantor has issued Special Assessment Bonds, Series 2002, which, among other things, provide funding for construction of certain recreational improvements including, but not limited to, the boardwalk to be constructed within the Easement Area. Grantee has, with the consent and authorization of Grantor, as the owner of certain real property and with the consent and authorization of Marshall Creek, the developer of the Palencia project, submitted the Permit Application and intends to be the owner and the operator and the entity responsible for maintenance of the improvements described in the Permit Application. Grantee hereby agrees that Grantee shall construct the boardwalk and other improvements as described in the Permit Application and shall operate and maintain such improvements in strict accordance with the terms of the Permit Application, the terms of the DRI Development Order applicable to the Palencia project and in strict accordance with all other applicable laws, ordinances, rules and regulations.

4. Grantor and Marshall Creek entered into the Settlement Agreement with the Board to settle certain litigation as described in the Settlement Agreement concerning title to certain lands lying waterward of the edge of the marsh and adjacent to the Palencia project. Under the terms of the Settlement Agreement Grantor and Marshall Creek shall, upon satisfaction of certain conditions, convey to the Board of Trustees of the Internal Improvement Trust Fund by quit claim deed certain of the Disputed Lands as such term is defined in the Settlement Agreement. Also, under the terms of the Settlement Agreement, the Board is to convey to Grantor and Marshall Creek certain of the Disputed Lands and to grant perpetual easements to Grantor and Marshall Creek within the Disputed Lands for the purpose of conveying an interest in and appurtenant to certain of the Disputed Lands, including riparian rights that is a sufficient interest to qualify for a lease of adjacent sovereign submerged lands for two boardwalks as proposed in the Permit Application. Genesis and Marshall Creek agree to assign to Grantee such easement rights and lease rights as they may acquire from the Board pursuant to the Settlement Agreement for the two boardwalks and Grantee agrees that Grantee shall cooperate with Grantor to comply with all terms of the Settlement Agreement as to any lands or rights held or to be held by Grantee including, but not limited to, the obligation to provide environmental education as is set forth in the DRI Development Order applicable to Palencia.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed by their duly authorized officers as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Mary Louise Dungey  
Print: Mary Louise Dungey  
Donna Passmore  
Print: DONNA PASSMORE

**GENESIS, LTD.**, a Florida limited  
partnership

By: H. Smith, Inc., a Florida corporation,  
its general partner

By: V. Hawley Smith, Jr.  
V. Hawley Smith, Jr., President

{00085048.DOC.2}  
Boardwalk Easement

- 2 -



OR1949P60357

STATE OF Florida }  
COUNTY OF St. Johns }SS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2003, by **V. HAWLEY SMITH**, as President of H. Smith, Inc., a Florida corporation, general partner of **GENESIS, LTD.**, a Florida limited partnership on behalf of the partnership.

Donna Passmore  
(Print Name \_\_\_\_\_)

NOTARY PUBLIC

State of \_\_\_\_\_ at Large

Commission #

My Commission Expires:

Personally Known  
or Produced I.D.

[check one of the above]

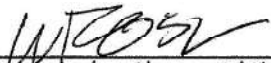
Type of Identification Produced



COPY

OR1949P60358

Signed, sealed and delivered  
in the presence of:

  
Print: Walter O'Shea

  
Print: Carla Lugo


**MARSHALL CREEK, LTD.**, a Florida limited  
partnership

By: HINES/MARSHALL CREEK, LTD., a  
Florida limited partnership, as its sole  
general partner

By: HINES MANAGEMENT, L.L.C., a  
Delaware limited liability company,  
as its sole general partner

By: HINES INTERESTS LIMITED  
PARTNERSHIP, a Delaware limited  
partnership, its sole member

By: HINES HOLDINGS, INC., a  
Texas corporation, as its  
sole general partner

 (WP)

Print: Michael T. Harrison  
Its: Senior Vice President

Address: 5 Ravinia Drive  
Atlanta, GA 30346

COPY

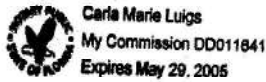
OR1949PG0359

STATE OF Florida }  
COUNTY OF St. Johns }SS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2003, by Michael T. Hamson, as Senior Vice President of HINES HOLDINGS, INC., a Texas corporation, as the sole general partner of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership, the sole member of HINES MANAGEMENT, L.L.C., a Delaware limited liability company, as the sole general partner of HINES/MARSHALL CREEK, LTD., a Florida limited partnership, as the sole general partner of MARSHALL CREEK, LTD., a Florida limited partnership, on behalf of the partnership.

Carla Marie Luigs  
(Print Name Carla Marie Luigs)

NOTARY PUBLIC  
State of Florida at Large  
Commission # DD011641  
My Commission Expires: May 29, 2005



Personally Known  
or Produced I.D.  
[check one of the above]  
Type of Identification Produced

COPY

0R1949PG0360

Signed, sealed and delivered  
in the presence of:

**MARSHALL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

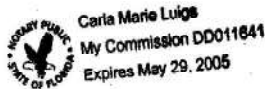
Carla Luigs  
Print: Carla Luigs

Melissa Long  
Print: Melissa Long

By: [Signature]  
Chairman, Board of Supervisors

STATE OF Florida }  
COUNTY OF St. Johns }SS

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2003, by Walter R. O'Shea, as Chairman of MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT, on behalf of the district.



Carla Marie Luigs  
(Print Name Carla Marie Luigs)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # DD011641  
My Commission Expires: May 29, 2005  
 Personally Known  
 or Produced I.D.  
[check one of the above]  
Type of Identification Produced

04/28/2003 14:56

904-791-9356

EXHIBIT "A"

0R1949PG0361

PAGE 02/09

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF  
A PORTION OF UNSURVEYED SECTIONS 34 AND 35,  
TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA**

FOR: HINES

**LEGAL DESCRIPTION SOUTH OVERALL:**

A PORTION OF UNSURVEYED SECTIONS 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 4822" HAVING THE FOLLOWING STATE PLANE COORDINATES FLORIDA EAST ZONE, NORTH 2089124.3920, EAST 541028.0581; THENCE NORTH 59°40'34" EAST, 859.17 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE SOUTH 57°20'44" EAST, 14.00 FEET; THENCE SOUTH 32°39'16" WEST, 14.00 FEET; THENCE NORTH 57°20'44" WEST, 3.75 FEET; THENCE SOUTH 32°39'16" WEST, 162.46 FEET; THENCE SOUTH 57°20'44" EAST, 1.00 FEET; THENCE SOUTH 32°39'16" WEST, 8.89 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 204.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 36°38'33" WEST, 28.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 40°37'50" WEST, 23.67 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 198.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 34°41'51" WEST, 40.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°45'52" WEST, 69.45 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 204.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 51°02'44" WEST, 154.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 73°18'36" WEST, 14.67 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 198.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 46°51'36" WEST, 174.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°23'35" WEST, 170.04 FEET; THENCE SOUTH 19°42'09" WEST, 143.08 FEET; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 9.56 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 08°12'10" EAST, 11.62 FEET; THENCE SOUTH 36°03'39" EAST, 154.36 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 198.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 55°50'03" EAST, 132.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75°36'27" EAST, 74.35 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 29.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 28°25'41" EAST, 42.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°45'05" WEST, 53.26 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 18.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 25°41'31" EAST, 22.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°08'07" EAST, 338.18 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 54.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 58°32'03" EAST, 21.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 48°55'58" EAST, 28.60 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 198.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 53°32'37" EAST, 45.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 60°09'16" EAST, 52.70 FEET TO A POINT OF CURVATURE; THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 46.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 81°58'43" EAST, 34.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 76°11'50" EAST, 40.02 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 46.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 63°33'48" EAST, 20.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°55'45" EAST, 9.82 FEET TO A POINT OF CURVATURE; THENCE IN AN EASTERLY

**NOTES:**

- 1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE
- 2) THE SPECIFIC PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION OF PROPOSED BOARDWALK EASEMENT OVER AND ACROSS THE MARSHES OF THE TOLONATO RIVER.
- 3) ELEVATIONS SHOWN HEREON ARE ON "NAVD 88" DATUM AND ARE BASED ON UNITED STATES GEODETIC SURVEY MARKER STAMPED "N 332 1975" ELEVATION 38.87' (NAVD 88 DATUM).

**NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER**

**CERTIFICATE:** I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Charles Robert Lee*  
 CHARLES ROBERT LEE

REGISTERED SURVEYOR & MAPPER NO. 5618 FL

PAGE 1 OF 8

**PRIVETT & ASSOC. OF FLORIDA, INC.**

SURVEYORS, MAPPERS AND LAND PLANNERS

2732 TOWNSEND BOULEVARD  
 JACKSONVILLE, FLORIDA, 32211  
 (904) 743-7658 LB No.4622

DWG. # SOUTH OVERALL

DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 22.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 83°32'49" EAST, 32.11 FEET; THENCE NORTH 50°55'45" EAST, 42.74 FEET; THENCE SOUTH 39°04'15" EAST, 133.66 FEET; THENCE SOUTH 50°55'45" WEST, 97.84 FEET; THENCE NORTH 39°04'15" WEST, 133.66 FEET; THENCE NORTH 50°55'45" EAST, 47.10 FEET; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 14.50 FEET, A CHORD BEARING AND DISTANCE OF NORTH 83°15'29" WEST, 20.79 FEET; THENCE SOUTH 50°55'45" WEST, 9.82 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 54.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 63°33'49" WEST, 23.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 76°11'50" WEST, 40.02 FEET TO A POINT OF CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 54.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 81°58'45" WEST, 40.15 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 60°09'16" WEST, 52.70 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 204.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 53°32'37" WEST, 46.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 46°55'58" WEST, 28.60 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 46.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 58°32'03" WEST, 18.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°08'07" WEST, 336.19 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 24.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 25°41'31" WEST, 33.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°45'05" EAST, 53.26 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 21.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 28°25'41" WEST, 30.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°36'27" WEST, 74.35 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 204.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 55°50'03" WEST, 138.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 36°03'39" WEST, 154.36 FEET; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 9.56 FEET, A CHORD BEARING AND DISTANCE OF NORTH 69°12'09" WEST, 10.17 FEET; THENCE SOUTH 77°36'13" WEST, 91.19 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 296.32 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 65°45'16" WEST, 121.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 39°59'39" WEST, 13.65 FEET; THENCE SOUTH 50°31'07" WEST, 8.01 FEET; THENCE SOUTH 61°03'22" WEST, 13.63 FEET; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 296.42 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 34°49'53" WEST, 126.65 FEET; THENCE SOUTH 27°27'30" WEST, 38.85 FEET; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 153.90 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 37°00'13" WEST, 77.41 FEET; THENCE SOUTH 45°07'55" WEST, 18.04 FEET; THENCE SOUTH 58°37'07" WEST, 8.01 FEET; THENCE SOUTH 72°53'19" WEST, 22.75 FEET; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 153.90 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 77°38'51" WEST, 44.13 FEET; THENCE SOUTH 85°50'13" WEST, 18.89 FEET TO A POINT OF CURVATURE; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 198.36 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 68°49'48" WEST, 108.29 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 53°49'22" WEST, 73.40 FEET; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 203.82 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 60°31'20" WEST, 47.97 FEET; THENCE SOUTH 59°12'50" WEST, 18.85 FEET; THENCE SOUTH 73°02'09" WEST, 8.01 FEET; THENCE SOUTH 86°07'36" WEST, 18.44 FEET; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 203.82 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 83°05'05" WEST, 27.61 FEET; THENCE SOUTH 86°56'36" WEST, 197.41 FEET; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 296.17 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 84°58'15" WEST, 20.38 FEET; THENCE SOUTH 69°05'59" WEST, 13.59 FEET; THENCE SOUTH 79°37'27" WEST, 8.01 FEET; THENCE NORTH 89°50'18" WEST, 13.62 FEET; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 296.17 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 54°02'53" WEST, 224.04 FEET; THENCE SOUTH 19°11'22" WEST, 15.68 FEET; THENCE SOUTH 29°42'50" WEST, 8.01 FEET; THENCE SOUTH 40°15'05" WEST, 23.35 FEET; THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 303.73 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 51°29'38" WEST, 172.84 FEET; THENCE SOUTH 68°00'20" WEST, 40.21 FEET; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 204.02 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 77°55'24" WEST, 70.29 FEET; THENCE SOUTH 88°12'52" WEST, 3.29 FEET; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 204.02 FEET, A CHORD BEARING AND DISTANCE OF NORTH 87°55'47" WEST, 23.50 FEET; THENCE NORTH 84°36'43" WEST, 32.54 FEET; THENCE SOUTH 84°51'50" WEST, 18.41 FEET; THENCE NORTH 84°36'43" WEST, 8.01 FEET; THENCE NORTH 74°04'27" WEST, 18.39 FEET; THENCE NORTH 84°36'43" WEST, 59.42 FEET; THENCE IN A WESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 196.13 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 83°54'18" WEST, 77.94 FEET; THENCE NORTH 15°04'31" WEST, 8.01 FEET; THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 204.13 FEET, A CHORD BEARING AND DISTANCE OF NORTH 83°57'12" EAST, 80.78 FEET; THENCE SOUTH 84°38'43" EAST, 59.43 FEET; THENCE NORTH 84°51'50" EAST, 18.41 FEET; THENCE SOUTH 84°36'43" EAST, 8.01 FEET; THENCE SOUTH 74°04'27" EAST, 18.39 FEET; THENCE SOUTH 84°36'43" EAST, 32.54 FEET; THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 196.02 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 87°55'28" EAST, 22.53 FEET; THENCE NORTH 88°12'52" EAST, 3.23 FEET; THENCE IN AN EASTERLY

**PRIVETT & ASSOC. OF FLORIDA, INC.**  
 SURVEYORS, MAPPERS AND LAND PLANNERS  
 2732 TOWNSEND BOULEVARD  
 JACKSONVILLE, FLORIDA, 32211  
 (904) 743-7658 LB No.4622

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DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 196.02 FEET, A CHORD BEARING AND DISTANCE OF NORTH 77°55'10" EAST, 67.51 FEET; THENCE NORTH 88°00'20" EAST, 40.22 FEET; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 295.73 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°38'52" EAST, 176.97 FEET; THENCE NORTH 19°11'22" EAST, 13.41 FEET; THENCE NORTH 28°42'50" EAST, 8.01 FEET; THENCE NORTH 40°15'05" EAST, 17.48 FEET; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 304.17 FEET, A CHORD BEARING AND DISTANCE OF NORTH 53°24'21" EAST, 221.01 FEET; THENCE NORTH 69°05'59" EAST, 22.53 FEET; THENCE NORTH 79°37'27" EAST, 8.01 FEET; THENCE SOUTH 89°50'18" EAST, 22.65 FEET; THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 304.17 FEET, A CHORD BEARING AND DISTANCE OF NORTH 85°46'08" EAST, 12.44 FEET; THENCE NORTH 88°56'38" EAST, 197.41 FEET; THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 195.82 FEET, A CHORD BEARING AND DISTANCE OF NORTH 82°23'53" EAST, 31.21 FEET; THENCE NORTH 82°30'42" EAST, 12.68 FEET; THENCE NORTH 73°02'09" EAST, 8.01 FEET; THENCE NORTH 83°34'25" EAST, 12.59 FEET; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 195.82 FEET, A CHORD BEARING AND DISTANCE OF NORTH 60°59'10" EAST, 49.24 FEET; THENCE NORTH 53°49'22" EAST, 73.40 FEET TO A POINT OF CURVATURE; THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 204.36 FEET, A CHORD BEARING AND DISTANCE OF NORTH 69°48'48" EAST, 112.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°50'13" EAST, 18.89 FEET; THENCE IN AN EASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 145.90 FEET, A CHORD BEARING AND DISTANCE OF NORTH 75°48'02" EAST, 50.97 FEET; THENCE NORTH 49°05'40" EAST, 11.89 FEET; THENCE NORTH 59°37'07" EAST, 8.01 FEET; THENCE NORTH 70°09'23" EAST, 11.77 FEET; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 145.90 FEET, A CHORD BEARING AND DISTANCE OF NORTH 37°56'37" EAST, 78.02 FEET; THENCE NORTH 22°27'30" EAST, 38.85 FEET; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 304.42 FEET, A CHORD BEARING AND DISTANCE OF NORTH 34°02'58" EAST, 121.94 FEET; THENCE NORTH 39°59'39" EAST, 22.55 FEET; THENCE NORTH 50°31'07" EAST, 8.01 FEET; THENCE NORTH 61°03'22" EAST, 22.67 FEET; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 304.32 FEET, A CHORD BEARING AND DISTANCE OF NORTH 66°32'20" EAST, 116.81 FEET; THENCE NORTH 77°38'13" EAST, 91.19 FEET; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 9.58 FEET, A CHORD BEARING AND DISTANCE OF NORTH 48°39'20" EAST, 11.32 FEET; THENCE NORTH 19°42'09" EAST, 143.14 FEET; THENCE NORTH 20°23'35" EAST, 170.09 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 204.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 46°51'36" EAST, 181.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 73°19'36" EAST, 14.67 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 196.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 51°02'44" EAST, 148.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28°45'52" EAST, 69.45 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 204.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 34°41'51" EAST, 42.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 40°37'50" EAST, 23.67 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 196.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 38°38'33" EAST, 27.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 32°39'16" EAST, 8.89 FEET; THENCE SOUTH 57°20'44" EAST, 1.00 FEET; THENCE NORTH 32°39'16" EAST, 182.48 FEET; THENCE NORTH 57°20'44" WEST, 4.25 FEET; THENCE NORTH 32°39'16" EAST, 14.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.07 ACRES, MORE OR LESS.

COPY

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 SURVEYORS, MAPPERS AND LAND PLANNERS  
 2732 TOWNSEND BOULEVARD  
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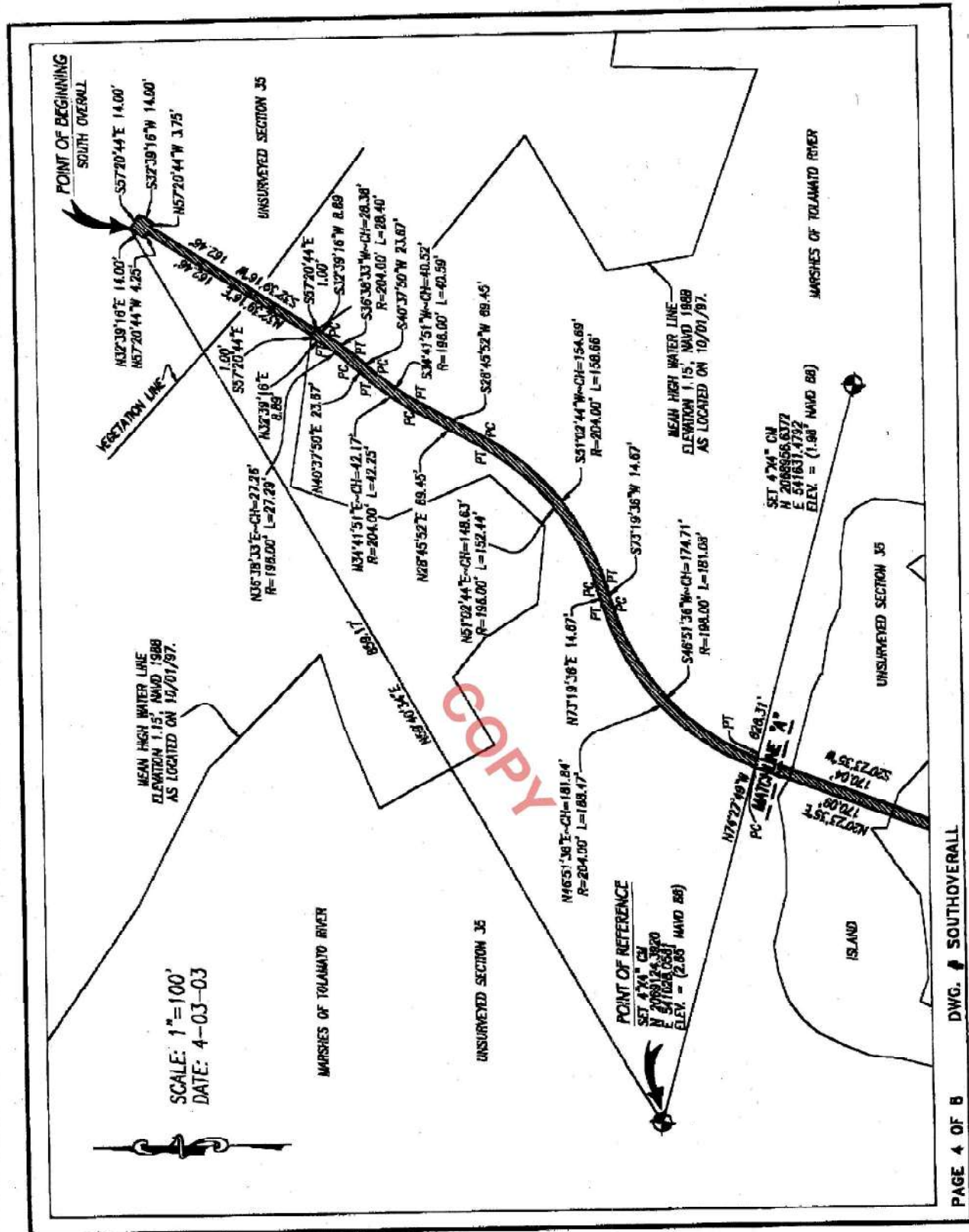
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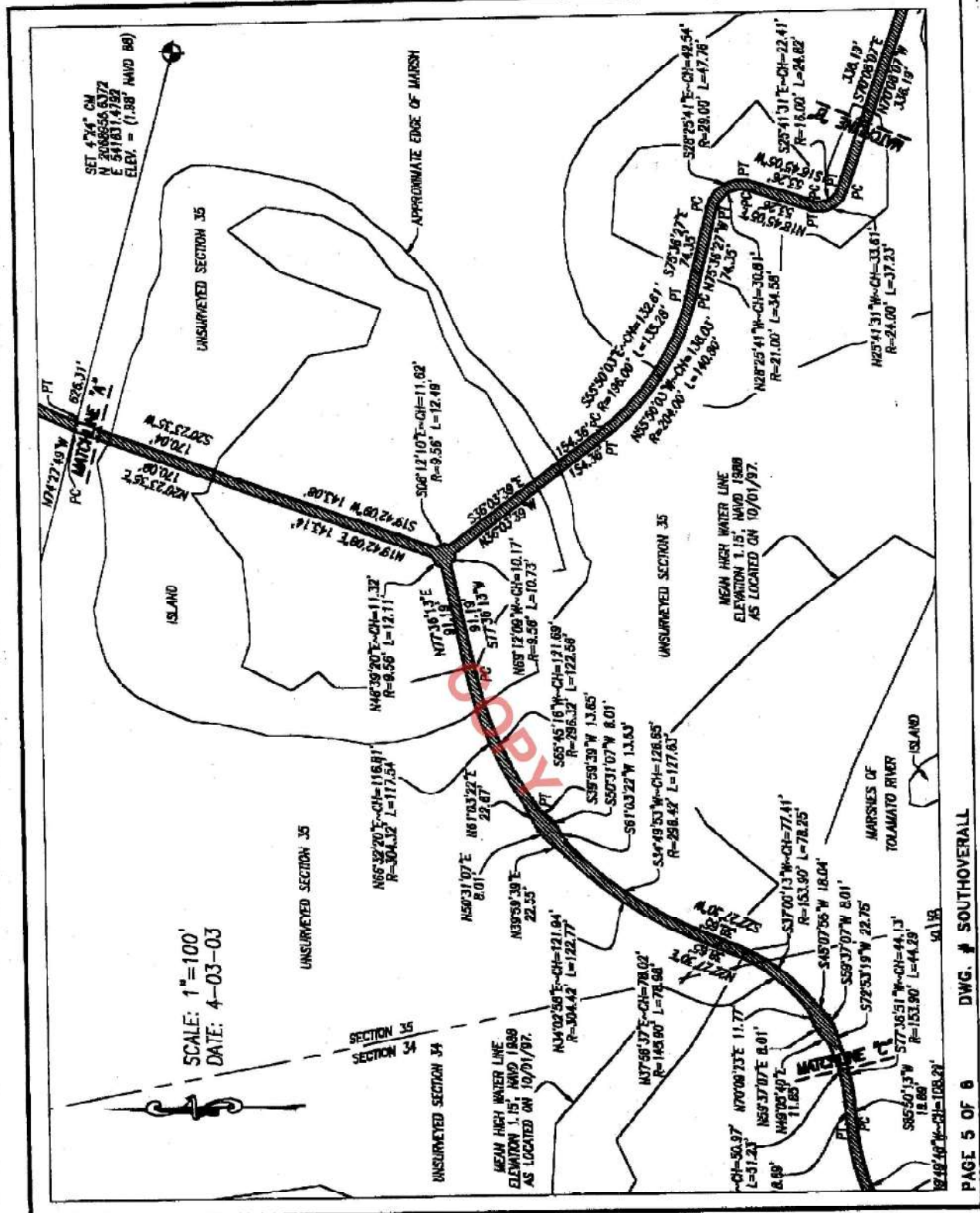
PAGE 4 OF 8 DWG. SOUTHVERALL



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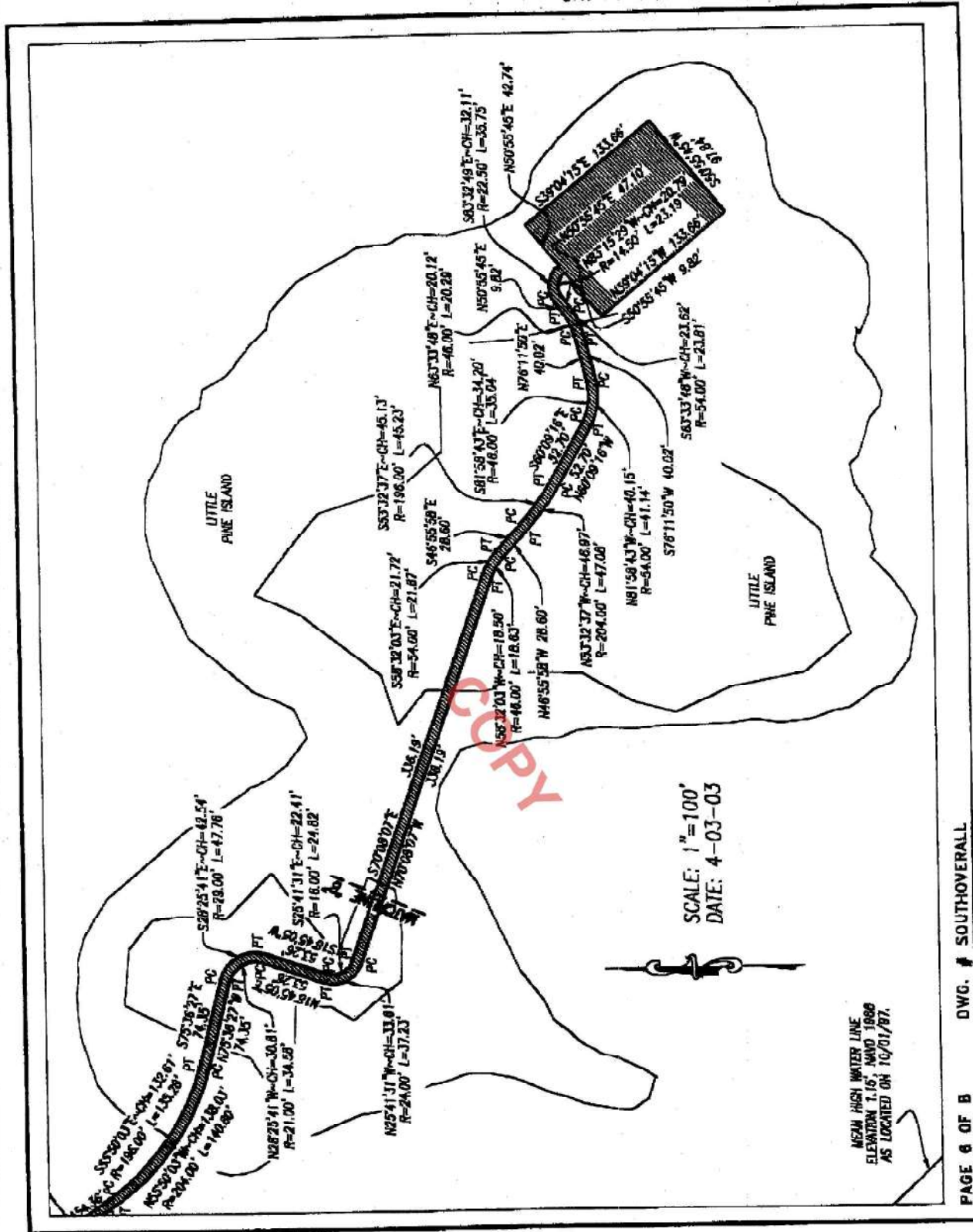
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DATE: 4-03-03

PAGE 5 OF 6 DWG. # SOUTHOVERALL

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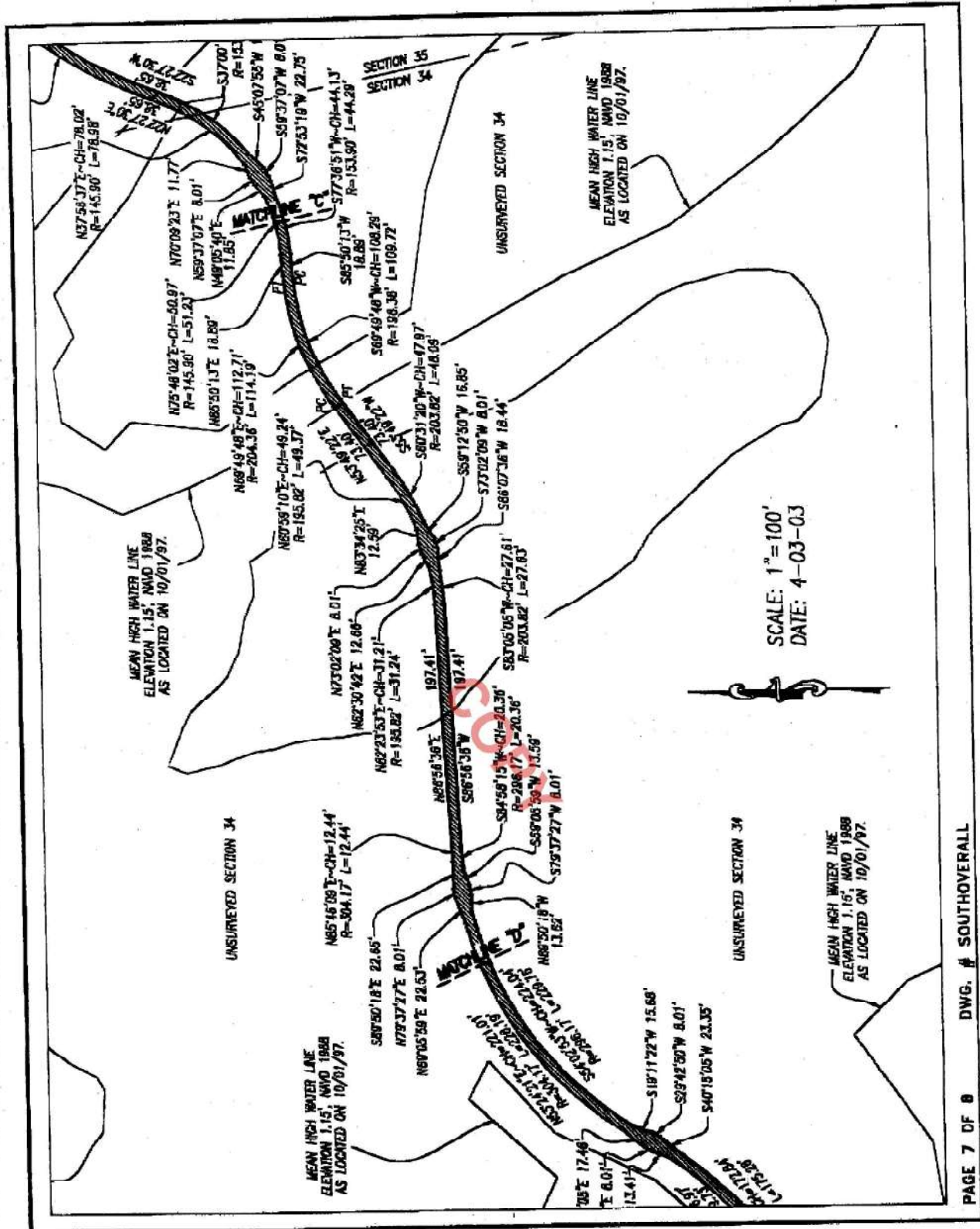
MEAN HIGH WATER LINE  
ELEVATION 1.15', MVD 1988  
AS LOCATED ON 10/01/87.

PAGE 6 OF 8 DWG. # SOUTHOVERALL

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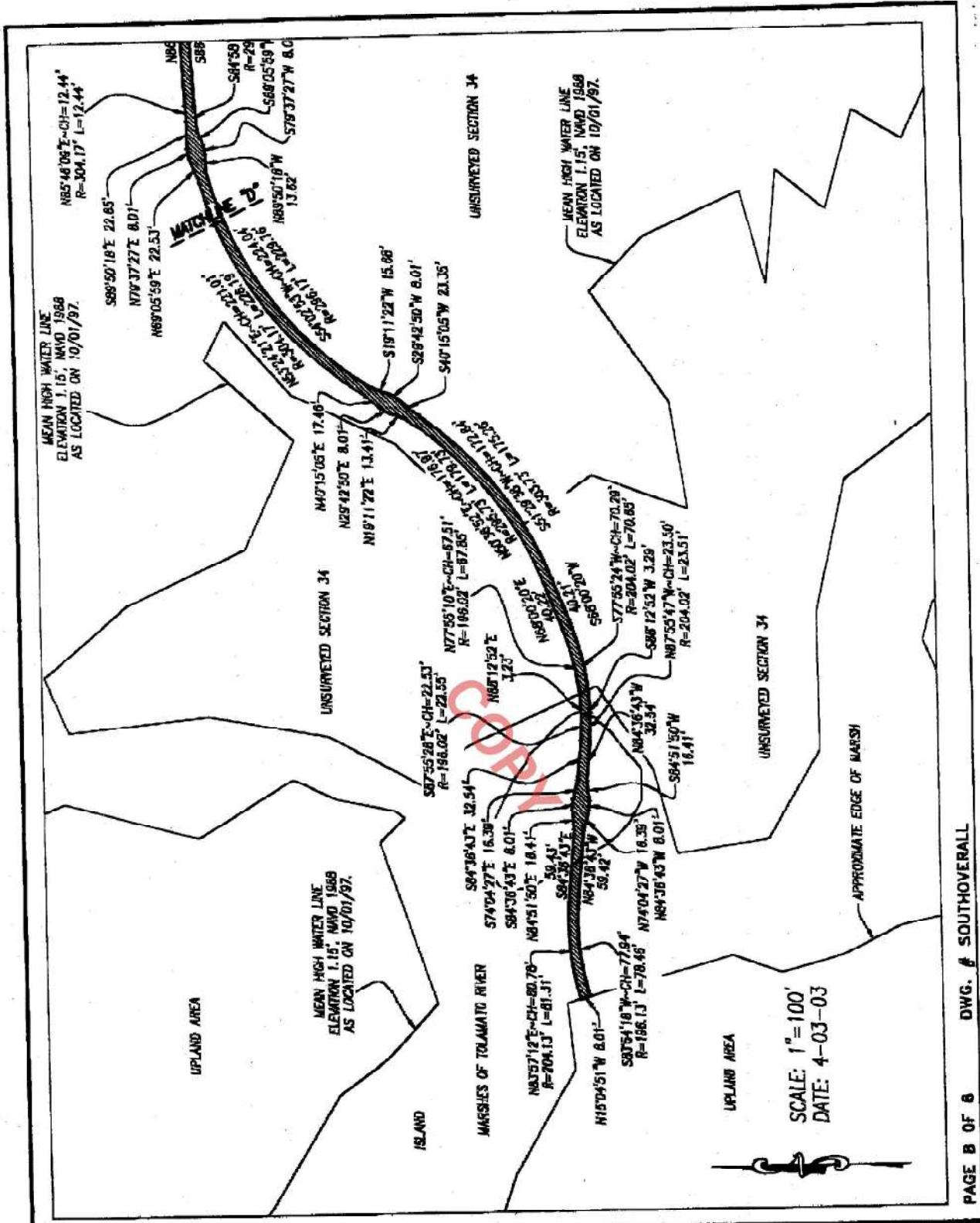
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PAGE 7 OF 8 DWG. # SOUTHOVERALL

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PAGE B OF 6 DWG. # SOUTHOVERALL

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**EXHIBIT B****Permitted Exceptions**

1. Reciprocal Easement Agreement recorded in Official Records Book 1431, Page 517.
2. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Official Records Book 1510, Page 824.
3. Post Closing Development Agreement recorded in Official Records Book 1431, Page 549.
4. Taxes for the year 2003 and prior years.

All of the Public Records of St. Johns County, Florida.

COPY

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Boardwalk Easement

- 8 -

# **Eighth Order of Business**

**8A**

## MEMORANDUM

To: Marshall Creek CDD Board of Supervisors

From: Michael C. Eckert

Date: September [REDACTED], 2020

Re: Street Trees Within the Limited Common Areas owned by the Marshall Creek Community Development District (“District”)

---

### *Introduction*

Various questions have arisen regarding the District’s rights and obligations as they relate to street trees located between residential lot lines and District roads and in the Limited Common Area (“Trees”). Absent an easement or license agreement between the District and a third party, Trees located on District-owned property are owned by the District regardless of whether the District paid for or planted the Trees.

This memorandum only applies to Trees owned by the District and in the general geographic area governed by both the Declaration of Covenants and Restrictions for Palencia, recorded at St. Johns County Official Records Book 1666, Page 803, as amended (“Master Covenants”) and the Declaration of Covenants and Restrictions for Palencia Residential Lots, recorded at St. Johns County Official Record Book 1666, Page 831, as amended (“Residential Covenants”). The Master Covenants and Residential Covenants are enforced by the Palencia Property Owners Association of St. Johns County, Inc. (“Association”). No other areas within the Palencia community are addressed in this memorandum.

The purpose of this memorandum is to 1) identify potential sources of responsibility for maintenance, removal and replacement of the Trees, 2) address the District’s liability for Tree limbs and roots that extend beyond District-owned property, and 3) set forth recommendations for the District to minimize liability and prevent injury to persons and property and as well as improve overall community efficiency.

### *Legal Analysis*

#### **A. What is the general Florida law on liability for injury or damages caused by a Tree?**

A person seeking to recover damages caused by a Tree on District-owned land would most likely do so based on a negligence cause of action, which requires the claimant to prove duty, failure to conform to that duty, causation, and actual harm. *Williams v. Davis*, 974 So. 2d 1052, 1056 (Fla. 2007). The trend in Florida is that “conditions on a landowner’s property resulting in injuries or damages to a plaintiff off the landowner’s premises should be evaluated by the established principles of negligence law.” *Whitt v. Silverman*, 788 So. 2d 210, 222 (Fla. 2001). There is a distinction between the duties imposed by negligence law depending on whether the portion of the Tree causing the injury or damage is located on or off District-owned property.



1. Injury or Damage caused by a Tree located on District-owned land. Under common law, a landowner owes differing duties of care based on the status of the person entering the property. There are three types of entrant to a landowner's property: invitees, licensees, and trespassers. An invitee enters at the invitation of the landowner or remains on land as a member of the public for a purpose for which the land is held open to the public. A licensee enters or remains on land only with the landowner's consent. A trespasser enters the land without permission. Most, if not all, persons travelling on District roads and sidewalks would be considered invitees. The landowner owes a duty of reasonable care to invitees, which requires the landowner to take reasonable steps to protect the invitee from non-obvious dangers. If the District fails to take such reasonable steps and injury or damage is caused by a Tree on District-owned land, the District may be subject to a complaint for negligence.

2. Injury or Damage caused by a portion of a Tree located outside of District-owned land. The traditional common law rule is that a landowner owes no duty to persons who are not on the landowner's property and, therefore, a landowner is not responsible for any harm caused to them by natural conditions on the landowner's land. *Whitt*, 788 So. 2d at 213. *Restatement 2d, Torts* §363(a). As an absolute rule, this has long since been rejected in Florida. *Hardin v. Jacksonville Terminal Co.*, 175 So. 226, 228 (1937) (a landowner may be liable to persons injured outside his lands if he has done something, or permitted something to occur, on his lands which he realizes, or should realize, involves an unreasonable risk of harm to others outside his land).

In *Vann v. Bailey*, the Fifth DCA of Florida held that a landowner in an urban area has a duty to exercise reasonable care to prevent unreasonable risk of damage to adjoining property arising from defective or unsound trees on the premises. Where it can be shown that the property owner has actual or constructive knowledge regarding the condition of the tree, the property owner may be liable for damages. *Vann v. Bailey*, 709 So. 2d. 615 (Fla. 5th DCA 1998). It should be noted that even though a duty may be imposed, individual cases will be subject to a factual determination of whether the landowners actually breached their duty and whether the damages were a proximate result of any breach of that duty.

If the District has knowledge of a defective Tree, fails to take remedial measures to lessen the risk of potential harm, and the defective Tree causes damage outside of District-owned land, it is possible the District could be held liable for the damage caused. If the District had no such knowledge, it is likely the District will not be held liable.

**B. What is the District's ability to remove defective Trees or Trees that are causing a hazardous condition?**

Florida common law imposes a duty on the District to remove or remedy a defective Tree when the District has knowledge and the Tree poses a danger to safety of persons or property. It is axiomatic that the District has the ability to remove a defective Tree. Any removal by the District

of a Tree that is defective or causing a hazardous condition should be done in accordance with state law and St. Johns County ordinance, if applicable.<sup>1, 2</sup>

**C. What is the District’s ability to remove Trees which are not defective and are not causing a hazardous condition?**

There may be times when the District has a need or desire to remove a Tree that is not defective and is not causing a hazard. For example, a tree may be causing damage to District property such as an underground utility line. In removing a Tree, the District must comply with state law and local ordinances. See §190.002(2)(c), §190.002(3) and §190.004(3), Florida Statutes. The District should ensure the removal does not violate the DRI and PUD ordinances adopted by St. Johns County – DRI Resolutions 98-191, 98-220, 2002-103, 2004-24, 2004-154, 2005-232, 2009-370 and amendments, and PUD Ordinances 98-64, 98-220, 2001-08, 2003-33, 2003-45, 2003-47, 2005-29, 2005-105, 2006-25, 2007-07, 2008-11, 2009-66 and amendments, respectively.<sup>3</sup> In addition, the District is also required to comply with any St. Johns County ordinance regarding general tree removal, replacement and mitigation.<sup>4</sup>

**D. What is the District’s Responsibility for Damage or Injury Caused by Tree Roots?**

The District may be responsible for damage or injury, caused by Tree roots, which occurs on District-owned property. The same laws discussed in Section A apply to this issue. To the extent Tree roots are creating a hazardous condition on District-owned property, the District should remedy the situation.

However, the District is generally not responsible for damage or injury caused by Tree roots where the roots have grown outside of District-owned property. The majority rule in Florida is that a landowner is not liable for a nuisance on adjacent land due to trees or natural vegetation extending from his or her property onto a neighbor’s property. *Gallo v. Heller*, 512 So. 2d 215, 216 (Fla. 3d

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<sup>1</sup> Given the recent enactment of section 163.045, Florida Statutes, if the District, the Association or an adjoining property owner obtains the opinion of a certified arborist that the Tree is defective, there may no longer be a requirement to obtain county consent prior to removal. This would appear to hinge on whether the Tree is located on “residential property.” Specifically, this statute provides:

- 163.045 Tree pruning, trimming, or removal on residential property.—
- (1) A local government may not require a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property if the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property.
  - (2) A local government may not require a property owner to replant a tree that was pruned, trimmed, or removed in accordance with this section. . .

<sup>2</sup> St. Johns County Ordinance 1999-51 provides that tree removal generally requires a permit. Under section 4.01.05.C.1.a.(5), “tree removal shall only be allowed when the Enforcing Official” makes a finding for certain criteria, including “that the Tree is located where it creates or will create a safety or health hazard with respect to an existing or proposed Structure or vehicle or pedestrian route.”

<sup>3</sup> HGS has not conducted a thorough review of the DRI and PUD Resolutions in analyzing this issue. That would be the next step should the Board desire for an operations policy or manual to be developed.

<sup>4</sup> See St. Johns County Ordinance 1999-51 sections 4.01.05.C.1.a.(2) and 4.01.05.C.1.a.(5), for some potential justifications for granting a Tree removal permit.

DCA 1987). The neighbor is allowed, however, to trim back, at his or her own expense, any encroaching tree roots or branches and other vegetation which has grown onto his or her property. *Id.* This “self-help” doctrine is based on the idea that the claimed wrong could be eliminated through the neighbor’s own action, rather than holding a landowner responsible for maintaining the neighbor’s property.

In *Sullivan v. Silver Palm Properties, Inc.*, tree roots originating from a landowner’s property extended under a public roadway. *Sullivan v. Silver Palm Properties, Inc.*, 558 So. 2d 409, 410 (Fla. 1990). The root growth caused bumps in the road and led to a motor vehicle accident in which the petitioner was injured. *Id.* The Supreme Court of Florida held that landowners do not have a duty to retard the subterranean root growth of trees located adjacent to a public right of way. *Id.* The Court reasoned that the tree owner did not create or cause the defect in the road which resulted in petitioner’s injury, nor did the landowner even have a right to repair the roadway. *Id.* at 411. Because the County owned and maintained the roadway, it was their responsibility, rather than the landowner’s, to maintain the roadway and correct defects caused by roots. *Id.*

In *Balzer v. Maxwell*, the roots from a tree on the tree owner’s property encroached onto her neighbor’s property, damaging the neighbor’s sewer line. To fix the sewer line, the neighbor had to remove and replace her driveway. *Balzer v. Maxwell*, 263 So. 3d 189, 190 (Fla. 1st DCA 2018). The neighbor cut some of the encroaching tree roots which undermined the tree’s structural integrity and increased the risk of the tree falling on the tree owner’s house, so the tree owner paid to have it removed and sued her neighbor for the removal costs. *Id.* The Court applied the self-help doctrine and found in favor of the neighbor. Just as the tree owner could not be compelled to pay for the damage to the neighbor’s sewer line caused by the roots, the tree owner likewise had no cause of action against the neighbor for exercising the neighbor’s “privilege” to cut roots encroaching on her property.

A duty to maintain subterranean root growth is not established by voluntarily maintaining the above ground portion of a tree. In *Miami-Dade County v. Deerwood Homeowners' Ass'n*, subterranean root growth caused damage to a County sidewalk. *Miami-Dade County v. Deerwood Homeowners' Ass'n*, 979 So. 2d 1103, 1104 (Fla. 3d DCA 2008). A pedestrian then tripped on the damaged portion of the sidewalk and injured herself. *Id.* The County argued that the homeowners’ association and lawn maintenance company were liable because they undertook maintenance of the above ground portion of the tree and the County relied on that maintenance. *Id.* The Court held that the County’s voluntary undertaking argument failed because above ground maintenance does not show that the homeowners association and maintenance company undertook maintenance of the roots or sidewalk. *Id.*

In sum, the District should not be held liable for damage caused to an adjoining lot owner’s property by a Tree’s subterranean roots. *Balzer*, 263 So. 3d at 191. The adjoining lot owner is essentially responsible for using the self-help doctrine to proactively avoid damage to his or her own property.

**E. What are the obligations of the District, the adjoining lot owners, and the Association to maintain the Trees under the Master Covenants, the Palencia Architectural Design Guidelines, and the Residential Covenants?**

1. Master Covenants

The District is likely not obligated by the Master Covenants to maintain the Trees. First, the Trees are not located in a “Common Area,” as defined in section 2.6 of the Master Covenants. Therefore, section 4.4 regarding maintenance of the “Common Areas” is not applicable to the Trees. Second, the District is not an “Owner” as defined in section 2.11 of the Master Covenants. Third, the District did not execute the Master Covenants and Florida law suggests the District is not bound by private covenants and restrictions, based on the fact that the District can at any time remove the covenants and restrictions through eminent domain proceedings. Article VIII of the Master Covenants entitled “Architectural Control” does not apply to the District’s actions in relation to the maintenance, removal or replacement of the Trees. The District does not need to obtain consent from the Association or the Architectural Review Board (“ARB”) to maintain, remove or replace a Tree.<sup>5</sup>

Although interpretation of the Master Covenants is primarily the responsibility of the Association’s legal counsel, it appears the Association has the right to maintain the Trees under the Master Covenants if it chooses to do so. Section 7.9 of the Master Covenants is not limited to “Common Areas” and provides “the Association shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas.” This language also allows the Association to adopt rules requiring the adjoining lot owner to maintain the Trees.

2. Architectural Design Guidelines

Architectural Design Guidelines dated June 2006, Version 2.0 (“Guidelines”) have been adopted and are contemplated in the recorded Master Covenants which govern the Association. Per section 8.2 of the Master Covenants, the ARB shall have the authority to promulgate, amend, eliminate, or replace architectural review criteria.

The District is likely not obligated by the Guidelines to maintain the Trees. Section VII. of the Guidelines defines “Applicant” as a “Property Owner, Builder and/or Agent applying to the Architecture Review Board (“ARB”) for approval on property improvement.” Property Owner is not defined in the Guidelines, but “Owner” is defined in section VII. as “[t]he record owner or owners of any Lot or Building Site.” The Limited Common Area is not a Lot or a Building Site. In addition, because the District is not a Property Owner, Builder or Agent (of either), the District is not an Applicant.

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<sup>5</sup> Sections 7.1 and 7.2 of the Master Covenants requires all “property owners” to comply with the DRI and PUD ordinances adopted by St. Johns County – Resolutions 98-191, 98-220, 2002-103, 2004-24, 2004-154, 2005-232, 2009-370 and amendments, and amendments, and PUD Ordinances 98-64, 98-220, 2001-08, 2003-33, 2003-45, 2003-47, 2005-29, 2005-105, 2006-25, 2007-07, 2008-11, 2009-66 and amendments, respectively. Regardless of whether this section of the Master Covenants is enforceable against the District, the District has a similar obligation under sections 190.002(2)(c), 190.002(3) and 190.004(3), Florida Statutes.

The Association is not expressly tasked with maintenance of the Trees in the Guidelines. However, adjoining lot owners are subject to many provisions of the Guidelines related to the Trees. Although the Association's legal counsel has primary responsibility for interpreting the Guidelines, a few provisions are worthy of note.

Section II.A. provides that ARB approval must be obtained for "major site and/or landscape improvements," "landscaping," and "tree removal or major trimming of hardwoods." However, this section provides an exception to ARB review and approval for "normal property maintenance and replacement of plant material with similar species to previously approved by the ARB."

In relation to Trees, Section III.I. of the Guidelines specifically provides:

The Applicant will install the street trees according to a neighborhood engineering plan approved by St. Johns County, the maintenance will also be the responsibility of the property owner. Once installed and in the event the street tree(s) dies, the property owner will replace and install a similar tree(s) within thirty (30) days or upon notification from the Property Owners Association.

Section V.C.3. of the Guidelines provides each property owner is required to install a street tree within the R.O.W. and per the approved St. Johns County engineering plans. It further provides "[n]o landscape plant materials may obstruct areas of pedestrian or vehicular access."

Section V.C.8. of the Guidelines provides that "[u]pon occupancy of the house or thirty (30) days after the completion of construction (whichever occurs first), trees, lawn and hedges visible to the public must be completely installed and routinely maintained." It further provides that all dead or dying plant material must be replaced immediately.<sup>6</sup>

The Guidelines appear to place many obligations on adjoining lot owners in relation to the Trees.

### 3. Residential Covenants

This scope of this memorandum is limited to Trees that are located between a District road and a residential lot line. This area is commonly called "road verge." However, in section 2.5 of the Residential Covenants, the road verge is referred to as "Limited Common Area." In general, the District owns the Limited Common Area. However, for reasons similar as to why the Master Covenants do not bind the District, the Residential Covenants also likely fail to compel the District to maintain the Trees.

In terms of Association maintenance of the Trees, section 4.1 of the Residential Covenants states:

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<sup>6</sup> The common law rights of a third-party plaintiff in a negligence case against the District likely will not be defeated by the Association's or ARB's delegation of maintenance responsibility for a Tree to an adjoining lot owner.

**Section 4.1 Exterior Maintenance.** The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have five (5) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Although interpretation of the Residential Covenants is primarily the responsibility of the legal counsel for the Association, it is our opinion that section 4.1 of the Residential Covenants allows the Association to perform maintenance of the Trees should it choose to do so. It also allows the Association to compel an adjoining lot owner to maintain the Trees. Section 4.2 of the Residential Covenants allows the Association to assess the cost of Tree maintenance that the Association performs to the Lot which benefits from such maintenance.

A few other provisions of the Residential Covenants are instructive as to the maintenance of Trees by adjoining lot owners. Prior to construction on the Lot, section 5.5.1 of the Residential Covenants requires that a detailed landscaping plan for the Limited Common Area be submitted to the Developer for approval. This is similar to the requirement in the Guidelines. Section 5.5.1 also requires the Limited Common Area to be sodded and irrigated. Section 5.5.3 requires the lot owner to complete the landscaping of the Limited Common Area within 15 days of receipt of a Certificate of Occupancy. Finally, section 5.16 of the Residential Covenants describes maintenance standards for Limited Common Areas, the responsibilities of lot owners, as well as the powers of the Association to perform the maintenance when a lot owner does not.

**Section 5.16 Maintenance of Lots and Limited Common Areas.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article V hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

It should be noted that section 5.18 of the Residential Covenants states “[e]ach Lot Owner shall be responsible for maintenance of the driveway serving his lot.” This provision further supports the position the District is not responsible for root damage to a driveway owned by an adjoining lot owner.<sup>7</sup>

### *Conclusions*

1. The District has identifiable sources of responsibility for pruning and removal of the Trees under Florida common law. The District is likely to be tested as to whether the District has fulfilled that responsibility in negligence lawsuits by persons claiming to have been injured by a defective Tree or a Tree causing a hazardous condition.
2. The Association possesses the ability to maintain the Trees. However, this will not be an effective defense for the District against a person who suffers injury due to a defective Tree or a Tree causing a hazardous condition.
3. The adjoining lot owner likely has the responsibility to maintain the Trees under the Guidelines and Residential Covenants. Even assuming an adjoining lot owner has such a responsibility, this too will be an ineffective defense to the District’s liability for a person who suffers injury due to a defective Tree or a Tree causing a hazardous condition. If the District is named in a lawsuit for a defective Tree or a Tree causing a hazardous condition, the District may have the ability join the adjoining lot owner as an additional defendant to share some or all of the liability. However, the success of such a claim is uncertain.
4. All Trees have the potential to become defective or create a hazardous condition.
5. Trees need to be pruned or removed when appropriate.
6. The best solution for the Palencia community is for the District and the Association to collaboratively address defective Trees and Trees which cause a hazardous condition in a clear, efficient and effective manner.

### *Recommendations*

1. The District and the Association should discuss the issues contained herein with the assistance of their respective management and legal counsel.
2. The District Board of Supervisors (and the Association) should determine whether it desires to provide regular or periodic maintenance services that are purely aesthetic or that would improve the long-term health and structure of the Trees.
3. When the District is conducting its program for sidewalk inspection, maintenance, repair and replacement (“Program”), the District should look for indications that a Tree is defective or causing a hazardous condition.
4. If a Tree or part thereof poses an immediate danger, the District should remove or prune the Tree to mitigate its potential common law liability, all in accordance with applicable St. Johns County ordinances.<sup>8</sup>

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<sup>7</sup> It is an open question whether the District could be held liable for injury or damage to a third party caused by a tree root or limb located under or above the portion of a driveway that is also located in the Limited Common Area. The District and the Association should discuss how to best address this scenario if it is of concern.

<sup>8</sup> See 4.01.05.B.7., St. Johns County Ordinance 1999-51.

5. If the Program indicates a Tree may be defective or causing a hazardous condition that does not pose an immediate danger, the District should send notice of the Tree's condition to the Association.
6. The Association should remove or prune the Tree, or cause the adjoining lot owner to do so under the Guidelines and Residential Covenants, all in accordance with applicable St. Johns County ordinances. The cost should ultimately be borne by the adjoining lot owner as contemplated in the Guidelines and Residential Covenants.
7. The District and the Association should ask residents to notify the District and the Association if the resident believes a Tree needs inspection, remediation or removal.
8. The District and the Association should both solicit bids for a continuing contract for a vendor(s) which will be "on call" for emergency Tree pruning or removal.
9. While this memorandum addresses many legal aspects regarding the Trees, whether to implement the above recommendations is a business decision for the District Board of Supervisors.

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**8C**

**RESOLUTION 2023-12**

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

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

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

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

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

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

**Section 1. Payment of Expenses.**

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

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

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

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

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

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

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

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

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

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

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

Introduced, considered favorably, and adopted this 27<sup>th</sup> day of July, 2023.

**ATTEST:**

**MARSHALL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair

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**RESOLUTION 2023-13**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AN AMENDMENT TO THE SUSPENSION AND TERMINATION OF ACCESS RULE**

**WHEREAS**, the Marshall Creek Community Development District ("**District**") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended; and

**WHEREAS**, the Board of Supervisors of the District ("**Board**") is authorized by Sections 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

**WHEREAS**, to further the purpose and effect of the Suspension and Termination of Access Rule to provide for efficient and effective District operations, the Board finds that it is in the best interests of the District to adopt an amendment to the Suspension and Termination of Access Rule ("**Suspension and Termination Rule**").

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

**SECTION 1.** The Board will hold a public hearing to adopt an amendment to Section 5 of the Suspension and Termination Rule, a proposed copy of which is attached hereto as **Exhibit A**. The Board will hold a public hearing on September 20, 2023, at 4:00 p.m., at 625 Palencia Club Drive, St. Augustine, Florida 32095.

**SECTION 2.** The *Marshall Creek Community Development District and Sweetwater Creek Community Development District Amenity Centers, Tolomato River Boardwalk, Athletic Park, and Community Parks Policies*, Section 5, is proposed to be amended and restated in its entirety to read as stated in **Exhibit A**.

**SECTION 3.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 27TH DAY OF JULY, 2023.**

*[signatures on following page]*

ATTEST:

**MARSHALL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chair, Board of Supervisors

**EXHIBIT A:** Proposed Amendment to Suspension and Termination of Access Rule



**EXHIBIT A**

Proposed Amendment to Suspension and Termination of Access Rule

...

**5. Authority of District Manager, Director of Amenities and Strategic Planning and Operation Manager.** The District Manager, Director of Amenities and Strategic Planning, Operation Manager, or their designee has the independent ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. The District Manager, Director of Amenities and Strategic Planning or Operations Manager may independently at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least twenty-one (21) days after the initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

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**8E.**

**RESOLUTION 2023-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT STATING THE DISTRICT'S INTENT TO PROMOTE THE GENERAL HEALTH, WELFARE, AND SAFETY OF CHILDREN LIVING AND VISITING PROPERTY WITHIN THE DISTRICT; SPECIFYING LOCATIONS WITHIN DISTRICT BOUNDARIES THAT ARE PRIMARILY DESIGNED FOR USE BY CHILDREN, ARE PRIMARILY USED BY CHILDREN, OR ARE CUSTOMARY GATHERING PLACES FOR CHILDREN; REQUESTING THAT ST. JOHNS COUNTY CONSIDER FORMALLY DESIGNATING SAID SPECIFIED LOCATIONS AS SAFETY ZONES UNDER THE ST. JOHNS COUNTY CHILD SAFETY ZONE ACT INCLUDED WITHIN ST. JOHNS COUNTY ORDINANCE NO. 2009-36, AS MAY BE AMENDED FROM TIME TO TIME; 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 located within the boundaries of St. Johns County, established pursuant to Chapter 190, Florida Statutes, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District including park and recreational improvements; and

**WHEREAS**, in response to the threat of harm to children by sexual predators and sexual offenders, the Board of County Commissioners of St. Johns County passed and enacted Ordinance No. 2009-36 effective on September 4, 2009, known as the St. Johns County Child Safety Zone Ordinance, as may be amended and restated from time to time (“**Ordinance**”), in the interest of promoting the general health, welfare, and safety of children by reducing opportunities for sexual offenders and sexual predators to make use of public spaces for criminal intent; and

**WHEREAS**, as stated in that Ordinance, St. Johns County (“**County**”) found that sexual predators and sexual offenders present an extreme threat to the public health, safety, and welfare of its citizens, that sexual offenders and sexual predators are extremely likely to use physical violence and repeat their offenses, and most commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes; and

**WHEREAS**, the County also found that the cost of sexual predator and sexual offender victimization to society at large clearly exorbitant and a drain on the resources of society and the County; and

**WHEREAS**, the sole intent of the Ordinance is to reduce the potential risk of harm to children of the community by limiting the opportunity for sexual offenders and sexual predators

to be in contact with unsuspecting children in locations that are primarily designed for use by children, are primarily used by children, or are customary gathering places for children; and

**WHEREAS**, the District is wholly located within the unincorporated limits of the County and is subject to all rights and responsibilities created upon the enactment of all County ordinances; and

**WHEREAS**, the Ordinance prohibits the presence, loitering or prowling of sex offenders on or within 300 feet of specified locations that are primarily designed for use by children, are primarily used by children, or are customary gathering places for children, and designates that 300-foot prohibition as a “Safety Zone”; and

**WHEREAS**, the Ordinance establishes Safety Zones at specified locations within the County that are primarily designed for use by children, are primarily used by children, or are customary gathering places for children, including but not limited to parks, recreation centers, and public or private playgrounds; and

**WHEREAS**, the Ordinance encourages staff at locations within the County that are primarily used by children to collaborate with and facilitate law enforcement in its efforts of protecting children; and

**WHEREAS**, the District intends to collaborate with and facilitate law enforcement in its efforts of protecting children and adhere to the Ordinance in order to promote the general health, welfare, and safety of children living and visiting property within the District by reducing the risk of such children’s contact with sexual offenders and sexual predators; and

**WHEREAS**, the District owns various recreational amenities that are locations within the District that are primarily designed for use by children, are primarily used by children, or are customary gathering places for children, including but not limited to youth sports facilities, public swimming pools, and recreational facilities; and

**WHEREAS**, the Ordinance defines a “park” as including “*all public and private property specifically designated as being utilized for park and recreational purposes, regardless of ownership that includes but is not limited to, youth sports facilities, skate parks, public zoos, public swimming pools, and other similar places where children regularly congregate;*” and

**WHEREAS**, the District’s youth sports facilities, public swimming pools, and recreational facilities are included in the Ordinance’s definition of a “park;” and

**WHEREAS**, the Ordinance provides that a sex offender may not be on or within a Safety Zone of a park within the County; and

**WHEREAS**, the Ordinance has no requirement that the designation of Safety Zones be limited to areas owned by the County; and

**WHEREAS**, in fact, the Ordinance provides that locations within the County designed for use by children, are primarily used by children, or are customary gathering places for children, including parks, shall be designated as a Safety Zone, *regardless of ownership*; and

**WHEREAS**, the County’s designation of locations within the District that are primarily designed for use by children, are primarily used by children, or are customary gathering places for children as Safety Zones would be proper and lawful under the Ordinance, would reduce the potential risk of harm to children of the community by limiting the opportunity for sexual offenders and sexual predators to be in contact with unsuspecting children, and thus would:

- i) promote the general health, welfare, and safety of children living and visiting youth sports facilities, public swimming pools, and recreational facilities within the District by reducing children’s risk of contact with sexual offenders and sexual predators; and
- ii) further the sole intent of the Ordinance; and

**WHEREAS**, the Board of Supervisors of the District respectfully requests that the County consider formally designating the specified locations described in this resolution as Safety Zones under the Ordinance.

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

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

**SECTION 2.** The Board of Supervisors of the District hereby states its intent to promote the general health, welfare, and safety of children living and visiting property within the District by reducing the risk of such children’s contact with sexual offenders and sexual predators.

**SECTION 3.** The Board of Supervisors of the District hereby finds and determines that in order to reduce the risk of contact with sexual offenders and sexual predators by children who live and visit youth sports facilities, public swimming pools, and recreational facilities within the District, the District must clearly identify locations that are primarily designed for use by children, primarily used by children, or are customary gathering places for children, and requests that the County consider formally designating such locations as “Safety Zones” under the Ordinance.

**SECTION 4.** The Board of Supervisors of the District hereby presents the following District property, identified by parcel number, street information, and a brief description of the characteristics of the property in **Exhibit A** attached hereto, to the County for consideration of designation as individual “Safety Zones” under the Ordinance. The Board of Supervisors of the District finds that the properties identified in **Exhibit A** are designed for use by children, are primarily used by children, or are customary gathering places for children.

**SECTION 5.** The Board of Supervisors of the District hereby respectfully requests that the properties identified in **Exhibit A** be considered for formal designation by the County as individual “Safety Zones” under the Ordinance, including any future amendments thereto or restatements thereof.

**SECTION 6.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 7.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 27th day of July, 2023.

ATTEST:

**MARSHALL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair/Vice Chair

**Exhibit A:** Description of District Property

**Exhibit A**  
**Description of District Property**

<b>Parcel ID Number</b>	<b>Street Information</b>	<b>Description of Property</b>
0720782002	625 Palencia Club Dr.	Swimming Pools & Tennis Courts
0720910002	715 Kendall Brook Ln. (intersection of Kendall Brook Ln. & Sebastian Sq., and intersection of Sebastian Sq. & McKenzie Oak Lane)	Playground & Basketball Court
0720840001	604 Treehouse Cir. (intersection of Treehouse Cir. & Sophia Ter.)	Playground & Park
0720700013	(intersection of N. Loop Pkwy. & Vale Dr., and intersection of Vale Dr. & Senora Ct.)	Playground & Park
0720720002	(intersection of Hannah Park Ln. & Oak Common Ave., and intersection of Oak Common Ave. & Stokes Creek Dr.)	Basketball Court & Playing Field
0720790002	174 N. River Dr. (intersection of Monarch Ct. & N. River Dr.)	Playground & Park
0719900481	Costa Blanca Rd.	Boardwalk

## **Eleventh Order of Business**



**MARSHALL CREEK**  
**Community Development District**

**Financial Report**

**June 30, 2023**

**Prepared by**



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**MARSHALL CREEK**  
**Community Development District**

**Financial Statements**

**(Unaudited)**

**June 30, 2023**

**Balance Sheet**  
June 30, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL 004 - 2002 AREA CAPITAL RESERVES FUND	SERIES 2002 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2016 DEBT SERVICE FUND	TOTAL
<b>ASSETS</b>						
Cash - Checking Account	\$ 465,476	\$ -	\$ -	\$ -	\$ -	\$ 465,476
Cash with Fiscal Agent	30,500	-	-	-	-	30,500
Assessments Receivable	118,172	7,085	200,541	24,703	2,313	352,814
Allow-Doubtful Collections	(118,172)	(7,085)	(200,541)	(24,703)	(2,313)	(352,814)
Due From Other Districts	27,936	-	-	-	-	27,936
Due From Other Funds	-	243,019	-	-	-	243,019
Investments:						
Money Market Account	401,475	-	-	-	-	401,475
Money Mutual Fund	1,364,969	-	-	-	-	1,364,969
Interest Account	-	-	-	-	9	9
Interest Account A	-	-	-	8,073	-	8,073
Prepayment Account	-	-	2,713	-	21	2,734
Prepayment Account A	-	-	-	4,194	-	4,194
Reserve Fund	-	-	50,000	-	31,330	81,330
Reserve Fund A	-	-	-	479,252	-	479,252
Revenue Fund	-	-	482,152	-	46,844	528,996
Revenue Fund A	-	-	-	285,598	-	285,598
Sinking fund	-	-	-	-	6	6
Sinking Fund A	-	-	-	229	-	229
Treasury Bills (3 months)	504,830	-	-	-	-	504,830
Treasury Bills (6 months)	1,499,039	-	-	-	-	1,499,039
Prepaid Items	18,220	-	-	-	-	18,220
<b>TOTAL ASSETS</b>	<b>\$ 4,312,445</b>	<b>\$ 243,019</b>	<b>\$ 534,865</b>	<b>\$ 777,346</b>	<b>\$ 78,210</b>	<b>\$ 5,945,885</b>
<b>LIABILITIES</b>						
Accounts Payable	\$ 53,046	\$ -	\$ -	\$ -	\$ -	\$ 53,046
Accrued Expenses	22,471	-	-	-	-	22,471
Sales Tax Payable	514	-	-	-	-	514
Due To Other Funds	243,019	-	-	-	-	243,019
<b>TOTAL LIABILITIES</b>	<b>319,050</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>319,050</b>
<b>FUND BALANCES</b>						
<b>Nonspendable:</b>						
Prepaid Items	18,220	-	-	-	-	18,220
<b>Restricted for:</b>						
Debt Service	-	-	534,865	777,346	78,210	1,390,421
<b>Assigned to:</b>						
Operating Reserves	1,098,025	-	-	-	-	1,098,025
Reserves - Field	662,092	-	-	-	-	662,092
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
<b>Unassigned:</b>	<b>1,958,288</b>	<b>243,019</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,201,307</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 3,993,395</b>	<b>\$ 243,019</b>	<b>\$ 534,865</b>	<b>\$ 777,346</b>	<b>\$ 78,210</b>	<b>\$ 5,626,835</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 4,312,445</b>	<b>\$ 243,019</b>	<b>\$ 534,865</b>	<b>\$ 777,346</b>	<b>\$ 78,210</b>	<b>\$ 5,945,885</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2023

<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>JUN-23 ACTUAL</u>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 12,000	\$ 59,833	498.61%	\$ 21,509
Shared Rev - Other Local Units	499,311	499,312	100.00%	-
Interlocal Agreement - Other	335,227	251,420	75.00%	27,936
Other Physical Environment Rev	24,000	16,000	66.67%	-
S/F Swimming Program Fees	3,000	-	0.00%	-
S/F Activity Fees	-	3,570	0.00%	-
S/F Rental Fees	4,000	1,000	25.00%	-
S/F Snack Bar Revenue	3,000	-	0.00%	-
Tennis Merchandise Sales	19,000	17,759	93.47%	935
Tennis Special Events&Socials	1,000	340	34.00%	-
Tennis Lessons & Clinics	290,000	241,836	83.39%	19,161
Tennis Ball Machine Rental Fee	6,000	6,807	113.45%	116
Tennis Membership	46,000	83,322	181.13%	1,520
Interest - Tax Collector	-	11,386	0.00%	-
Special Assmnts- Tax Collector	3,438,203	3,372,345	98.08%	46,505
Special Assmnts- Discounts	(137,528)	(120,150)	87.36%	1,395
Other Miscellaneous Revenues	8,500	38,045	447.59%	747
Gate Bar Code/Remotes	4,000	2,318	57.95%	282
Impact Fee	10,000	7,872	78.72%	-
<b>TOTAL REVENUES</b>	<b>4,565,714</b>	<b>4,493,015</b>	<b>98.41%</b>	<b>120,106</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	14,285	11,037	77.26%	2,222
ProfServ-Arbitrage Rebate	1,200	600	50.00%	-
ProfServ-Dissemination Agent	3,000	-	0.00%	-
ProfServ-Engineering	25,000	13,347	53.39%	5,904
ProfServ-Legal Services	75,000	102,983	137.31%	36,026
ProfServ-Mgmt Consulting	67,156	45,367	67.55%	596
ProfServ-Special Assessment	16,223	16,223	100.00%	-
ProfServ-Trustee Fees	11,400	9,248	81.12%	-
Auditing Services	4,675	-	0.00%	-
Postage and Freight	5,600	2,756	49.21%	83
Insurance - General Liability	36,704	31,970	87.10%	-
Printing and Binding	3,500	1,039	29.69%	121
Legal Advertising	3,000	970	32.33%	390
Miscellaneous Services	9,500	10,126	106.59%	1,032
Misc-Assessment Collection Cost	68,764	65,044	94.59%	958
Shared Exp - Other Local Units	545,762	545,762	100.00%	-
Office Supplies	1,474	797	54.07%	106
Annual District Filing Fee	175	175	100.00%	-
<b>Total Administration</b>	<b>892,418</b>	<b>857,444</b>	<b>96.08%</b>	<b>47,438</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2023

<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>JUN-23 ACTUAL</u>
<b><u>Other Public Safety</u></b>				
Payroll-Benefits	11,259	4,490	39.88%	340
Payroll-Engineering	85,069	38,699	45.49%	5,457
Payroll-Janitor	2,000	1,905	95.25%	308
Contracts-Security Services	126,000	94,297	74.84%	10,477
Contracts-Roving Patrol	50,000	39,487	78.97%	6,435
R&M-Gate	15,000	23,318	155.45%	921
Misc-Bar Codes	5,178	3,797	73.33%	-
<b>Total Other Public Safety</b>	<b>294,506</b>	<b>205,993</b>	<b>69.95%</b>	<b>23,938</b>
<b><u>Field</u></b>				
Payroll-Benefits	8,662	3,609	41.66%	272
Payroll-Engineering	68,056	30,959	45.49%	4,365
Lease - Land	2,094	2,194	104.78%	-
R&M-Bike Paths & Asphalt	5,000	4,930	98.60%	-
R&M-Boardwalks	25,000	6,513	26.05%	436
R&M-Buildings	20,000	6,730	33.65%	-
R&M-Electrical	6,000	5,629	93.82%	385
R&M-Fountain	5,000	2,503	50.06%	302
R&M-Mulch	7,000	-	0.00%	-
R&M-Roads & Alleyways	30,000	58,269	194.23%	6,205
R&M-Sidewalks	35,000	27,441	78.40%	643
R&M-Signage	5,000	5,660	113.20%	-
<b>Total Field</b>	<b>216,812</b>	<b>154,437</b>	<b>71.23%</b>	<b>12,608</b>
<b><u>Landscape Services</u></b>				
Payroll-Salaries	78,736	53,971	68.55%	8,431
Payroll-Administrative	6,032	4,034	66.88%	694
Payroll-Benefits	75,760	47,752	63.03%	6,830
Payroll-General Staff	256,557	169,408	66.03%	33,064
Payroll-Irrigation Staff	82,483	60,279	73.08%	9,874
Payroll-IPM Staff	102,835	31,292	30.43%	1,331
Payroll-Equipment Mechanic	36,421	30,433	83.56%	5,760
Payroll Taxes	43,072	26,196	60.82%	4,412
ProfServ-Info Technology	1,000	34	3.40%	-
Contracts-Misc Labor	39,900	30,200	75.69%	3,300
Communication - Telephone	3,720	2,789	74.97%	314
Utility - Cable TV Billing	2,280	1,753	76.89%	196
Electricity - General	3,200	2,413	75.41%	-
Utility - Refuse Removal	13,000	8,426	64.82%	1,200
Utility - Water & Sewer	2,000	1,747	87.35%	319
Rentals - General	1,000	-	0.00%	-
R&M-Buildings	6,000	3,590	59.83%	2,279
R&M-Equipment	30,000	6,588	21.96%	1,180
R&M-Grounds	22,000	23,673	107.60%	9,747

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2023

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>	<b>JUN-23 ACTUAL</b>
R&M-Irrigation	23,000	14,669	63.78%	931
R&M-Mulch	90,000	110,942	123.27%	30,980
R&M-Pump Station	20,000	835	4.18%	-
R&M-Trees and Trimming	15,000	32,850	219.00%	400
Misc-Employee Meals	6,130	4,032	65.77%	30
Office Equipment	500	552	110.40%	-
Op Supplies - General	21,000	10,153	48.35%	2,166
Op Supplies - Uniforms	5,000	-	0.00%	-
Op Supplies - Fuel, Oil	15,000	15,102	100.68%	1,377
Impr - Landscape	35,000	36,966	105.62%	5,869
Cap Outlay-Machinery and Equip	8,000	14,392	179.90%	5,875
<b>Total Landscape Services</b>	<b>1,044,626</b>	<b>745,071</b>	<b>71.32%</b>	<b>136,559</b>
<b><u>Utilities</u></b>				
Electricity - Streetlights	81,500	73,153	89.76%	8,606
Utility - Water & Sewer	4,400	8,025	182.39%	724
R&M-Lake	48,000	36,000	75.00%	4,000
<b>Total Utilities</b>	<b>133,900</b>	<b>117,178</b>	<b>87.51%</b>	<b>13,330</b>
<b><u>Operation &amp; Maintenance</u></b>				
Payroll-Shared Personnel	335,227	185,723	55.40%	26,501
ProfServ-Field Management	268,000	227,196	84.77%	28,734
Communication - Telephone	1,700	696	40.94%	-
Postage and Freight	438	240	54.79%	10
Rentals - General	2,375	1,377	57.98%	-
Printing and Binding	4,877	3,408	69.88%	567
Misc-Connection Computer	2,000	1,397	69.85%	59
Billback Expenses Developer	-	(7,122)	0.00%	237
Office Supplies	1,900	1,877	98.79%	284
Op Supplies - General	8,000	4,730	59.13%	459
<b>Total Operation &amp; Maintenance</b>	<b>624,517</b>	<b>419,522</b>	<b>67.18%</b>	<b>56,851</b>
<b><u>Parks and Recreation</u></b>				
ProfServ-Mgmt Consulting	25,956	19,467	75.00%	2,163
Insurance -Property & Casualty	64,337	52,473	81.56%	-
<b>Total Parks and Recreation</b>	<b>90,293</b>	<b>71,940</b>	<b>79.67%</b>	<b>2,163</b>
<b><u>Clubhouse</u></b>				
Contracts-Misc Labor	3,000	1,697	56.57%	117
Contracts-Outside Fitness	16,000	8,697	54.36%	2,409
R&M-Air Conditioning	10,000	319	3.19%	-
R&M-Equipment	3,000	-	0.00%	-
Special Events	30,000	37,853	126.18%	2,120
Cap Outlay-Machinery and Equip	1,500	-	0.00%	-
Cap Outlay-Clubhouse	10,000	5,999	59.99%	899
<b>Total Clubhouse</b>	<b>73,500</b>	<b>54,565</b>	<b>74.24%</b>	<b>5,545</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2023

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>	<b>JUN-23 ACTUAL</b>
<b><u>Swimming Pool</u></b>				
Payroll-Salaries	98,639	70,137	71.10%	11,203
Payroll-Hourly	47,712	33,493	70.20%	4,345
Payroll-Lifeguards	40,000	16,594	41.49%	12,682
Payroll-Benefits	27,075	37,339	137.91%	4,825
Payroll-Engineering	68,056	30,777	45.22%	4,329
Payroll-Janitor	13,312	8,572	64.39%	1,387
Payroll-Landscape	14,688	10,733	73.07%	1,695
Payroll Taxes	15,275	8,725	57.12%	2,111
ProfServ-Info Technology	1,500	254	16.93%	-
Contracts-Landscape	5,000	805	16.10%	-
Travel and Per Diem	200	27	13.50%	-
Communication - Telephone	6,550	4,941	75.44%	586
Utility - General	53,255	43,241	81.20%	5,082
Utility - Cable TV Billing	4,200	3,713	88.40%	384
Utility - Refuse Removal	2,905	2,388	82.20%	273
R&M-Buildings	10,000	11,900	119.00%	1,950
R&M-Pools	28,000	21,668	77.39%	2,368
R&M-Vehicles	500	-	0.00%	-
Advertising	2,000	1,095	54.75%	125
Miscellaneous Services	500	-	0.00%	-
Misc-Employee Meals	4,470	3,151	70.49%	45
Misc-Training	1,500	80	5.33%	-
Misc-Licenses & Permits	1,100	980	89.09%	950
Office Supplies	3,500	1,619	46.26%	205
Cleaning Supplies	1,500	726	48.40%	139
Office Equipment	3,000	648	21.60%	272
Snack-Bar Expenses	1,000	650	65.00%	650
Op Supplies - Spa & Paper	1,500	1,459	97.27%	35
Op Supplies - Uniforms	1,500	765	51.00%	116
Subscriptions and Memberships	6,500	8,414	129.45%	597
Cap Outlay - Pool Furniture	-	1,140	0.00%	-
Capital Outlay - Pool	10,000	5,510	55.10%	-
<b>Total Swimming Pool</b>	<b>474,937</b>	<b>331,544</b>	<b>69.81%</b>	<b>56,354</b>
<b><u>Tennis Court</u></b>				
Payroll-Salaries	130,000	86,336	66.41%	13,936
Payroll-Hourly	43,186	36,797	85.21%	6,206
Payroll-Benefits	35,170	27,169	77.25%	4,374
Payroll-Engineering	51,042	23,083	45.22%	3,247
Payroll-Commission	261,000	212,904	81.57%	19,709
Payroll-Janitor	5,824	3,273	56.20%	517
Payroll-Landscape	4,900	3,645	74.39%	576
Payroll Taxes	33,670	19,432	57.71%	2,635



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2023

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>	<b>JUN-23 ACTUAL</b>
ProfServ-Info Technology	8,302	3,237	38.99%	-
Contracts-Landscape	1,300	405	31.15%	-
Communication - Telephone	2,750	2,069	75.24%	259
Utility - Cable TV Billing	2,460	2,286	92.93%	277
Electricity - General	12,500	10,237	81.90%	1,474
Utility - Refuse Removal	2,460	2,388	97.07%	273
Utility - Water & Sewer	1,500	1,311	87.40%	157
Rental/Lease - Vehicle/Equip	1,700	1,243	73.12%	132
R&M-General	7,000	5,523	78.90%	111
R&M-Court Maintenance	15,000	17,455	116.37%	669
R&M-Vandalism	500	-	0.00%	-
Printing and Binding	500	-	0.00%	-
Advertising	1,520	1,080	71.05%	125
Misc-Employee Meals	2,245	2,056	91.58%	45
Special Events	1,000	1,213	121.30%	741
Office Supplies	2,500	3,664	146.56%	267
Office Equipment	1,500	-	0.00%	-
Teaching Supplies	4,000	3,524	88.10%	-
Op Supplies - Uniforms	500	214	42.80%	214
COS - Start Up Inventory	13,000	16,518	127.06%	1,841
Subscriptions and Memberships	1,776	690	38.85%	-
Cap Outlay-Machinery and Equip	10,000	26,299	262.99%	11,900
<b>Total Tennis Court</b>	<b>658,805</b>	<b>514,051</b>	<b>78.03%</b>	<b>69,685</b>
<b>Reserves</b>				
Reserve - Field	61,400	-	0.00%	-
<b>Total Reserves</b>	<b>61,400</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>4,565,714</b>	<b>3,471,745</b>	<b>76.04%</b>	<b>424,471</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	1,021,270	0.00%	(304,365)
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	-	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ -	\$ 1,021,270	0.00%	\$ (304,365)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>2,972,125</b>	<b>2,972,125</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 2,972,125</b>	<b>\$ 3,993,395</b>		

**Assets**

- ▶ Cash - This includes Bank United Regular Operating Checking and Truist (BB&T) Checking. The Truist account will remain open for on-site staff to make deposits.
- ▶ Cash with Fiscal Agent - Transfer from Truist Deposit Account into Bank United Money Market.
- ▶ Assessments Receivable - Delinquent assessments for FY2017-FY2021.
- ▶ Allow-Doubtful Collections - Delinquent assessments for FY2017-FY2021.
- ▶ Due From Other Gov'tl Units represents excess fees to be received for FY 2021 in October 2021.
- ▶ Due From Other Districts represents amount due from Sweetwater Creek CDD for March & April shared personel invoices.
- ▶ Due From Other Funds - Assessment funds received by the General Fund for the Capital Reserve Fund.
- ▶ District has one General fund MMA with Bank United. (See Cash & Investments Report for details.)
- ▶ Treasury Bills - new investment for 3 months and 6 months at Valley Bank.
- ▶ Prepaid Items - Prepaid expenses for July & FY 2024.

**Liabilities**

- ▶ Accounts Payable - Invoices received that will be paid in following month.
- ▶ Accrued Expenses - Utilities and contracted expenses that will be paid in following month.
- ▶ Due To Other Districts - FY 2023 amount due to Sweetwater Creek for net shared expenses, based on the budgets of each District.
- ▶ Sales Tax Payable - Taxes due to the State of Florida for revenue collected at the District.
- ▶ Due To Other Funds - Assessments received for the Capital Reserve fund.
- ▶ Deferred Revenue - Assessments for FY2021 not yet received for Parcel 072420-0493 and unidentified parcel(s).

**Fund Balance**

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

<b>Budget Analysis - Significant Variances</b>
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<u>Account Name</u>	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>	<u>Explanation</u>
<b><u>Revenues</u></b>				
Interest-Investment	\$ 12,000	\$ 59,833	499%	Interest earned on investment.
Tennis Merchandise Sales	\$ 19,000	\$ 17,759	93%	Tennis merchandise sales revenue through June.
Tennis Lessons & Clinics	\$ 290,000	\$ 241,836	83%	Tennis lessons revenue through June.
Tennis Ball Machine Rental Fee	\$ 6,000	\$ 6,807	113%	Tennis ball machine rental revenue through June.
Tennis Membership	\$ 46,000	\$ 83,322	181%	Tennis membership revenue.
Shared Rev - Other Local Units	\$ 517,379	\$ 502,689	97%	Amount calculated in the true-up reconciliation.
Interlocal Agreement - Other	\$ 335,227	\$ 251,420	75%	Interlocal agreement with Sweetwater Creek CDD for staffing & operations management of its amenities.
Special Assmnts - Tax Collector	\$ 3,438,203	\$ 3,372,345	98%	Assessments collections through June.
Other Miscellaneous Revenue	\$ 8,500	\$ 38,045	448%	Includes: Pinestraw sale, replacement IDs cards, and other miscellaneous revenues.
<b><u>Expenditures</u></b>				
<b><u>Administrative</u></b>				
ProfServ-Legal Services	\$ 75,000	\$ 102,983	137%	Legal counsel through June; includes FEMA appeal expenses.
ProfServ-Arbitrage Rebate	\$ 1,200	\$ 4,200	350%	Arbitrage report for Bond Series 2016 & 2015A. Bond Series 2016 was completed for 5 years.
ProfServ-Trustee Fees	\$ 11,400	\$ 9,248	81%	Fees paid in full for DS Series 2002. Paid for 1/2 of this fiscal for DS Series 2015A & 2016.
Miscellaneous Services	\$ 9,500	\$ 10,126	107%	Bank services charges for stop payments and deposit slips.
<b><u>Other Public Safety</u></b>				
R&M-Gate	\$ 15,000	\$ 23,318	155%	Gate related utilities and repairs.
<b><u>Field</u></b>				
R&M-Bike Paths & Asphalt	\$ 5,000	\$ 4,930	99%	Asphalt repair work.
R&M-Electrical	\$ 6,000	\$ 5,629	94%	Purchases for electrical repairs.
R&M-Roads & Alleyways	\$ 30,000	\$ 58,269	194%	Purchases for repairs, vendor payments for repairs.
R&M-Sidewalks	\$ 35,000	\$ 27,441	78%	Sidewalk repairs.
R&M-Signage	\$ 5,000	\$ 5,660	113%	Supplies for signage repairs.

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

<b>Budget Analysis - Significant Variances</b>
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<b>Account Name</b>	<b>Annual Budget</b>	<b>YTD Actual</b>	<b>% of Budget</b>	<b>Explanation</b>
<b><u>Landscape Services</u></b>				
R&M-Grounds	\$ 22,000	\$ 23,673	108%	Prepped and laid sod.
R&M-Mulch	\$ 90,000	\$ 110,942	123%	Includes purchase for Pine Straw Sales to Residents.
R&M-Trees and Trimming	\$ 15,000	\$ 32,850	219%	Various expenses.
Op Supplies-Fuel, Oil	\$ 15,000	\$ 15,102	101%	Gate fuel charges.
Impr-Landscape	\$ 35,000	\$ 36,966	106%	Purchase of sod.
Cap Outlay-Machinery and Equip	\$ 8,000	\$ 14,392	180%	Refrigerator repair, Aeration installation;Vale Drive MES repair.
<b><u>Utilities</u></b>				
Utility-Water & Sewer	\$ 4,400	\$ 8,025	182%	Water & Sewer usage has been trending high, compared to historical data.
<b><u>Operation &amp; Maintenance</u></b>				
Office Supplies	\$ 1,900	\$ 1,877	99%	Miscellaneous office supplies.
<b><u>Parks and Recreation</u></b>				
Insurance-Property & Casualty	\$ 64,337	\$ 52,473	82%	Public Risk insurance paid in full.
<b><u>Clubhouse</u></b>				
Special Events	\$ 30,000	\$ 37,853	126%	Various expenses for events.
<b><u>Swimming Pool</u></b>				
R&M-Buildings	\$ 10,000	\$ 11,900	119%	Supplies for building repairs.
Op Supplies - Spa & Paper	\$ 1,500	\$ 1,459	97%	Restroom/miscellaneous supplies for Spa.
Subscriptions and Memberships	\$ 6,500	\$ 8,414	129%	License fees; software purchases.
<b><u>Tennis Court</u></b>				
Utility - Refuse Removal	\$ 2,460	\$ 2,388	97%	Republic Services monthly fee & landfill disposal fees.
Utility - Water & Sewer	\$ 1,500	\$ 1,311	87%	Field team had to use back-up water approx. for 6 days for irrigation, due to an irrigation pump well breaking down.
R&M-Court Maintenance	\$ 15,000	\$ 17,455	116%	Resurfacing one tennis court.
Misc-Employee Meals	\$ 2,245	\$ 2,056	92%	Landscape and Engineering employee rewards, such as employee of the month, 100-day accident-free safety award and holiday lunches.

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

<b>Budget Analysis - Significant Variances</b>
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<b>Account Name</b>	<b>Annual Budget</b>	<b>YTD Actual</b>	<b>% of Budget</b>	<b>Explanation</b>
Special Events	\$ 1,000	\$ 1,213	121%	Various expenses for events.
Office Supplies	\$ 2,500	\$ 3,664	147%	Miscellaneous office supplies.
COS - Start Up Inventory	\$ 13,000	\$ 16,518	127%	Inventory costs.
Cap-Outlay-Machinery and Equip	\$ 10,000	\$ 26,299	263%	Includes new gate installation and tennis court fence;resurfacing three tennis courts.

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2023

<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>JUN-23 ACTUAL</u>
<b><u>REVENUES</u></b>				
Special Assmnts- Tax Collector	52,924	51,910	98.08%	716
Special Assmnts- Discounts	(2,117)	(1,849)	87.34%	21
<b>TOTAL REVENUES</b>	<b>50,807</b>	<b>50,061</b>	<b>98.53%</b>	<b>737</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	1,058	1,001	94.61%	15
<b>Total Administration</b>	<b>1,058</b>	<b>1,001</b>	<b>94.61%</b>	<b>15</b>
<b>TOTAL EXPENDITURES</b>	<b>1,058</b>	<b>1,001</b>	<b>94.61%</b>	<b>15</b>
Excess (deficiency) of revenues Over (under) expenditures	49,749	49,060	0.00%	722
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	49,749	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>49,749</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ 49,749	\$ 49,060	0.00%	\$ 722
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>193,959</b>	<b>193,959</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 243,708</b>	<b>\$ 243,019</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-23 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 250	\$ 4,301	1720.40%	\$ 1,926
Special Assmnts- Tax Collector	1,164,552	1,140,836	97.96%	15,732
Special Assmnts- Discounts	(46,582)	(40,646)	87.26%	472
<b>TOTAL REVENUES</b>	<b>1,118,220</b>	<b>1,104,491</b>	<b>98.77%</b>	<b>18,130</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	23,291	22,004	94.47%	324
<b>Total Administration</b>	<b>23,291</b>	<b>22,004</b>	<b>94.47%</b>	<b>324</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	660,000	660,000	100.00%	-
Principal Prepayments	-	10,000	0.00%	-
Interest Expense	433,750	433,500	99.94%	-
<b>Total Debt Service</b>	<b>1,093,750</b>	<b>1,103,500</b>	<b>100.89%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>1,117,041</b>	<b>1,125,504</b>	<b>100.76%</b>	<b>324</b>
Excess (deficiency) of revenues Over (under) expenditures	1,179	(21,013)	0.00%	17,806
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	1,179	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>1,179</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ 1,179	\$ (21,013)	0.00%	\$ 17,806
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>555,878</b>	<b>555,878</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 557,057</b>	<b>\$ 534,865</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-23 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 600	\$ 4,294	715.67%	\$ 2,934
Special Assmnts- Tax Collector	1,019,648	1,000,117	98.08%	13,792
Special Assmnts- Discounts	(40,786)	(35,632)	87.36%	414
<b>TOTAL REVENUES</b>	<b>979,462</b>	<b>968,779</b>	<b>98.91%</b>	<b>17,140</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	20,393	19,290	94.59%	284
<b>Total Administration</b>	<b>20,393</b>	<b>19,290</b>	<b>94.59%</b>	<b>284</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	595,000	595,000	100.00%	-
Interest Expense	376,000	368,000	97.87%	-
<b>Total Debt Service</b>	<b>971,000</b>	<b>963,000</b>	<b>99.18%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>991,393</b>	<b>982,290</b>	<b>99.08%</b>	<b>284</b>
Excess (deficiency) of revenues Over (under) expenditures	(11,931)	(13,511)	0.00%	16,856
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(11,931)	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(11,931)</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ (11,931)	\$ (13,511)	0.00%	\$ 16,856
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>790,857</b>	<b>790,857</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 778,926</b>	<b>\$ 777,346</b>		



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-23 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 400	\$ 2,334	583.50%	\$ 308
Special Assmnts- Tax Collector	64,640	63,401	98.08%	874
Special Assmnts- Discounts	(2,586)	(2,259)	87.35%	26
<b>TOTAL REVENUES</b>	<b>62,454</b>	<b>63,476</b>	<b>101.64%</b>	<b>1,208</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	1,293	1,223	94.59%	18
<b>Total Administration</b>	<b>1,293</b>	<b>1,223</b>	<b>94.59%</b>	<b>18</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	15,000	15,000	100.00%	-
Interest Expense	44,872	44,872	100.00%	-
<b>Total Debt Service</b>	<b>59,872</b>	<b>59,872</b>	<b>100.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>61,165</b>	<b>61,095</b>	<b>99.89%</b>	<b>18</b>
Excess (deficiency) of revenues Over (under) expenditures	1,289	2,381	0.00%	1,190
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	1,289	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>1,289</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ 1,289	\$ 2,381	0.00%	\$ 1,190
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>75,829</b>	<b>75,829</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 77,118</b>	<b>\$ 78,210</b>		

**MARSHALL CREEK**  
**Community Development District**

**Supporting Schedules**

**June 30, 2023**

**Non-Ad Valorem Special Assessments - St Johns County Tax Collector  
(Monthly Assessment Collection Distributions)  
For the Fiscal Year Ending September 30, 2023**

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount	Allocation by Funds		
					General Fund	2002 Area Capital Reserves	Debt Service Funds
Assessments Levied FY 2023				\$ 5,738,529	\$ 3,438,203	\$ 52,924	\$ 2,247,403
Allocation%				100%	60%	1%	39%
11/02/22	\$ 46,756	\$ 2,440	\$ 954	\$ 50,150	\$ 30,047	\$ 463	\$ 19,640
11/17/22	232,173	9,842	4,738	246,753	147,841	2,276	96,637
11/29/22	559,785	23,800	11,424	595,009	356,496	5,487	233,026
12/12/22	753,094	31,937	15,369	800,401	479,555	7,382	313,464
12/15/22	703,758	29,922	14,362	748,042	448,185	6,899	292,959
01/20/23	1,851,335	78,713	37,782	1,967,831	1,179,013	18,148	770,669
02/21/23	760,157	25,923	15,513	801,593	480,270	7,393	313,931
03/29/23	79,492	997	1,622	82,111	49,196	757	32,157
05/05/23	254,614	(710)	5,196	259,101	155,239	2,390	101,473
06/15/23	78,348	(2,329)	1,599	77,619	46,505	716	30,398
<b>TOTAL</b>	<b>\$ 5,319,512</b>	<b>\$ 200,536</b>	<b>\$ 108,561</b>	<b>\$ 5,628,610</b>	<b>\$ 3,372,345</b>	<b>\$ 51,910</b>	<b>\$ 2,204,354</b>
<b>% COLLECTED TO DATE</b>				98.08%	98.08%	98.08%	98.08%

**Cash and Investment Report**

**June 30, 2023**

<u>Account Name</u>	<u>Account #</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
<b>GENERAL FUND</b>				
Checking Account - Operating	2195	Truist	0.00%	\$ 2,701
Checking Account - Operating New	0249	Bank United	0.00%	\$ 462,775
			<b>Subtotal</b>	<b>\$ 465,476</b>
Money Market Account	9204	Bank United	5.15%	\$ 401,475
Goldman Sachs FS Government Fund A (FSOXX)		Valley Bank	4.79%	\$ 1,364,969
			<b>Subtotal</b>	<b>\$ 1,766,444</b>
Treasury Bill - 3 Months (maturity date 9/28/2023)		Valley Bank	4.69%	\$ 504,830
Treasury Bill - 6 Months (maturity date 9/28/2023)		Valley Bank	4.69%	\$ 1,499,039
			<b>Subtotal</b>	<b>\$ 2,003,869</b>
			<b>Subtotal General Fund</b>	<b>\$ 4,235,789</b>
<b>DEBT SERVICE FUNDS</b>				
Series 2002 Prepayment Fund	8793	US Bank	4.67%	\$ 2,713
Series 2002 Reserve Fund	6726	US Bank	4.67%	\$ 50,000
Series 2002 Revenue Fund	6730	US Bank	4.67%	\$ 482,152
Series 2015A Interest Fund	80000	US Bank	4.67%	\$ 8,073
Series 2015A Prepayment Fund	80004	US Bank	4.67%	\$ 4,194
Series 2015A Reserve Fund	80002	US Bank	4.67%	\$ 479,252
Series 2015A Revenue Fund	80003	US Bank	4.67%	\$ 285,598
Series 2015A Sinking Fund	80001	US Bank	4.67%	\$ 229
Series 2016 Interest Fund	9000	US Bank	4.67%	\$ 9
Series 2016 Prepayment Fund	9004	US Bank	4.67%	\$ 21
Series 2016 Reserve Fund	9002	US Bank	4.67%	\$ 31,330
Series 2016 Revenue Fund	9003	US Bank	4.67%	\$ 46,844
Series 2016 Sinking Fund	9001	US Bank	4.67%	\$ 6
Series 2015A Construction Account	80005	US Bank	4.67%	\$ -
			<b>Subtotal Debt Service &amp; Capital Project Funds</b>	<b>\$ 1,390,421</b>
			<b>Total</b>	<b>\$ 5,626,210</b>

# Marshall Creek CDD

## Bank Reconciliation

Bank Account No. 0249 Bank United GF  
 Statement No. 06-23  
 Statement Date 6/30/2023

<b>G/L Balance (LCY)</b>	462,774.98	<b>Statement Balance</b>	511,946.77
<b>G/L Balance</b>	462,774.98	<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
		<b>Subtotal</b>	511,946.77
<b>Subtotal</b>	462,774.98	<b>Outstanding Checks</b>	49,171.79
<b>Negative Adjustments</b>	0.00	<b>Differences</b>	0.00
<b>Ending G/L Balance</b>	462,774.98	<b>Ending Balance</b>	462,774.98
<b>Difference</b>	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
1/18/2023	Payment	3321	LOIS NICOLE EUBANKS	35.00	0.00	35.00
3/22/2023	Payment	3681	MICHAEL E. GUYOT	51.00	0.00	51.00
5/8/2023	Payment	3915	STEPHANIE WHALEY	80.00	0.00	80.00
5/19/2023	Payment	3963	JANA MCDANALD	3,635.25	0.00	3,635.25
6/5/2023	Payment	4027	ALL ASPHALT SERVICES INC	4,930.00	0.00	4,930.00
6/5/2023	Payment	4031	STEVEN RAUSCH II	35.00	0.00	35.00
6/8/2023	Payment	4038	BLESILA FUATA	1,200.00	0.00	1,200.00
6/8/2023	Payment	4051	JANA MCDANALD	408.75	0.00	408.75
6/14/2023	Payment	4071	ANDREW HITCH	165.00	0.00	165.00
6/14/2023	Payment	4076	BEAUTIFUL & SPOTLESS LAWN SERVICES	3,550.00	0.00	3,550.00
6/14/2023	Payment	4080	EMERT, SHAWN	220.00	0.00	220.00
6/14/2023	Payment	4083	KATIE HOLLIS	59.00	0.00	59.00
6/14/2023	Payment	4093	NEIGHBORHOOD PUBLICATIONS	500.00	0.00	500.00
6/19/2023	Payment	4110	ANDREW HITCH	440.00	0.00	440.00
6/19/2023	Payment	4113	BANKS, JEREMY	440.00	0.00	440.00
6/19/2023	Payment	4116	COMCAST	946.07	0.00	946.07
6/19/2023	Payment	4117	CONTRACTOR'S CHOICE	792.42	0.00	792.42
6/19/2023	Payment	4135	TIFFANY CUNNINGHAM	35.00	0.00	35.00
6/19/2023	Payment	4138	FLORIDA DEPARTMENT OF	350.00	0.00	350.00
6/19/2023	Payment	4139	FLORIDA DEPARTMENT OF	225.00	0.00	225.00
6/22/2023	Payment	4142	APRIL RAUSCH	105.00	0.00	105.00
6/22/2023	Payment	4143	COMCAST	314.14	0.00	314.14
6/22/2023	Payment	4147	LAURA CORREA	35.00	0.00	35.00
6/22/2023	Payment	4148	MIRANDA BULGER	35.00	0.00	35.00
6/22/2023	Payment	4150	PATRICIA SCOTT	35.00	0.00	35.00
6/22/2023	Payment	4154	STEVEN RAUSCH II	35.00	0.00	35.00
6/22/2023	Payment	4156	DISCOUNT NURSERY	1,175.00	0.00	1,175.00
6/22/2023	Payment	4157	EMERT, SHAWN	220.00	0.00	220.00
6/22/2023	Payment	4160	HOME DEPOT CREDIT SERVICES	158.00	0.00	158.00
6/22/2023	Payment	4161	IAN MICHAEL SAFAR	220.00	0.00	220.00
6/22/2023	Payment	4162	JERRY TILLET	275.00	0.00	275.00
6/22/2023	Payment	4163	JIM SMELAND	277.23	0.00	277.23
6/22/2023	Payment	4164	KUTAK ROCK LLP	13,341.51	0.00	13,341.51
6/28/2023	Payment	DD290	Payment of Invoice 064502	203.70	0.00	203.70
6/29/2023	Payment	4170	ADP, INC.	1,433.90	0.00	1,433.90

# Marshall Creek CDD

## Bank Reconciliation

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
6/29/2023	Payment	4171	AMY SUE LONG	35.00	0.00	35.00
6/29/2023	Payment	4172	APRIL RAUSCH	140.00	0.00	140.00
6/29/2023	Payment	4173	CONTRACTOR'S CHOICE	126.00	0.00	126.00
6/29/2023	Payment	4174	CRISPIN ZINSMEISTER	140.00	0.00	140.00
6/29/2023	Payment	4175	DIANE STOEVER	320.00	0.00	320.00
6/29/2023	Payment	4176	ELIANA ROQUE	160.00	0.00	160.00
6/29/2023	Payment	4177	FIRSTSERVICE RESIDENTIAL	7,446.10	0.00	7,446.10
6/29/2023	Payment	4178	FLORIDA JANITOR & PAPER SUPPLY	441.20	0.00	441.20
6/29/2023	Payment	4179	GALINA BOLES	56.25	0.00	56.25
6/29/2023	Payment	4180	GRAINGER	132.21	0.00	132.21
6/29/2023	Payment	4181	LAURA CORREA	280.00	0.00	280.00
6/29/2023	Payment	4182	LINA HERMEZ	385.00	0.00	385.00
6/29/2023	Payment	4183	MIRANDA BULGER	315.00	0.00	315.00
6/29/2023	Payment	4184	MSC 7511	264.00	0.00	264.00
6/29/2023	Payment	4185	MYRON GRUNBERG	1,863.00	0.00	1,863.00
6/29/2023	Payment	4186	PATRICIA SCOTT	35.00	0.00	35.00
6/29/2023	Payment	4187	PUBLIX SUPER MARKETS, INC.	21.82	0.00	21.82
6/29/2023	Payment	4188	SITEONE LANDSCAPE	506.77	0.00	506.77
6/29/2023	Payment	4189	STEVEN RAUSCH II	70.00	0.00	70.00
6/29/2023	Payment	4190	TIFFANY CUNNINGHAM	70.00	0.00	70.00
6/29/2023	Payment	4191	CARDMEMBER SERVICE	403.47	0.00	403.47
<b>Total Outstanding Checks.....</b>				<b>49,171.79</b>		<b>49,171.79</b>

# Marshall Creek CDD

## Bank Reconciliation

**Bank Account No.** 2195 TRUIST (BB&T) GF  
**Statement No.** 06-23  
**Statement Date** 6/30/2023

<b>G/L Balance (LCY)</b>	2,701.01	<b>Statement Balance</b>	33,201.01
<b>G/L Balance</b>	2,701.01	<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
	<hr/>		
<b>Subtotal</b>	2,701.01	<b>Subtotal</b>	33,201.01
<b>Negative Adjustments</b>	0.00	<b>Outstanding Checks</b>	30,500.00
	<hr/>	<b>Differences</b>	0.00
<b>Ending G/L Balance</b>	2,701.01	<b>Ending Balance</b>	2,701.01
<b>Difference</b>	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
6/29/2023	Payment	16214	MARSHALL CREEK CDD	30,500.00	0.00	30,500.00
<b>Total Outstanding Checks.....</b>				<b>30,500.00</b>		<b>30,500.00</b>

Payroll Invoice Approval Listing

**June 30, 2023**

Week	Date	Amount
#22	06/02/23	\$56,582.89
#24	06/16/23	\$60,758.62
#26	06/30/23	\$58,794.83
Total		\$176,136.34



**Statistical Summary**

Company:49Z - Marshal Creek Co Service Center:0030 SEMA Status:Under Review  
 Week#:22 Pay Date:06/02/2023 P/E Date:05/28/2023  
 Qtr/Year:2/2023 Run Time/Date:12:16:15 PM EDT 05/26/2023

<b>Taxes Debited</b>	Federal Income Tax	3,857.86
	Earned Income Credit Advances	0.00
	Social Security - EE	3,263.03
	Social Security - ER	3,263.04
	Social Security Adj - EE	0.00
	Medicare - EE	763.12
	Medicare - ER	763.13
	Medicare Adj - EE	0.00
	Medicare Surtax - EE	0.00
	Medicare Surtax Adj - EE	0.00
	Federal Unemployment Tax	0.00
	FMLA-PSL Payments Credit	0.00
	FMLA-PSL ER FICA Credit	0.00
	FMLA-PSL Health Care Premium Credit	0.00
	Employee Retention Qualified Payments Credit	0.00
	Employee Retention Qualified Health Care Credit	0.00
	COBRA Premium Assistance Payments	0.00
	State Income Tax	0.00
	Non Resident State Income Tax	0.00
	State Unemployment Insurance - EE	0.00
	State Unemployment Insurance Adj - EE	0.00
	State Disability Insurance - EE	0.00
	State Disability Insurance Adj - EE	0.00
	State Unemployment/Disability Ins - ER	0.00
	State Family Leave Insurance - EE	0.00
	State Family Leave Insurance - ER	0.00
	State Family Leave Insurance Adj - EE	0.00
	State Medical Leave Insurance - EE	0.00
	State Medical Leave Insurance - ER	0.00
	State Medical Leave Insurance Adj - EE	0.00
	State Cares Fund - EE	0.00
	Transit Tax - EE	0.00
	Workers' Benefit Fund Assessment - EE	0.00
	Workers' Benefit Fund Assessment - ER	0.00
	Local Income Tax	0.00
	School District Tax	0.00
	<b>Total Taxes Debited</b>	<b>11,910.18</b>
<b>Other Transfers</b>	ADP Check Acct. No.9855210249Tran/ABA267090594	11,117.72
	Full Service Direct Deposit Acct. No.9855210249Tran/ABA267090594	33,554.99
	<b>Total Amount Debited From Your Account</b>	<b>56,582.89</b>
<b>Bank Debits &amp; Other Liability</b>	Adjustments/Prepay/Voids	0.00
<b>Taxes- Your Responsibility</b>	None this payroll	

*B Change  
6/2/23*

<b>Total Liability</b>	56,582.89
	56,582.89
	56,582.89

**Statistical Summary**

Company:49Z - Marshal Creek Co Service Center:0030 SEMA  
 Week#:24 Pay Date:06/16/2023  
 Qtr/Year:2/2023 Run Time/Date:14:51:49 PM EDT 06/12/2023

Status:Under Review  
 P/E Date:06/11/2023

<b>Taxes Debited</b>	Federal Income Tax	4,041.92
	Earned Income Credit Advances	0.00
	Social Security - EE	3,503.51
	Social Security - ER	3,503.47
	Social Security Adj - EE	0.00
	Medicare - EE	819.37
	Medicare - ER	819.36
	Medicare Adj - EE	0.00
	Medicare Surtax - EE	0.00
	Medicare Surtax Adj - EE	0.00
	Federal Unemployment Tax	0.00
	FMLA-PSL Payments Credit	0.00
	FMLA-PSL ER FICA Credit	0.00
	FMLA-PSL Health Care Premium Credit	0.00
	Employee Retention Qualified Payments Credit	0.00
	Employee Retention Qualified Health Care Credit	0.00
	COBRA Premium Assistance Payments	0.00
	State Income Tax	0.00
	Non Resident State Income Tax	0.00
	State Unemployment Insurance - EE	0.00
	State Unemployment Insurance Adj - EE	0.00
	State Disability Insurance - EE	0.00
	State Disability Insurance Adj - EE	0.00
	State Unemployment/Disability Ins - ER	0.00
	State Family Leave Insurance - EE	0.00
	State Family Leave Insurance - ER	0.00
	State Family Leave Insurance Adj - EE	0.00
	State Medical Leave Insurance - EE	0.00
	State Medical Leave Insurance - ER	0.00
	State Medical Leave Insurance Adj - EE	0.00
	State Cares Fund - EE	0.00
	Transit Tax - EE	0.00
	Workers' Benefit Fund Assessment - EE	0.00
	Workers' Benefit Fund Assessment - ER	0.00
	Local Income Tax	0.00
	School District Tax	0.00
	<b>Total Taxes Debited</b>	<b>12,687.63</b>

*B. Harper*  
*6-12-23*

<b>Other Transfers</b>	ADP Check Acct. No.9855210249Tran/ABA267090594	11,184.33
	Full Service Direct Deposit Acct. No.9855210249Tran/ABA267090594	36,886.66
	<b>Total Amount Debited From Your Account</b>	<b>60,758.62</b>
<b>Bank Debits &amp; Other Liability</b>	Adjustments/Prepay/Voids	0.00
<b>Taxes- Your Responsibility</b>	None this payroll	

<b>Total Liability</b>	<b>60,758.62</b>
	<b>60,758.62</b>
	<b>60,758.62</b>

**Statistical Summary**

Company:49Z - Marshal Creek Co Service Center:0030 SEMA Status:Under Review  
 Week#:26 Pay Date:06/30/2023 P/E Date:06/25/2023  
 Qtr/Year:2/2023 Run Time/Date:12:36:15 PM EDT 06/26/2023

Taxes Debited	Federal Income Tax	3,644.87	
	Earned Income Credit Advances	0.00	
	Social Security - EE	3,390.38	
	Social Security - ER	3,390.37	
	Social Security Adj - EE	0.00	
	Medicare - EE	792.93	
	Medicare - ER	792.91	
	Medicare Adj - EE	0.00	
	Medicare Surtax - EE	0.00	
	Medicare Surtax Adj - EE	0.00	
	Federal Unemployment Tax	0.00	
	FMLA-PSL Payments Credit	0.00	
	FMLA-PSL ER FICA Credit	0.00	
	FMLA-PSL Health Care Premium Credit	0.00	
	Employee Retention Qualified Payments Credit	0.00	
	Employee Retention Qualified Health Care Credit	0.00	
	COBRA Premium Assistance Payments	0.00	
	State Income Tax	0.00	
	Non Resident State Income Tax	0.00	
	State Unemployment Insurance - EE	0.00	
	State Unemployment Insurance Adj - EE	0.00	
	State Disability Insurance - EE	0.00	
	State Disability Insurance Adj - EE	0.00	
	State Unemployment/Disability Ins - ER	0.00	
	State Family Leave Insurance - EE	0.00	
	State Family Leave Insurance - ER	0.00	
	State Family Leave Insurance Adj - EE	0.00	
	State Medical Leave Insurance - EE	0.00	
	State Medical Leave Insurance - ER	0.00	
	State Medical Leave Insurance Adj - EE	0.00	
	State Cares Fund - EE	0.00	
	Transit Tax - EE	0.00	
	Workers' Benefit Fund Assessment - EE	0.00	
	Workers' Benefit Fund Assessment - ER	0.00	
	Local Income Tax	0.00	
	School District Tax	0.00	
	<b>Total Taxes Debited</b>	<b>12,011.46</b>	
	Other Transfers	ADP Check Acct. No.9855210249Tran/ABA267090594	11,356.42
Full Service Direct Deposit Acct. No.9855210249Tran/ABA267090594		35,426.95	
<b>Total Amount Debited From Your Account</b>		<b>58,794.83</b>	<b>Total Liability</b>
<b>Bank Debits &amp; Other Liability</b>	Adjustments/Prepay/Voids	0.00	<b>58,794.83</b>
<b>Taxes- Your Responsibility</b>	None this payroll		<b>58,794.83</b>

*B Sample  
6-26-23*

**MARSHALL CREEK**  
**Community Development District**

**Check Register**

**06/01/2023 - 06/30/2023**

**MARSHALL CREEK**

Community Development District

**Payment Register by Fund  
For the Period from 06/01/23 to 06/30/23  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>								
001	16214	06/29/23	MARSHALL CREEK CDD	G2195-062223	EXCESS FUNDS TRANSFER TO BU MMA	Cash with Fiscal Agent	103000	\$30,500.00
001	4024	06/01/23	FEDEX	8-139-42460	SERVICE FOR 5/11/2023	postage	541006-51301	\$20.38
001	4025	06/01/23	FIRSTSERVICE RESIDENTIAL	10886731	ONSITE STAFF FEE 4/22-5/5/2023	ProfServ-Field Management	531016-53910	\$7,446.10
001	4025	06/01/23	FIRSTSERVICE RESIDENTIAL	CM10851622CR	CREDIT FOR TIFFANY BRUN 12/1/2022 MEDICAL INSURANCE	ProfServ-Field Management	531016-53910	(\$650.00)
001	4025	06/01/23	FIRSTSERVICE RESIDENTIAL	CM10089411	REIMBURSE MCCDD CHERYL BLYTHE 36 HOURS IN FSR	ProfServ-Field Management	531016-53910	(\$758.52)
001	4026	06/01/23	VILLAGE KEY & ALARM, INC.	345765	FIRE ALARM MONITORING 6/1-8/31/2023	Fire Alarm monitoring- 06/01/23-08/31/23	155000	\$109.50
001	4027	06/05/23	ALL ASPHALT SERVICES INC	052423	ASPHALT REPAIR WORK FROM ROUNABOUT TO PEDESTRIAN C	Asphalt repair work from roundabout to pedestrian	546008-53901	\$4,930.00
001	4028	06/05/23	FIRSTSERVICE RESIDENTIAL	10889783	05/2023 ONSITE STAFF MEDICAL INSURANCE	ProfServ-Field Management	531016-53910	\$1,396.00
001	4028	06/05/23	FIRSTSERVICE RESIDENTIAL	10890712	ONSITE STAFF FEE 05/06/2023-5/19/2023	ProfServ-Field Management	531016-53910	\$7,446.10
001	4028	06/05/23	FIRSTSERVICE RESIDENTIAL	CM10889411	REIMBURSE MCCDD - CHERYL BLYTHE'S 36 HOURS IN FSR	ProfServ-Field Management	531016-53910	(\$758.52)
001	4029	06/05/23	INFRAMARK, LLC	95165	05/2023 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,596.33
001	4029	06/05/23	INFRAMARK, LLC	95165	05/2023 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-57201	\$2,163.00
001	4029	06/05/23	INFRAMARK, LLC	95165	05/2023 MANAGEMENT SERVICES	Postage and Freight	541006-51301	\$40.20
001	4029	06/05/23	INFRAMARK, LLC	95165	05/2023 MANAGEMENT SERVICES	Printing and Binding	547001-51301	\$28.20
001	4029	06/05/23	INFRAMARK, LLC	95165	05/2023 MANAGEMENT SERVICES	Office Supplies	551002-51301	\$75.00
001	4030	06/05/23	POOLSURE	131295614897	6/2023 WATER MANAGEMENT	June 2023	546074-57205	\$1,949.56
001	4031	06/05/23	STEVEN RAUSCH II	051623	BODY COMBAT W/E 5/21, 5/16/2023	w/e 5/21/23- 5/16	534111-57202	\$35.00
001	4032	06/05/23	WILLIAMS' PLANT NURSERY	132031	10 WAX MYRTLE, 30 LIGUSTRUM	Impr - Landscape	563023-53902	\$1,165.00
001	4033	06/08/23	AFLAC	006935	5/2023 COVERAGE PERIOD	Payroll-Benefits	512010-57205	\$51.60
001	4033	06/08/23	AFLAC	006935	5/2023 COVERAGE PERIOD	Payroll-Benefits	512010-57206	\$37.44
001	4033	06/08/23	AFLAC	006935	5/2023 COVERAGE PERIOD	Payroll-Benefits	512010-53902	\$10.80
001	4034	06/08/23	AMY SUE LONG	052623	GENTAL YOGA W/E 5/28, 5/24, 5/26/2023	w/e 5/28/23- 5/24, 5/26	512011-53910	\$70.00
001	4035	06/08/23	ANTHONY XAVIER SOLIS	AS05302023	OFF DUTY ROVING PATROL W/E 5/27/2023	w/e 05/27/23	534099-52901	\$275.00
001	4036	06/08/23	APRIL RAUSCH	052223	BODY FLOW W/E 5/28, 5/22/2023	w/e 5/28/23- 5/22	534111-57202	\$35.00
001	4036	06/08/23	APRIL RAUSCH	052423	BODY W/E 5/28, 5/24/2023	w/e 5/28/23- 5/24	534111-57202	\$35.00
001	4037	06/08/23	BEAUTIFUL & SPOTLESS LAWN SERVICES, INC	256	PREPPED AND LAID SOD	R&M-Grounds	546037-53902	\$4,500.80
001	4038	06/08/23	BLESILA FUATA	060223	POLYNESIAN SHOW 6/16/2023	Polynesian show 6/16/23	549052-57202	\$1,200.00
001	4039	06/08/23	BRETT CARUSO	052623	TENNIS LESSONS/ CLINICS W/E 5/26/2023	w/e 05/26/2023	512040-57206	\$36.00
001	4040	06/08/23	CANON SOLUTIONS AMERICA, INC	6004330904	5/22-6/10/2023 MAINT	05/22/2023-06/10/2023 -maint.	552001-53902	\$30.24
001	4041	06/08/23	CLUBSYSTEMS GROUP	SUP7133372	2ND QTR SUPPORT	Misc-Connection Computer	549016-53910	\$301.88
001	4041	06/08/23	CLUBSYSTEMS GROUP	SUP7133372	2ND QTR SUPPORT	ProfServ-Info Technology	531020-57206	\$1,435.88
001	4042	06/08/23	CRISPIN ZINSMEISTER	052423	BODY PUMP W/E 5/28, 5/24/2023	w/e 5/28/23- 5/24	534111-57202	\$35.00
001	4042	06/08/23	CRISPIN ZINSMEISTER	052623	CARDIO STEP W/E 5/28, 5/24, 5/26/2023	w/e 5/28/23- 5/24, 5/26	512011-53910	\$70.00
001	4042	06/08/23	CRISPIN ZINSMEISTER	5282023	BODYPUMP W/E 5/28, 5/22/2023	w/e 5/28/23- 5/22	534111-57202	\$35.00
001	4043	06/08/23	DIANE STOEVER	052422	W/E 5/28, 5/22, 5/24/2023	w/e 5/28/23- 5/22, 5/24	512011-53910	\$120.00
001	4044	06/08/23	DOWNEY'S JANITORIAL SUPPLIES	41-26332	CUPS, SOAP	Office Supplies	551002-57206	\$180.07
001	4045	06/08/23	FEDEX	8-147-43428	SERVICE FOR 5/18/2023	postage	541006-51301	\$81.40
001	4046	06/08/23	FLORIDA TRANSCOR, INC	ORD0021588	BEADS, FL SPEC DOT	R&M-Roads & Alleyways	546081-53901	\$339.00
001	4047	06/08/23	GALINA BOLES	052623	TENNIS LESSONS/CLINICS W/E 5/26/2023	w/e 05/26/2023	512040-57206	\$144.00
001	4048	06/08/23	GLENDA MALEWICKI	052323	SENIOR STRENGTH W/E 5/28, 5/23, 5/25/2023	w/e 5/28/23- 5/23, 5/25	512011-53910	\$105.00
001	4049	06/08/23	HOWARD FERTILIZER &	CIN-000634479	ROUNDUP QUICK PRO, PRO SEDGE, SUREGUARD, FUSILADE,	Roundup Quick pro, pro sedge, sureguard, Fusilade,	546037-53902	\$2,293.42
001	4050	06/08/23	JACK LEAKE	4130	REMOVED 3 TREES AND RAISED CANOPY ON 4 LIVE OAKS	R&M-Trees and Trimming	546099-53902	\$2,000.00
001	4051	06/08/23	JANA MCDANALD	052623	TENNIS LESSONS/ CLINICS W/E 5/26/2023	w/e 05/26/2023	512040-57206	\$408.75
001	4052	06/08/23	L. WERNINCK & SONS, INC.	2305-539229	4 PLYWOOD	4- plywood	546081-53901	\$63.56
001	4053	06/08/23	LAKE AND POND REMEDIATION, INC	1429	6/2023 AQUATIC WEED CONTROL	June 2023	546042-53903	\$4,000.00
001	4054	06/08/23	LARIC PULAK	052623	SHIFT COVERAGE 5/21/2023	Shift coverage 5/21/23	512002-57205	\$100.05
001	4054	06/08/23	LARIC PULAK	052423	SHIFT COVERAGE 5/21/2023	Shift coverage 5/21/23	512011-53910	\$90.00
001	4054	06/08/23	LARIC PULAK	05262023	SHIFT COVERAGE 5/20/2023	Shift coverage 5/20/23	512011-53910	\$173.70
001	4055	06/08/23	LAURA CORREA	052023	ZUMBA W/E 5/21, 5/18, 5/20/2023	w/e 5/21/23- 5/18, 5/20	512011-53910	\$70.00
001	4055	06/08/23	LAURA CORREA	052523	AQUA ZUMBA W/E 5/28, 5/25/2023	w/e 5/28/23- 5/25	534111-57202	\$35.00
001	4055	06/08/23	LAURA CORREA	052323	AQUA ZUMBA W/E 5/28, 5/23/2023	w/e 5/28/23- 5/23	534111-57202	\$35.00
001	4056	06/08/23	LINA HERMEZ	052123	W/E 5/21, 5/15, 5/16, 5/17, 5/21/2023	w/e 5/21/23- 5/15, 5/16, 5/17, 5/21	512011-53910	\$210.00
001	4056	06/08/23	LINA HERMEZ	052823	W/E 5/28, 5/22, 5/23, 5/24/2023	w/e 5/28/23- 5/22, 5/23, 5/24,	512011-53910	\$175.00
001	4057	06/08/23	MCMaster-CARR SUPPLY CO.	98246603	STEEL HEX SCREWS	R&M-Signage	546085-53901	\$30.99

**MARSHALL CREEK**

Community Development District

**Payment Register by Fund  
For the Period from 06/01/23 to 06/30/23  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	4057	06/08/23	MCMMASTER-CARR SUPPLY CO.	98482678	METAL PANEL	R&M-Fountain	546032-53901	\$741.29
001	4058	06/08/23	MIRANDA BULGER	052423	HITT/SPIN W/E 5/28, 5/22, 5/24/2023	w/e 5/28/23- 5/22, 5/24/5/24	512011-53910	\$122.50
001	4058	06/08/23	MIRANDA BULGER	052223	WATER AEORBITIC W/E 5/28, 5/22/2023	w/e 5/28/23- 5/22	534111-57202	\$35.00
001	4060	06/08/23	REPUBLIC SERVICES OF FL, L.P	0687-001328081	SERVICE 6/1-6/30/2023	06/01/2023-06/30/2023	543020-57206	\$273.38
001	4060	06/08/23	REPUBLIC SERVICES OF FL, L.P	0687-001328081	SERVICE 6/1-6/30/2023	06/01/2023-06/30/2023	543020-57205	\$273.38
001	4060	06/08/23	REPUBLIC SERVICES OF FL, L.P	0687-001325450	ACCT# 3-0687-0004771 6/1-6/30/2023	06/01/2023-06/30/2023	543020-53902	\$261.79
001	4061	06/08/23	RON CULLUM	052523	TAI CHI W/E 5/28/2023	w/e 5/28	512011-53910	\$280.00
001	4062	06/08/23	ST. JOHNS COUNTY UTILITY DEPT.	05192023-121119	ACCT# 514214-121119 4/18-5/15/2023	5/19/2023	543021-57206	\$145.99
001	4062	06/08/23	ST. JOHNS COUNTY UTILITY DEPT.	05192023-101723	ACCT# 514213-101723 4/18-5/18/2023	5/19/2023	546034-52901	\$32.79
001	4062	06/08/23	ST. JOHNS COUNTY UTILITY DEPT.	05192023-133660	ACCT# 514213-133660 4/18-5/18/2023	5/19/2023	543021-53902	\$249.65
001	4062	06/08/23	ST. JOHNS COUNTY UTILITY DEPT.	05192023-114659	ACCT# 514215-114659 4/19-5/19/2023	5/19/2023	543001-57205	\$497.62
001	4062	06/08/23	ST. JOHNS COUNTY UTILITY DEPT.	05192023-114653	ACCT# 514211-114653 4/18-5/18/2023	5/19/2023	543021-53903	\$437.91
001	4062	06/08/23	ST. JOHNS COUNTY UTILITY DEPT.	05192023-104785	ACCT# 514213-104785 4/18-5/18/2023	5/19/2023	543001-57205	\$541.74
001	4062	06/08/23	ST. JOHNS COUNTY UTILITY DEPT.	05192023-126261	ACCT# 532033-126261 4/18-5/18/2023	5/19/2023	546034-52901	\$32.60
001	4063	06/08/23	STEVEN RAUSCH II	052323	BODY COMBAT W/E 5/28, 5/23/2023	w/e 5/28/23- 5/23	534111-57202	\$35.00
001	4064	06/08/23	TIFFANY CUNNINGHAM	052523	CARDIO X W/E 5/28, 5/23, 5/25/2023	w/e 5/28/23- 5/23, 5/25	512011-53910	\$70.00
001	4065	06/08/23	TURNER PEST CONTROL LLC	617267717	MONTHLY PEST CONTROL SERVICE 5/17/2023	5/17/23	552001-53902	\$78.83
001	4066	06/08/23	UNITED RENTALS (NORTH AMERICA) INC	215821268-006	HANDICAP PORTABLE 5/30-6/27/2023	05/30/23- 06/27/23	546009-53901	\$150.00
001	4067	06/13/23	FIRSTSERVICE RESIDENTIAL	10891829	BASE MANAGEMENT FEE 06/2023	ProfServ-Field Management	531016-53910	\$5,000.00
001	4068	06/13/23	MSC 7511	INV6362705	SERVICE FOR 4/26-5/25/2023	04/26/2023 to 05/25/2023	551002-53902	\$44.00
001	4068	06/13/23	MSC 7511	INV6362705	SERVICE FOR 4/26-5/25/2023	04/26/2023 to 05/25/2023	547001-53910	\$132.00
001	4068	06/13/23	MSC 7511	INV6362705	SERVICE FOR 4/26-5/25/2023	04/26/2023 to 05/25/2023	551002-57205	\$44.00
001	4068	06/13/23	MSC 7511	INV6362705	SERVICE FOR 4/26-5/25/2023	04/26/2023 to 05/25/2023	551002-57206	\$44.00
001	4069	06/14/23	DISCOUNT NURSERY	002891	SOD	R&M-Grounds	546037-53902	\$4,675.00
001	4069	06/14/23	DISCOUNT NURSERY	002878	SOD	Impr - Landscape	563023-53902	\$4,400.00
001	4070	06/14/23	AGROW PRO INC	16746	6/2023 MONTHLY LAWN MAINTENANCE	June 2023	534025-53902	\$3,300.00
001	4071	06/14/23	ANDREW HITCH	AH06062023	OFF DUTY ROVING PATROL W/E 5/27/2023	w/e 05/27/2023	534099-52901	\$165.00
001	4072	06/14/23	ANTHONY XAVIER SOLIS	AS06062023	OFF DUTY ROVING PATROL W/E 6/3/2023	w/e 06/03/2023	534099-52901	\$220.00
001	4073	06/14/23	APRIL RAUSCH	052923	BODY FLOW W/E 5/29-6/4/2023	w/e 5/29/23- 06/04	534111-57202	\$35.00
001	4073	06/14/23	APRIL RAUSCH	053123	BODY FLOW W/E 6/4/2023, 5/31/2023	w/e 6/4/23- 5/31	534111-57202	\$35.00
001	4074	06/14/23	AT&T	05312023-1010	ACCT# 323611010 5/1-5/31/2023	5/1-5/31/2023	541003-57205	\$179.66
001	4075	06/14/23	B&B EXTERMINATING CO., INC	05252023-0800	TERMITE RENEWAL	R&M-Buildings	546012-53902	\$990.00
001	4076	06/14/23	BEAUTIFUL & SPOTLESS LAWN SERVICES, INC	259	PREPPED AND LAID SOD	R&M-Grounds	546037-53902	\$3,550.00
001	4077	06/14/23	CINTAS CORPORATION #280	8406261849	FIRST AID CABINET RESTOCK	Office Supplies	551002-57205	\$48.73
001	4078	06/14/23	CRISPIN ZINSMEISTER	052923	BODY PUMP W/E 6/4-5/29/2023	w/e 06/04/23- 5/29	534111-57202	\$35.00
001	4078	06/14/23	CRISPIN ZINSMEISTER	060123	BODY PUMP W/E 6/4/2023, 5/31/2023	w/e 6/4/23- 5/31	534111-57202	\$35.00
001	4079	06/14/23	DEBOW'S APPLIANCE SERVICE	060723	ICE MACHINE RENTAL 6/2023	June 2023	544003-57206	\$132.08
001	4080	06/14/23	EMERT, SHAWN	SE05302023	OFF DUTY ROVING PATROL W/E 5/27/2023	w/e 05/27/2023	534099-52901	\$220.00
001	4081	06/14/23	FLORIDA JANITOR & PAPER SUPPLY	361523-1	2 DOGIPOTS	Op Supplies - General	552001-53902	\$530.00
001	4081	06/14/23	FLORIDA JANITOR & PAPER SUPPLY	361523	DOGIPOT LITTER BAGS, DOGI POT, GLOVES	Op Supplies - General	552001-53902	\$579.80
001	4082	06/14/23	GARY PERNA	GP06062023	OFF DUTY ROVING PATROL W/E 6/3/2023	w/e 06/03/2023	534099-52901	\$220.00
001	4083	06/14/23	KATIE HOLLIS	06062023	REIMB FOR 3/9/2023 MIRCOSOFT SUBSCRIPTION RENEWAL	Microsoft subscription renewal	549016-53910	\$59.00
001	4084	06/14/23	KEISLER, THOMAS	TK06062023	OFF DUTY ROVING PATROL W/E 6/3/2023	w/e 06/03/2023	534099-52901	\$165.00
001	4085	06/14/23	LARIC PULAK	060123	SHIFT COVERAGE 5/29/2023	Shift coverage 5/29/23	512011-53910	\$120.00
001	4086	06/14/23	LAURA CORREA	053023	AQUA ZUMBA W/E 6/4, 5/30/2023	w/e 6/4/23- 5/30	534111-57202	\$35.00
001	4086	06/14/23	LAURA CORREA	060123	AQUA ZUMBA W/E 6/4/2023, 6/1/2023	w/e 6/4/23- 6/1	534111-57202	\$35.00
001	4087	06/14/23	LEAF CAPITAL FUNDING LLC	14808647	BADGE PASS SOFTWARE 6/2023	Badge pass software June 2023	554001-57205	\$542.32
001	4088	06/14/23	LES MILLS UNITED STATES TRADING, INC	SIV0282590	6/2023 VIRTUAL BUNDLE	June 2023	534111-57202	\$729.00
001	4089	06/14/23	MEDICAL EXPRESS CORPORATION	202015414	DRUG SCREENING 5/3-5/23/2023	M Ollivi	512010-53902	\$27.00
001	4089	06/14/23	MEDICAL EXPRESS CORPORATION	202015414	DRUG SCREENING 5/3-5/23/2023	M. King, H. Pockett	512010-57205	\$54.00
001	4089	06/14/23	MEDICAL EXPRESS CORPORATION	202015414	DRUG SCREENING 5/3-5/23/2023	C. Gonzalez	512010-57206	\$27.00
001	4090	06/14/23	MICHAEL ALLEN CHAPMAN	MC06062023	OFF DUTY ROVING PATROL W/E 6/3/2023	w/e 06/03/2023	534099-52901	\$550.00
001	4091	06/14/23	MIRANDA BULGER	052923	WATER AEORBITIC W/E 6/4/2023, 5/29/2023	w/e 6/4/23- 5/29	534111-57202	\$35.00
001	4092	06/14/23	MSC 7511	C-2021PPT1630	SERVICE FOR 4/26-5/25/2023	04/26/2023 to 05/25/2023	551002-53902	\$17.62
001	4092	06/14/23	MSC 7511	C-2021PPT1630	SERVICE FOR 4/26-5/25/2023	04/26/2023 to 05/25/2023	547001-53910	\$52.88
001	4092	06/14/23	MSC 7511	C-2021PPT1630	SERVICE FOR 4/26-5/25/2023	04/26/2023 to 05/25/2023	551002-57205	\$17.62
001	4092	06/14/23	MSC 7511	C-2021PPT1630	SERVICE FOR 4/26-5/25/2023	04/26/2023 to 05/25/2023	551002-57206	\$17.62

**MARSHALL CREEK**

Community Development District

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For the Period from 06/01/23 to 06/30/23  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	4093	06/14/23	NEIGHBORHOOD PUBLICATIONS	MCCDD0652	WEBSITE MAINT 6/1-6/30/2023	Website maint 06/01/2023-06/30/2023	547001-53910	\$250.00
001	4093	06/14/23	NEIGHBORHOOD PUBLICATIONS	MCCDD0652	WEBSITE MAINT 6/1-6/30/2023	Website maint 06/01/2023-06/30/2023	548001-57205	\$125.00
001	4093	06/14/23	NEIGHBORHOOD PUBLICATIONS	MCCDD0652	WEBSITE MAINT 6/1-6/30/2023	Website maint 06/01/2023-06/30/2023	548001-57206	\$125.00
001	4094	06/14/23	ROMULO PINE STRAW, INC	060723	4 TRAILERS OF PINE STRAW	R&M-Mulch	546059-53902	\$30,590.00
001	4095	06/14/23	SANFORD & SON AUTO PARTS INC	796367	OIL, OIL FILTER	Op Supplies - Fuel, Oil	552030-53902	\$110.69
001	4096	06/14/23	SITEONE LANDSCAPE	130385746-001	PRO FERTILIZER, INSECTICIDE, FUNGICIDE	R&M-Grounds	546037-53902	\$346.80
001	4096	06/14/23	SITEONE LANDSCAPE	130922152-001	PINE STRAW, IRRIGATION	pine straw	546059-53902	\$390.00
001	4096	06/14/23	SITEONE LANDSCAPE	130922152-001	PINE STRAW, IRRIGATION	irrigation	546041-53902	\$423.99
001	4097	06/14/23	STEVEN RAUSCH II	053023	BODY COMBAT W/E 6/4/2023, 5/30/2023	w/e 6/4/23- 5/30	534111-57202	\$35.00
001	4098	06/14/23	STRATE WELDING SUPPLY CO., INC	1375992	CO2	R&M-Equipment	546022-53902	\$51.85
001	4099	06/14/23	TURNER PEST CONTROL LLC	617266821	5/31/2023 MONTHLY PEST CONTROL	5/31/2023	546001-57206	\$26.00
001	4099	06/14/23	TURNER PEST CONTROL LLC	617266821	5/31/2023 MONTHLY PEST CONTROL	5/31/2023	546034-52901	\$50.10
001	4099	06/14/23	TURNER PEST CONTROL LLC	617266821	5/31/2023 MONTHLY PEST CONTROL	5/31/2023	534025-57202	\$116.84
001	4100	06/14/23	WELCH TENNIS COURTS, INC.	72157	POST REEO, COLLER SPIGOT, CUP DISP CLIP, COURT RAK	post reeo, cooler spigot, cup disp clip, court rak	546017-57206	\$669.15
001	4101	06/14/23	WILLIAMS' PLANT NURSERY	132496	1 WAX MYRTLE, 4/ FAKAHATCHEE	1 wax myrtle, 4 fakahatchee	563023-53902	\$96.00
001	4102	06/14/23	ANTHONY J. ETTORE	06052023	LEGAL SERVICE 5/2023	ProfServ-Legal Services	531023-51401	\$6,500.00
001	4103	06/14/23	BRETT CARUSO	061223	PICKLEBALL/CLININC W/E 6/12/2023	w/e 06/12/2023	512040-57206	\$48.00
001	4104	06/14/23	GALINA BOLES	061233	TENNIS LESSONS/ CLINICS W/E 6/12/2023	w/e 06/12/2023	512040-57206	\$258.75
001	4105	06/14/23	MICHAEL E. GUYOT	061223	PICKLEBALL CLINICS	w/e 06/12/2023	512040-57206	\$48.00
001	4106	06/14/23	MYRON GRUNBERG	061223	TENNIS LESSONS/CLINICS W/E 6/12/2023	w/e 06/12/2023	512040-57206	\$3,058.50
001	4106	06/14/23	MYRON GRUNBERG	06132023	TENNIS LESSONS/ CLINICS	w/e 05/26/2023	512040-57206	\$2,025.75
001	4107	06/14/23	NICHOLAS MCMAHON	NM06062023	OFF DUTY ROVING PATROL W/E 6/3/2023	w/e 06/03/2023	534099-52901	\$550.00
001	4108	06/14/23	PRINCIPAL LIFE INSURANCE COMPANY	10001-052623	SERVICE FOR 6/1-6/30/2023	06/01/2023-06/30/2023	512010-53902	\$171.36
001	4108	06/14/23	PRINCIPAL LIFE INSURANCE COMPANY	10001-052623	SERVICE FOR 6/1-6/30/2023	06/01/2023-06/30/2023	512010-57205	\$156.56
001	4108	06/14/23	PRINCIPAL LIFE INSURANCE COMPANY	10001-052623	SERVICE FOR 6/1-6/30/2023	06/01/2023-06/30/2023	512010-57206	\$165.06
001	4108	06/14/23	PRINCIPAL LIFE INSURANCE COMPANY	10001-052623	SERVICE FOR 6/1-6/30/2023	06/01/2023-06/30/2023	512010-53901	\$16.66
001	4108	06/14/23	PRINCIPAL LIFE INSURANCE COMPANY	10001-052623	SERVICE FOR 6/1-6/30/2023	06/01/2023-06/30/2023	512010-52901	\$20.82
001	4109	06/14/23	WESCO TURF SUPPLY INC.	41141287	FRONT SUSPENSION KIT, BUSHING A ARM CLUB	front suspension kit, bushing a-arm club	546022-53902	\$265.73
001	4110	06/19/23	ANDREW HITCH	AH06132023	OFF DUTY ROVING PATROL W/E 6/10/2023	w/e 06/10/2023	534099-52901	\$440.00
001	4111	06/19/23	ANTHONY XAVIER SOLIS	AS06132023	OFF DUTY ROVING PATROL W/E 6/10/2023	w/e 06/10/2023	534099-52901	\$275.00
001	4112	06/19/23	APRIL RAUSCH	060723	BODY FLOW W/E 6/11/23, 6/7/2023	w/e 06/11/23- 6/7	534111-57202	\$35.00
001	4112	06/19/23	APRIL RAUSCH	060523	BODY PUMP & BODY FLOW W/E 6/11, 6/5/2023	w/e 06/11/23- 6/5	534111-57202	\$70.00
001	4113	06/19/23	BANKS, JEREMY	JB06132023	OFF DUTY ROVING PATROL W/E 5/27/2023	w/e 05/27/2023	534099-52901	\$220.00
001	4113	06/19/23	BANKS, JEREMY	JB06122023	OFF DUTY ROVING PATROL W/E 5/13/2023	w/e 05/13/2023	534099-52901	\$220.00
001	4114	06/19/23	BOB'S BACKFLOW & PLUMBING SERVICES, INC	92063	ANNUAL FIRE HYDRANT INSPECTION	R&M-Buildings	546012-53902	\$125.00
001	4115	06/19/23	CA FLORIDA HOLDINGS, LLC	0005605933	NOTICE OF RULEMAKING FOR ROOM RATE CHANGES 5/10/20	Legal Advertising	548002-51301	\$390.32
001	4116	06/19/23	COMCAST	173282388	ACCT# 963179979 5/15-6/14/2023	May 15, 2023 - June 14, 2023	541003-57205	\$211.37
001	4116	06/19/23	COMCAST	173282388	ACCT# 963179979 5/15-6/14/2023	May 15, 2023 - June 14, 2023	541003-57206	\$258.73
001	4116	06/19/23	COMCAST	173282388	ACCT# 963179979 5/15-6/14/2023	May 15, 2023 - June 14, 2023	546034-52901	\$239.00
001	4116	06/19/23	COMCAST	173282388	ACCT# 963179979 5/15-6/14/2023	May 15, 2023 - June 14, 2023	549921-53910	\$236.97
001	4117	06/19/23	CONTRACTOR'S CHOICE	16016	ELEMENT FOR SAUNA AND SAUNA CONTROLLER	R&M-Buildings	546012-57205	\$792.42
001	4118	06/19/23	CRISPIN ZINSMEISTER	060723	CARDIO, BODYPUMP W/E 6/4, 6/2/2023	w/e 6/4/23- 6/2	534111-57202	\$35.00
001	4118	06/19/23	CRISPIN ZINSMEISTER	060723	CARDIO, BODYPUMP W/E 6/4, 6/2/2023	w/e 6/4/23- 6/2	512011-53910	\$35.00
001	4118	06/19/23	CRISPIN ZINSMEISTER	061223	CARDIO AND BODY PUMP W/E 6/11, 6/9/2023	w/e 06/11/23- 6/9	534111-57202	\$35.00
001	4118	06/19/23	CRISPIN ZINSMEISTER	061223	CARDIO AND BODY PUMP W/E 6/11, 6/9/2023	w/e 06/11/23- 6/9	512011-53910	\$35.00
001	4118	06/19/23	CRISPIN ZINSMEISTER	060923	CARDIO STEP W/E 6/11, 6/7/2023	w/e 06/11/23- 6/7	512011-53910	\$35.00
001	4118	06/19/23	CRISPIN ZINSMEISTER	06112023	BODY PUMP W/E 6/11, 6/7/2023	w/e 06/11/23- 6/7	534111-57202	\$35.00
001	4119	06/19/23	DIANE STOEVER	060723	W/E 6/11, 6/5, 6/6, 6/7/2023	w/e 06/11/23- 6/5, 6/6, 6/7	512011-53910	\$160.00
001	4120	06/19/23	ELIANA ROQUE	060723	W/E 6/11, 6/6, 6/7/2023	w/e 06/11/23- 6/6, 6/6, 6/7	512011-53910	\$120.00
001	4122	06/19/23	GARY PERNA	GP06132023	OFF DUTY ROVING PATROL W/E 6/10/2023	w/e 06/10/2023	534099-52901	\$550.00
001	4123	06/19/23	GLENDA MALEWICKI	060923	W/E 6/11, 6/2, 6/7, 6/8, 6/9/2023	w/e 06/11/23- 6/2, 6/7, 6/8, 6/9	512011-53910	\$140.00
001	4124	06/19/23	HEAD PENN/ RACQUET SPORTS	5193564043	STRINGS FOR SALE	COS - Start Up Inventory	552143-57206	\$385.09
001	4124	06/19/23	HEAD PENN/ RACQUET SPORTS	5193564044	STRINGS FOR SALE	COS - Start Up Inventory	552143-57206	\$385.09
001	4125	06/19/23	HIDDEN EYES LLC	728686	SERVICE FOR 7/1-7/31/2023	07/01/2023-07/31/2023	155000	\$10,477.42
001	4126	06/19/23	HOME DEPOT CREDIT SERVICES	2011556	OUTDOOR TORCH	R&M-Roads & Alleyways	546081-53901	\$61.98
001	4127	06/19/23	LAURA CORREA	060323	ZUMBA W/E 6/4, 6/1, 6/3/2023	w/e 6/4/23- 6/1, 6/3	512011-53910	\$70.00
001	4127	06/19/23	LAURA CORREA	060823	AQUA ZUMBA W/E 6/11, 6/8/2023	w/e 06/11/23- 6/8	534111-57202	\$35.00

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Community Development District

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001	4127	06/19/23	LAURA CORREA	06112023	AQUA ZUMBA W/E 6/11, 6/6/2023	w/e 06/11/23- 6/6	534111-57202	\$35.00
001	4128	06/19/23	LINA HERMEZ	060423	YOGA W/E 6/4/2023	w/e 06/04/23	512011-53910	\$35.00
001	4132	06/19/23	MIRANDA BULGER	060723	HITT/SPIN W/E 6/11, 6/5, 6/7/2023	w/e 06/11/23- 6/5, 6/7, 6/7	512011-53910	\$122.50
001	4132	06/19/23	MIRANDA BULGER	060523	WATER AEORBIC W/E 6/11, 6/5/2023	w/e 06/11/23- 6/5	534111-57202	\$35.00
001	4133	06/19/23	STEVEN RAUSCH II	060623	BODY COMBAT W/E 6/11, 6/6/2023	w/e 06/11/23- 6/6	534111-57202	\$35.00
001	4134	06/19/23	SUNBELT RENTALS	139929067-0001	HAND HELD DRILL AND CORE BIT RENTAL	R&M-Sidewalks	546084-53901	\$234.82
001	4134	06/19/23	SUNBELT RENTALS	139521954-0001	VIDEO PIPE CAMERA RENTAL	R&M-Roads & Alleyways	546081-53901	\$296.43
001	4135	06/19/23	TIFFANY CUNNINGHAM	060823	CARDIO X TRAINING W/E 6/11, 6/8/2023	w/e 06/11/23- 6/8	512011-53910	\$35.00
001	4136	06/19/23	WILSON HEATING & AIR CONDITIONING INC	58170	SERVICE CALL/REPLACED CAPACITOR	R&M-Buildings	546012-53902	\$384.00
001	4136	06/19/23	WILSON HEATING & AIR CONDITIONING INC	57940	SVC CALL/INSTALLED BLOWER MOTOR AND CAP	R&M-Buildings	546012-53902	\$754.00
001	4137	06/19/23	FLORIDA DEPARTMENT OF	060923-9355	PERMIT# 55-60-00416 SWIMMING POOL PERMIT 6/2023	pool permit 06/2023	549066-57205	\$350.00
001	4138	06/19/23	FLORIDA DEPARTMENT OF	06012023-9354	PERMIT# 55-60-00415 SWIMMING POOL PERMIT 6/2023	POOL PERMIT 06/2023	549066-57205	\$350.00
001	4139	06/19/23	FLORIDA DEPARTMENT OF	06012023-2629	PERMIT# 55-60-1852629 SWIMMING POOL PERMIT 6/2023	POOL PERMIT 06/2023	549066-57205	\$225.00
001	4140	06/21/23	FIRSTSERVICE RESIDENTIAL	10893483	ONSITE STAFF FEE 5/20-6/2/2023	ProfServ-Field Management	531016-53910	\$7,446.10
001	4141	06/21/23	PROSSER	50372	GEN ENGINEERING SERVICES MAY 2023	ProfServ-Engineering	531013-51501	\$3,820.93
001	4142	06/22/23	APRIL RAUSCH	060623	BODY PUMP W/E 6/18, 6/12/2023	w/e 06/18/23- 6/12	534111-57202	\$70.00
001	4142	06/22/23	APRIL RAUSCH	061423	W/E 6/18, 6/14/2023	w/e 06/18/23- 6/14	534111-57202	\$35.00
001	4143	06/22/23	COMCAST	175593983	ACCT# 963185024 6/15-7/14/2023	06/15/2023- 07/14/2023	541003-53902	\$314.14
001	4144	06/22/23	CRISPIN ZINSMEISTER	061423	BODY PUMP W/E 6/18, 6/14/2023	w/e 06/18/23- 6/14	534111-57202	\$35.00
001	4145	06/22/23	JUSTIN MOTLEY	266805778	INSTALL BREAKER, CONDUIT AND WIRING	Cap Outlay-Clubhouse	564061-57202	\$885.00
001	4146	06/22/23	L. WERNINCK & SONS, INC.	2306-541319	CONCRETE, PALLETS	R&M-Buildings	546012-57205	\$621.76
001	4147	06/22/23	LAURA CORREA	061323	AQUA ZUMBA W/E 6/18, 6/13/2023	w/e 06/18/23- 6/13	534111-57202	\$35.00
001	4148	06/22/23	MIRANDA BULGER	061223	WATER AEORBIC W/E 6/18, 6/12/2023	w/e 06/18/23- 6/12	534111-57202	\$35.00
001	4149	06/22/23	ODP BUSINESS SOLUTIONS, LLC	314455137001	POST IT, PAPER ROLLS, THERMAL ROLLS	Office Supplies	551002-57206	\$121.24
001	4150	06/22/23	PATRICIA SCOTT	06182023	AQUA AQUATICS W/E 6/18, 6/14/2023	w/e 06/18/2023- 6/14	534111-57202	\$35.00
001	4151	06/22/23	POOLSURE	131295615600	7/2023 WATER MANAGEMENT	July 2023	155000	\$1,949.56
001	4152	06/22/23	PRINCIPAL LIFE INSURANCE COMPANY	06162023-10001	BILLING PERIOD 7/1-7/31/2023	07/01/2023-07/31/2023	155000	\$599.72
001	4153	06/22/23	QUADIENT FINANCE USA, INC	V60168794 SC89614200	EQUIPMENT RENTAL	Postage and Freight	541006-53910	\$9.68
001	4154	06/22/23	STEVEN RAUSCH II	061323	BODY COMBAT W/E 6/18, 6/13/2023	w/e 06/18/23- 6/13	534111-57202	\$35.00
001	4155	06/22/23	WILLIAMS' PLANT NURSERY	132771	3 WAX MYRTLE, 75 LIGUSTRUM	Impr - Landscape	563023-53902	\$1,372.50
001	4156	06/22/23	DISCOUNT NURSERY	002959	SOD	R&M-Grounds	546037-53902	\$1,175.00
001	4157	06/22/23	EMERT, SHAWN	SE06202023	OFF DUTY ROVING PATROL W/E 6/17/2023	w/e 06/17/2023	534099-52901	\$220.00
001	4158	06/22/23	FPL	06082023 CHECK	SERVICE FOR 5/9-6/8/2023	May 9, 2023- June 8 2023	543001-57205	\$2,328.04
001	4159	06/22/23	GARY PERNA	GP06202023	OFF DUTY ROVING PATROL W/E 6/17/2023	w/e 06/17/2023	534099-52901	\$275.00
001	4160	06/22/23	HOME DEPOT CREDIT SERVICES	WB48485388	2 PROPANE CYLINDERS	R&M-Roads & Alleyways	546081-53901	\$158.00
001	4161	06/22/23	IAN MICHAEL SAFAR	IS06202023	OFF DUTY ROVING PATROL W/E 6/10/2023	w/e 06/10/2023	534099-52901	\$220.00
001	4162	06/22/23	JERRY TILLET	JT06202023	OFF DUTY ROVING PATROL W/E 6/17/2023	w/e 06/17/2023	534099-52901	\$275.00
001	4163	06/22/23	JIM SMELAND	040123	4/2023 REIMB CELL AND MILEAGE REIMB	Cell- Apr 2023	552001-53902	\$50.00
001	4163	06/22/23	JIM SMELAND	040123	4/2023 REIMB CELL AND MILEAGE REIMB	mileage reim	552001-53902	\$10.53
001	4163	06/22/23	JIM SMELAND	030123	3/2023 REIMB CELL PHONE	Cell- Mar 2023	552001-53902	\$50.00
001	4163	06/22/23	JIM SMELAND	020123	2/2023 REIMB CELL PHONE	Cell- Feb 2023	552001-53902	\$50.00
001	4163	06/22/23	JIM SMELAND	020123	2/2023 REIMB CELL PHONE	mileage reim	552001-53902	\$66.70
001	4163	06/22/23	JIM SMELAND	050123	REIMB FOR CELL PHONE 5/2023	Cell- May 2023	552001-53902	\$50.00
001	4164	06/22/23	KUTAK ROCK LLP	3237611	GENERAL COUNSEL 05/2023	ProfServ-Legal Services	531023-51401	\$13,341.51
001	4165	06/22/23	PUBLIX SUPER MARKETS, INC.	0530044286	PAPER TOWELS, ICE POPS	Office Supplies	551002-57205	\$29.99
001	4165	06/22/23	PUBLIX SUPER MARKETS, INC.	0406078552	DISTILLED WATER	R&M-Equipment	546022-53902	\$24.27
001	4166	06/22/23	ST. JOHN'S SALES & SERVICE	97160	EDGER BLADE, G4 DOT REACHER	R&M-Equipment	546022-53902	\$233.98
001	4167	06/22/23	TONY MASTERS	030123	3/1/2023 CELL PHONE REIMB	Cell- Mar 2023	552001-53902	\$30.00
001	4167	06/22/23	TONY MASTERS	040123	4/2023 CELL PHONE REIMB	Cell- Apr 2023	552001-53902	\$30.00
001	4167	06/22/23	TONY MASTERS	020123	2/2023 REIMB CELL PHONE	Cell-Feb 2023	552001-53902	\$30.00
001	4168	06/22/23	TURNER PEST CONTROL LLC	617380115	6/12/2023 MONTHLY PEST CONTROL SERVICE	6/12/2023	552001-53902	\$78.83
001	4169	06/22/23	UHS PREMIUM BILLING	064914275947	COVERAGE PERIOD 7/1-7/31/2023	07/01/2023-07/31/2023	512010-53902	\$4,534.87
001	4169	06/22/23	UHS PREMIUM BILLING	064914275947	COVERAGE PERIOD 7/1-7/31/2023	07/01/2023-07/31/2023	512010-57205	\$2,378.98
001	4169	06/22/23	UHS PREMIUM BILLING	064914275947	COVERAGE PERIOD 7/1-7/31/2023	07/01/2023-07/31/2023	512010-57206	\$2,357.42
001	4169	06/22/23	UHS PREMIUM BILLING	064914275947	COVERAGE PERIOD 7/1-7/31/2023	07/01/2023-07/31/2023	512010-53901	\$181.43
001	4169	06/22/23	UHS PREMIUM BILLING	064914275947	COVERAGE PERIOD 7/1-7/31/2023	07/01/2023-07/31/2023	512010-52901	\$226.79
001	4170	06/29/23	ADP, INC.	635260484	PAY PERIOD ENDING 5/8/2023	w/e 05/08/2023	512010-53902	\$192.50



**MARSHALL CREEK**

Community Development District

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(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	4170	06/29/23	ADP, INC.	635260484	PAY PERIOD ENDING 5/8/2023	w/e 05/08/2023	512010-57205	\$302.79
001	4170	06/29/23	ADP, INC.	635260484	PAY PERIOD ENDING 5/8/2023	w/e 05/08/2023	512010-57206	\$136.80
001	4170	06/29/23	ADP, INC.	635260484	PAY PERIOD ENDING 5/8/2023	w/e 05/08/2023	512010-53901	\$8.25
001	4170	06/29/23	ADP, INC.	635260484	PAY PERIOD ENDING 5/8/2023	w/e 05/08/2023	512010-52901	\$10.31
001	4170	06/29/23	ADP, INC.	635260484	PAY PERIOD ENDING 5/8/2023	w/e 05/08/2023	511001-51301	\$68.75
001	4170	06/29/23	ADP, INC.	635259849	PERIOD ENDING 5/1/2023 AND 5/28/2023	w/e 05/14/2023 & 05/28/2023	512010-53902	\$180.04
001	4170	06/29/23	ADP, INC.	635259849	PERIOD ENDING 5/1/2023 AND 5/28/2023	w/e 05/14/2023 & 05/28/2023	512010-57205	\$389.70
001	4170	06/29/23	ADP, INC.	635259849	PERIOD ENDING 5/1/2023 AND 5/28/2023	w/e 05/14/2023 & 05/28/2023	512010-57206	\$127.96
001	4170	06/29/23	ADP, INC.	635259849	PERIOD ENDING 5/1/2023 AND 5/28/2023	w/e 05/14/2023 & 05/28/2023	512010-53901	\$7.16
001	4170	06/29/23	ADP, INC.	635259849	PERIOD ENDING 5/1/2023 AND 5/28/2023	w/e 05/14/2023 & 05/28/2023	512010-52901	\$9.64
001	4171	06/29/23	AMY SUE LONG	061623	GENTLE YOGA W/E 6/18, 6/16/2023	w/e 06/18/23- 6/16	512011-53910	\$35.00
001	4172	06/29/23	APRIL RAUSCH	062123	BODY FLOW W/E 6/25, 6/21/2023	w/e 06/25/23- 6/21	534111-57202	\$35.00
001	4172	06/29/23	APRIL RAUSCH	061923	BODY PUMP W/E 6/25, 6/19/2023	w/e 06/25/23- 6/19	534111-57202	\$70.00
001	4172	06/29/23	APRIL RAUSCH	061623	CARDIO STEP W/E 6/18, 6/16/2023	w/e 06/18/23- 6/16	534111-57202	\$35.00
001	4173	06/29/23	CONTRACTOR'S CHOICE	16039	SVC CALL TO RESET SWITCHES	R&M-Buildings	546012-57205	\$126.00
001	4174	06/29/23	CRISPIN ZINSMEISTER	062323	CARDIO STEP, BODY PUMP W/E 6/25, 6/23/23	w/e 06/25/23- 6/23	534111-57202	\$35.00
001	4174	06/29/23	CRISPIN ZINSMEISTER	062323	CARDIO STEP, BODY PUMP W/E 6/25, 6/23/23	w/e 06/25/23- 6/23	512011-53910	\$35.00
001	4174	06/29/23	CRISPIN ZINSMEISTER	062123	BODY PUMP W/E 6/25, 6/21/2023	w/e 06/25/23- 6/21	534111-57202	\$35.00
001	4174	06/29/23	CRISPIN ZINSMEISTER	061823	CARDIO STEP W/E 6/18, 6/14/2023	w/e 06/18/23- 6/14	512011-53910	\$35.00
001	4175	06/29/23	DIANE STOEVER	062123	W/E 6/25, 6/19, 6/20, 6/21/2023	w/e 06/25/23- 6/19, 6/19, 6/20, 6/20, 6/21	512011-53910	\$200.00
001	4175	06/29/23	DIANE STOEVER	061423	W/E 6/18, 6/12, 6/14/2023	w/e 06/18/23- 6/12, 6/12, 6/14	512011-53910	\$120.00
001	4176	06/29/23	ELIANA ROQUE	061323	W/E 6/25, 6/13/2023	w/e 06/25/23- 6/13	512011-53910	\$120.00
001	4176	06/29/23	ELIANA ROQUE	062123	SENIOR STRENGTH W/E 6/25, 6/21/2023	w/e 06/25/23- 6/21	512011-53910	\$40.00
001	4177	06/29/23	FIRSTSERVICE RESIDENTIAL	10895388	ONSITE STAFF FEE 6/3-6/16/2023	ProfServ-Field Management	531016-53910	\$7,446.10
001	4178	06/29/23	FLORIDA JANITOR & PAPER SUPPLY	362017	2 DOGIPOTS BAGS, LINERS, TOILET TISSUE, GLOVES	2 dogipots bags, liners, toilet tissue gloves	552001-53902	\$441.20
001	4179	06/29/23	GALINA BOLES	062623	TENNIS CLINICS W/E 6/26/2023	06/26/2023	512040-57206	\$56.25
001	4180	06/29/23	GRAINGER	9740118691	ROLLER CHAIN 10FT	R&M-Equipment	546022-53902	\$32.27
001	4180	06/29/23	GRAINGER	9740118709	THREAD LOCKER, CHAIN WIRE, CHAIN WIRE LUBE	R&M-Equipment	546022-53902	\$88.91
001	4180	06/29/23	GRAINGER	9740118683	CONNECTING LINKS	R&M-Equipment	546022-53902	\$11.03
001	4181	06/29/23	LAURA CORREA	062323	ZUMBA 5/25, 5/27/2023	05/25, 05/27	512011-53910	\$70.00
001	4181	06/29/23	LAURA CORREA	061523	AQUA ZUMBA W/E 6/18, 6/15/2023	w/e 06/18/23- 6/15	534111-57202	\$35.00
001	4181	06/29/23	LAURA CORREA	062223	AQUA ZUMBA W/E 6/25, 6/22/2023	w/e 06/25/23- 6/22	534111-57202	\$35.00
001	4181	06/29/23	LAURA CORREA	061023	ZUMBA W/E 6/11, 6/8, 6/10/2023	w/e 06/11/23- 6/08, 6/10	512011-53910	\$70.00
001	4181	06/29/23	LAURA CORREA	061723	ZUMBA W/E 6/18, 6/15, 6/17/2023	w/e 06/18/23- 6/15, 6/17	512011-53910	\$70.00
001	4182	06/29/23	LINA HERMEZ	061123	W/E 6/11, 6/4, 6/5, 6/7, 6/11/2023	w/e 06/11/23- 6/4, 6/5, 6/7, 6/11	512011-53910	\$175.00
001	4182	06/29/23	LINA HERMEZ	061823	W/E 6/18, 6/12, 6/13, 6/14, 6/18/2023	w/e 06/18/23- 6/12, 6/13, 6/14, 6/18	512011-53910	\$210.00
001	4183	06/29/23	MIRANDA BULGER	061923	WATER AEORBIC W/E 6/25, 6/19/2023	w/e 06/25/23- 6/19	534111-57202	\$35.00
001	4183	06/29/23	MIRANDA BULGER	062123	W/E 6/25, 6/19, 6/21/2023	6/25/23- 6/19, 6/19, 6/21, 6/21	512011-53910	\$157.50
001	4183	06/29/23	MIRANDA BULGER	061423	W/E 6/18, 6/12, 6/13/2023	w/e 06/18/23- 6/12, 6/13, 6/13	512011-53910	\$122.50
001	4184	06/29/23	MSC 7511	INV6398172	SERVICE FOR 4/26-5/25/2023	04/26/2023 to 05/25/2023	551002-53902	\$43.99
001	4184	06/29/23	MSC 7511	INV6398172	SERVICE FOR 4/26-5/25/2023	04/26/2023 to 05/25/2023	547001-53910	\$132.03
001	4184	06/29/23	MSC 7511	INV6398172	SERVICE FOR 4/26-5/25/2023	04/26/2023 to 05/25/2023	551002-57205	\$43.99
001	4184	06/29/23	MSC 7511	INV6398172	SERVICE FOR 4/26-5/25/2023	04/26/2023 to 05/25/2023	551002-57206	\$43.99
001	4185	06/29/23	MYRON GRUNBERG	062223	TENNIS LESSON/CLINICS 6/26/2023	06/26/2023	512040-57206	\$1,863.00
001	4186	06/29/23	PATRICIA SCOTT	062123	AQUA AEROBICS W/E 6/25, 6/21/2023	w/e 06/25/23- 6/21	534111-57202	\$35.00
001	4187	06/29/23	PUBLIX SUPER MARKETS, INC.	0543783025	YOUTH TENNIS SOCIAL	Special Events	549052-57206	\$21.82
001	4188	06/29/23	SITEONE LANDSCAPE	131472873-001	ROTORS, VALVES, SPIGOT	R&M-Irrigation	546041-53902	\$506.77
001	4189	06/29/23	STEVEN RAUSCH II	062023	BODY COMBAT W/E 6/25, 6/20/2023	w/e 06/25/23- 6/20	534111-57202	\$35.00
001	4189	06/29/23	STEVEN RAUSCH II	061623	BODY PUMP 6/18, 6/16/2023	w/e 06/18/23- 6/16	534111-57202	\$35.00
001	4190	06/29/23	TIFFANY CUNNINGHAM	062223	W/E 6/25, 6/20, 6/22/2023	w/e 06/25/23- 6/20, 6/22	512011-53910	\$70.00
001	4191	06/29/23	CARDMEMBER SERVICE	05182023	PURCHASES FOR 4/28-5/18/2023	Administrative prof day thank you breakfast	549015-57205	\$15.59
001	4191	06/29/23	CARDMEMBER SERVICE	05182023	PURCHASES FOR 4/28-5/18/2023	Staff lunch- Erins farewill	549015-53902	\$29.70
001	4191	06/29/23	CARDMEMBER SERVICE	05182023	PURCHASES FOR 4/28-5/18/2023	Staff lunch- Erins farewill	549015-57205	\$29.70
001	4191	06/29/23	CARDMEMBER SERVICE	05182023	PURCHASES FOR 4/28-5/18/2023	Staff lunch- Erins farewill	549015-57206	\$44.60
001	4191	06/29/23	CARDMEMBER SERVICE	05182023	PURCHASES FOR 4/28-5/18/2023	Raving fans books, file folders, file rail and cli	551002-53910	\$177.31
001	4191	06/29/23	CARDMEMBER SERVICE	05182023	PURCHASES FOR 4/28-5/18/2023	Fish books	551002-53910	\$85.28
001	4191	06/29/23	CARDMEMBER SERVICE	05182023	PURCHASES FOR 4/28-5/18/2023	candy	551002-53910	\$21.29

**MARSHALL CREEK**

Community Development District

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Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	DD284	06/06/23	GATE FUEL SERVICE-ACH	5766514 ACH	FUEL 5/19/2023	5/19/23	552030-53902	\$1,645.98
001	DD285	06/18/23	COMCAST -ACH	05272023-9406 ACH	ACCT# 8495743101259406 5/31-6/30/2023	May 31, 2023- Jun 30, 2023	543003-53902	\$195.75
001	DD286	06/16/23	COMCAST -ACH	05252023-3316 ACH	ACCT# 8495743101273316 5/29-6/28/2023	May 29, 2023- Jun 28, 2023	541003-57205	\$194.64
001	DD286	06/16/23	COMCAST -ACH	05252023-3316 ACH	ACCT# 8495743101273316 5/29-6/28/2023	May 29, 2023- Jun 28, 2023	543003-57205	\$294.00
001	DD287	06/23/23	COMCAST -ACH	06022023-2201 ACH	ACCT# 8495743101272201 6/6-7/5/2023	06/06/2023-07/05/2023	546034-52901	\$211.92
001	DD288	06/24/23	COMCAST -ACH	06032023-1433 ACH	ACCT# 8495743101291433 6/7-7/6/2023	06/07/2023-07/06/2023	543003-57205	\$90.40
001	DD289	06/22/23	COMCAST -ACH	06012023-4033 ACH	ACCT# 8495743101274033 6/5-7/4/2023	06/05/2023-07/04/2023	543003-57206	\$277.10
001	DD290	06/28/23	COMCAST -ACH	06072023-9430 ACH	ACCT# 8495743101259430 6/11-7/10/2023	06/11/2023-07/10/2023	546034-52901	\$203.70
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	mini fridge for lifeguard room	551005-57205	\$201.86
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	face painter, balloon artist for easter event	549052-57202	\$993.60
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	poster my wall	554001-57205	\$29.95
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	pool rescue rings	546074-57205	\$165.06
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	Signup genius	554001-57205	\$24.99
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	hot and cold ice packs	551002-57205	\$20.22
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	lifeguard uniform	552028-57205	\$27.68
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	guard head	551005-57205	\$69.95
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	shed	564001-57205	\$718.98
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	lifeguard uniforms	552028-57205	\$88.36
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	kegerator	551010-57205	\$829.67
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	5/4, 5/4, 5/8, 5/11, 5/11	543020-53902	\$937.71
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	paint brushes	552001-53910	\$28.99
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	paint roller covers	552001-53910	\$23.48
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	LED flood light	546020-53901	\$108.00
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	hand towel dispenser	546001-57206	\$44.55
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	electrical outlet box cover	546001-57206	\$39.96
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	Peerless Series C	546032-53901	\$302.09
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	motor rebuild	546074-57205	\$29.92
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	rounding over bit	552001-53910	\$40.00
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	paper clips	552001-53902	\$15.98
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	grinding wheel	546084-53901	\$225.00
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	ball bearings for motor rebuild	546074-57205	\$25.13
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	ball bearings for motor rebuild	546074-57205	\$8.72
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	motor electric parts cleaner for motor rebuild	546074-57205	\$13.88
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	2x2 LED panel fixture	546012-57205	\$227.87
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	reciprocating saw	552001-53910	\$132.50
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	pressure washer spray gun	552001-53910	\$27.79
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	allen socket set	546084-53901	\$11.14
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	pool chemicals, leaf skimmer	546074-57205	\$129.97
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	office chair	552001-53910	\$104.49
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	spray gun	546084-53901	\$34.99
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	spray gun	546084-53901	\$34.99
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	receptacle	552001-53910	\$21.98
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	motor parts cleaner- motor rebuild	546074-57205	\$13.88
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	oil plug dipsticks, o rings, water seal kit	546081-53901	\$124.99
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	sprinkler valves	546012-57205	\$10.07
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	battery	546084-53901	\$84.99
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	electrical box	546012-57205	\$10.72
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	electric sprinkler valves	546074-57205	\$23.78
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	air compressor fittings, ignition coil	546081-53901	\$67.49
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	back support belt	546012-57205	\$20.14
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	file cabinet replacement keys	552001-53902	\$13.50
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	black wheel assemblies	546022-53902	\$112.69
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	emergency exit sign	546012-53902	\$25.69
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	hose bib	564061-57202	\$13.80
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	coupler, screws	552001-53910	\$47.97
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	5/11	546009-53901	\$136.47
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	metal seal bearings	546084-53901	\$16.95

**MARSHALL CREEK**

Community Development District

**Payment Register by Fund  
For the Period from 06/01/23 to 06/30/23  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	stud anchors	546012-57205	\$19.90
001	DD291	06/10/23	CARDMEMBER SERVICE	05122023 ACH	PURCHASES FOR 4/17-5/12/2023	cooling fan	546074-57205	\$8.59
001	DD292	06/19/23	FPL	06.08.2023 ACH	SERVICE FOR 5/9-6/8/2023	May 9, 2023- Jun 8, 2023	543013-53903	\$954.93
001	DD292	06/19/23	FPL	06.08.2023 ACH	SERVICE FOR 5/9-6/8/2023	May 9, 2023- Jun 8, 2023	543001-57205	\$1,560.85
001	DD292	06/19/23	FPL	06.08.2023 ACH	SERVICE FOR 5/9-6/8/2023	May 9, 2023- Jun 8, 2023	543006-57206	\$1,474.12
001	DD292	06/19/23	FPL	06.08.2023 ACH	SERVICE FOR 5/9-6/8/2023	May 9, 2023- Jun 8, 2023	546034-52901	\$89.99
001	DD294	06/22/23	GATE FUEL SERVICE-ACH	5783250 ACH	FUEL 6/14/2023	6/14/2023	552030-53902	\$1,266.56
001	DD299	06/21/23	FPL	06.06.2023 ACH A	SERVICE FOR 5/5-6/6/2023	Electricity - Streetlighting	543013-53903	\$7,563.72
001	DD300	06/21/23	FPL	06262023 ACH	ACCT# 99538-72497 5/5-6/6/2023	Electricity - Streetlighting	543013-53903	\$26.21
							<b>Fund Total</b>	<b>\$259,610.09</b>

**SERIES 2002 DEBT SERVICE FUND - 202**

202	4131	06/19/23	MARSHALL CREEK	061523-202	TRANSFER DEBT SERVICE SERIES 2002	Cash with Fiscal Agent	103000	\$15,880.61
							<b>Fund Total</b>	<b>\$15,880.61</b>

**SERIES 2015 DEBT SERVICE FUND - 203**

203	4130	06/19/23	MARSHALL CREEK	061523-203	TRANSFER TAX COLLECTION SERIES 2015A	Cash with Fiscal Agent	103000	\$13,921.24
							<b>Fund Total</b>	<b>\$13,921.24</b>

**SERIES 2016 DEBT SERVICE FUND - 204**

204	4129	06/19/23	MARSHALL CREEK	061523-204	TRANSFER TAX COLLECTION SERIES 2016	Cash with Fiscal Agent	103000	\$882.19
							<b>Fund Total</b>	<b>\$882.19</b>

<b>Total Checks Paid</b>	<b>\$290,294.13</b>
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