

**MARSHALL CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

OCTOBER 17, 2018

Marshall Creek Community Development District
INFRAMARK, INFRASTRUCTURE MANAGEMENT SERVICES
210 North University Drive • Suite 702 • Coral Springs, Florida 33071
Phone: (954) 603-0033 • Fax: (954) 345-1292

October 10, 2018

Board of Supervisors
Marshall Creek
Community Development District

Dear Board Members:

A regular meeting of the Board of Supervisors of the Marshall Creek Community Development District will be held **Wednesday, October 17, 2018** beginning at **4:00 p.m. at the Marshall Creek Amenity Center, 625 Palencia Club Drive, St. Augustine, Florida**. Following is the advance agenda for the meeting:

- 1. Roll Call**
- 2. Audience Comments**
- 3. Approval of the Minutes**
 - A. September 12, 2018 Continued Meeting
 - B. September 19, 2018 Regular Meeting
 - C. Discussion of Open Items
- 4. Business Matters**
 - A. Ratification of FirstService Residential Contract and Addendum
 - B. Resolution 2019-1 Authorizing Acceptance of Certain Common Areas
 - C. Consideration of Palencia Elementary School Pirate 5K Run
 - D. Transition Status
- 5. Engineer's Report**
 - A. Ratification of Requisitions #63-#69
 - B. Update on Pickleball Court
- 6. Operations Manager's Report**
 - A. SJCSO Off-Duty Roving Patrol Violation Report
- 7. Manager's Report**
 - A. Auditor Selection Process and Appointment of Committee
- 8. Attorney's Report**
- 9. Supervisors' Requests**
 - A. Consideration of Policy for Agenda Items for Action (Entman)
 - B. Discussion of Sign Removal (Hoffman)
- 10. Acceptance of the September 2018 Financial Report and Approval of Check Register and Invoices**
- 11. Adjournment**

Enclosed for your review is a copy of the draft minutes of the September 12, 2018 continued meeting, the September 19, 2018 regular meeting and the September 2018 financials, check register and invoices.

Marshall Creek CDD

October 10, 2018

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Enclosed under Business Matters for your consideration is FirstService Residential Contract and Addendum and Resolution 2019-1 Conveyance of Remnant Parcels from Marshall Creek Ltd.

Under the Engineer's Report for your review and ratification are Requisitions #63 - #69.

The Operations Manager's Report and SJCSO Off-Duty Roving Patrol Violation Report are enclosed for your review.

Under the Manager's Report is a discussion of the auditor selection process and the appointment of an Auditor Selection Committee.

The balance of the agenda is routine in nature. I look forward to seeing you at the meeting. In the meantime, if you have any questions, please contact me at (904) 940-6044, extension 40592.

Sincerely,

Janice Eggleton Davis

Janice Eggleton Davis/ms
District Manager

Cc: Jonathan Johnson
Gabriel McKee
Ryan Stilwell, P.E.
Hawley Smith, Jr.
Brett Sealy

Katie Buchanan
City of St. Augustine
Helen Ciesla
Kim Shine

Jennifer Gillis
Warren Bloom
Beth Grossman
Walter O'Shea

Third Order of Business

3A.

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

The recessed meeting of the Board of Supervisors of the Marshall Creek Community Development District held on August 22, 2018 at 4:00 p.m. and reconvened on August 29, 2018 was again reconvened on September 12, 2018 at the Marshall Creek Amenity Center, 625 Palencia Club Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Howard Hoffman	Chairman
Howard Entman	Vice Chairman
Kirk Kemmish	Assistant Secretary
Scott Raybuck	Assistant Secretary
Jeff Riley	Assistant Secretary

Also present were:

Janice Eggleton Davis	District Manager
Katie Buchanan	District Counsel (via phone)
Helen Ciesla	Property Manager
Beth Grossman	Assistant Property Manager
Gordon Mobley	FirstService Residential
Residents	

The following is a summary of the discussions and actions taken at the September 12, 2018 Marshall Creek Board of Supervisors continued meeting.

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

- The third through eighth orders of business, as well as, the tenth order of business were addressed at the August 22, 2018 regular meeting.

NINTH ORDER OF BUSINESS

Supervisor Requests

- Mr. Gordon Mobley of FirstService Residential (FSR) provided a transition process update. He noted in addition to the contract work, they have secured an office location at the MCCDD Amenity Center and a General Manager.
- Discussion followed on staffing and employing residents on Property Management staff. The consensus of the Board is they feel hiring residents is a bad idea, but they will leave it to Mr. Mobley and FSR to make the decision.
- Mr. Mobley continued noting they have had good meetings with the department heads and meetings scheduled with Ms. Ciesla and Ms. Miller tomorrow.
- Mr. Hoffman reported Ms. Buchanan and Mr. Mobley are working through the contract noting his goal would be to get as much worked out tonight as possible.
- Ms. Buchanan outlined the following from the draft distributed and hereby incorporated into the record:
 - Paragraph A clarifies that the District owns and operates certain facilities.
 - Paragraph B they have added a description of the property MCCDD owns based on the schedule of property attached to the insurance policy.
 - 2.2 is language Ms. Buchanan would like the Board to consent to.
 - Discussion continued on 2.2 noting that the compromise is for a two-year agreement term.
 - Discussion followed on a termination clause and what constitutes a breach of contract.
 - The consensus of the Board [four in favor to one against] is for an initial 18-month term of contract.
 - 3.1 the changes are not significant. Discussion ensued on coordinate versus supervise/manage.
 - Schedule III are the tasks the manager would be responsible to perform.
 - Benefits coordination is currently handled by Ms. Vinelle Miller at Hines.
 - 12.1 A was discussed with regard to what it entails regarding statutes, laws, rules.
 - 5.1 Insurance – Ms. Buchanan will work with Ms. Davis to ensure the coverages match.

- 5.2 – District will be added to the FirstService Residential policy as an additional insured.
- 6. Compensation and Cost Reimbursement was addressed.
 - Pulling employees offsite for non-payment was addressed.
- 6.3 - Training sessions of FSR employees are paid time.
- 9. Liability – FirstService Residential will not be liable unless caused by their gross negligence, willful misconduct or material breach.
- Schedule I – 4% annual increase was addressed. Mr. Mobley noted until the end of the contract term, it is a 3% annual increase.
 - Discussion continued on automatic annual increases.
 - Mr. Mobley noted if FirstService Residential’s attorneys will agree, he will have the language removed regarding post term increases.
 - The consensus of the Board [three in favor to two against] is to leave the 3% annual increases and remove the 4% after the term.
- Schedule II – copy charges and storage fees have been eliminated.
 - Indemnity was addressed with it being noted the District is not indemnifying FirstService Residential. Mr. Mobley noted FirstService Residential is waiting to hear from their insurance provider on the cost of a policy to cover the exposure associated with MCCDD.

**** B. Holiday Decorations**

- Mr. Hoffman addressed holiday decorations.
- Ms. Ciesla outlined the holiday decorations proposal noting the approved budget is approximately \$40,000.
- Mr. Kemmish noted he does not think they should place something so large as the star set in the roundabout.
- Discussion continued on the proposal.

Mr. Hoffman MOVED to approve holiday decorations in an amount not to exceed \$15,000.

- Discussion continued on the proposal and the cost to date.

Mr. Kemmish seconded the motion.

- Discussion followed on storage.

On VOICE vote with Mr. Hoffman, Mr. Kemmish and Mr. Raybuck voting aye and Dr. Entman and Mr. Riley voting nay, the motion was approved.

**** C. Discussion of Proposal for Additional Parking Spaces at Amenities**

- Discussion followed on parking.
- This item was tabled.

**** D. Boardwalk**

- Ms. Ciesla addressed a photo op for the ribbon cutting at 11:00 a.m. on Friday.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Kemmish seconded by Mr. Riley, with all in favor, the meeting was adjourned.

Janice Eggleton Davis
Secretary

Howard Hoffman
Chairman

3B.

**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, September 19, 2018 at 4:00 p.m. at the Marshall Creek Amenity Center, 625 Palencia Club Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Howard Hoffman	Chairman
Howard Entman	Vice Chairman
Kirk Kemmish	Assistant Secretary
Scott Raybuck	Assistant Secretary
Jeff Riley	Assistant Secretary

Also present were:

Janice Eggleton Davis	District Manager
Katie Buchanan	District Counsel
Ryan Stilwell, P.E.	District Engineer
Beth Grossman	Assistant Property Manager
Roy Hutcherson	Director of Grounds & Engineering
Erin Gunia	Director of Amenities & Strategic Planning
Tom Salmon	Director of Tennis
Gordon Mobley	FirstService Residential
John Caputo	FirstService Residential
Residents	

The following is a summary of the discussions and actions taken at the September 19, 2018 Marshall Creek Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Audience Comments

- Ms. Andrea Coneglio addressed teenagers jumping off the pier and inquired if this allowed.

- Mr. Hoffman noted there is a policy regarding CDD ponds, but there is no way to enforce it.
- Mr. Richard Jaggard addressed weeds in Tract C.
 - Mr. Hutcherson noted he will follow-up on it.
- Ms. Kathy Moss, representing the residents' Tennis Advisory Committee, noted the Committee would like to see if the Board will approve a sentence they would like to attach to the tennis guest pass – Addendum A – tennis guest passes may not be used for any league play.
- Mr. Salmon addressed some of the leagues they play do not require the team be all residents. Non-residents are not allowed to play at the Club, but can play at away matches.
 - Discussion continued on guest passes with Ms. Buchanan noting they should open the item for public comment before voting.
 - Dr. Entman addressed this item coming out of the blue and people who may be opposed now have no idea this is happening with it not being on the agenda.
 - Ms. Moss addressed the history of the Tennis Advisory Committee being formed voluntarily by the residents with the knowledge of the Board. The Committee met with Mr. Salmon. This issue arose, she believes, because of a misinterpretation and they want to make sure it does not happen again.
 - Mr. Hoffman addressed Dr. Entman's concern of not bringing up important items without giving people a chance to think about it. He feels this is simple and straightforward.

On MOTION by Mr. Kemmish seconded by Mr. Raybuck, with Mr. Kemmish, Mr. Raybuck and Mr. Hoffman voting aye and Mr. Riley and Dr. Entman voting nay, Addendum A to tennis guest passes was approved.

- Mr. John Gall addressed Kokomo's noting how pleased he is with it and the good food, drinks and service. He wanted to thank the Board and Ms. Gunia for it.
 - Mr. Hoffman complimented Ms. Gunia on the fantastic job setting it up.

- Ms. Cathy Wilson addressed the increased business traffic on Market Street due to Ms. Gunia’s hard work. The Food Truck Friday’s are phenomenal. She brought an artisan market also. The vendors were thrilled and have committed to the next two months along with a Farmer’s Market.
- Ms. Laurelle Zamperelli expressed her thanks to Mr. Hutcherson and his team for working on smoothing out the sidewalks and paths.

THIRD ORDER OF BUSINESS

Approval of the Minutes

A. August 22, 2018 Regular Meeting

On MOTION by Mr. Riley seconded by Mr. Kemmish, with all in favor, the minutes of the August 22, 2018 meeting were approved.

B. August 29, 2018 Continued Meeting

- Dr. Entman addressed the notation that an item would be placed on the agenda for the next meeting. It was addressed at the second continuation so it is not a correct statement.

On MOTION by Mr. Kemmish seconded by Mr. Raybuck, with all in favor, the minutes of the August 29, 2018 continued meeting were approved.

C. Discussion of Open Items

- Discussion followed on the FirstService Residential contract.
 - Mr. Mobley noted there is no additional charge for the insurance coverage.
 - Ms. Buchanan addressed the insurance language with the CDD provider. The provider is requesting that 5.1 D be removed from the contract. She does not believe this prohibits the CDD from moving forward with the contract. What she would do is for them to say everybody agrees this is final form with the understanding that it will be conformed to the CDD insurance policy. Whatever the CDD policy is will be reflected, period.
 - Mr. Raybuck inquired if the language as approved conflicts with the CDD policy.

- Ms. Buchanan responded yes. The provider is requesting the whole paragraph be deleted, but Ms. Buchanan believes the problematic language is 5.1 D(3) which references coverage for additional insured.
- Discussion continued with Mr. Hoffman noting he would like to have Board approval to sign the contract once the language is acceptable.

Mr. Kemmish MOVED to approve the FirstService Residential contract as amended to conform to the CDD insurance policy and authorizing the Chairman to execute the contract and Mr. Raybuck seconded the motion.

Dr. Entman MOVED to amend the motion stating there shall not be a price escalator in the agreement in Schedule I. Motion died for lack of a second.

On VOICE vote with Mr. Kemmish, Mr. Raybuck, Mr. Hoffman and Mr. Riley voting aye and Dr. Entman voting nay, the FirstService Residential contract, as amended to conform to the CDD insurance policy and authorizing the Chairman to execute the contract was approved.

FOURTH ORDER OF BUSINESS

Engineer's Report

A. Boardwalk Repair Update

- Mr. Stilwell reported the job is completed from a construction standpoint.
- Mr. Hoffman noted it is in great shape and looks wonderful. Mr. Stilwell and HPPM did a great job.
- Ms. Grossman reported the funds received to date for Hurricane Matthew is \$234,396. There is an additional \$171,504 approved by the State and awaiting checks to be processed. There is also \$127,306 that FEMA is waiting on the contractor's cancelled check documentation to reimburse. Those numbers are from Hurricane Matthew. From Hurricane Irma the total anticipated reimbursement is \$233,503.
- Ms. Buchanan noted Ms. Ciesla and her team have done a great job. There are several CDD's they have and MCCDD is the first she is aware of that has received such large payments as these.

- Discussion continued on the reimbursement from FEMA and the State of Florida and the impact to Fund Balance.
 - Dr. Entman requested an accounting of expenditures and receipts for the Boardwalk project including additional anticipated reimbursements.

**** Update on Pickleball Court**

- Mr. Stilwell reported there has been daily contact with the contractor trying to speed them up to get the project completed. The contractor states it will still be done on the 22nd.
- Mr. Hoffman inquired if these funds are coming out of the refi funds?
 - Mr. Stilwell noted this is correct. They are being billed through requisitions from the construction account.
- Mr. Stilwell reported the pavement rehabilitation for the roadways package is ready to go. Once Ms. Buchanan reviews it, it will be distributed.
 - They are setting up a standard bid package that meets all new EJCDC (Engineers Joint Contract Documents Committee) for this and the lighting.
- Mr. Kemmish inquired what the plans are for handling traffic.
 - Mr. Stilwell noted he will leave MOT to the contractor, but they will also have to work it out with the school district.
 - Mr. Kemmish noted if they come up with a date certain they can get the County to grade Regalo Road at that time.
- Dr. Entman inquired if FPL is doing the upgrade at no charge or if they are going to do it and then raise rates to pay for it.
 - Mr. Stilwell noted the changeover they are looking at would be through the contractor and would provide a reimbursement over the course of ten years.
 - Ms. Davis noted for the lighting, there was also lighting owned by FPL and they are doing theirs.
 - Mr. Hutcherson noted his understanding is the monthly fee currently paid to FPL would be reduced after the upgrade to LED lighting.
- Mr. Stilwell addressed the additional parking behind the amenity center.

- Mr. Kemmish questioned the handicapped parking in such a remote parking area.
- Mr. Stilwell noted they would need to look at the entire Village Center to determine if they need an additional handicap parking space.
- Mr. Hoffman inquired if there is a cost estimate.
- Mr. Stilwell noted probably \$150,000.
- Mr. Hoffman suggested tabling the matter at this time.
- Discussion followed on overnighting, commercial and condo overflow parking.
- Discussion followed on the CDD's ability to limit parking to 'tennis only' during daylight hours.
- Discussion ensued on what the parking lot was/is intended for.
- Data needs to be collected on the parking situation. Mr. Hutcherson will see if something can be done with the cameras to review the parking at different times.

FIFTH ORDER OF BUSINESS

Operations Manager's Report

- Ms. Grossman reviewed the operations report.
 - A. SJSO Off-Duty Roving Patrol Violation**
 - Ms. Grossman reviewed the Roving Patrol report.
 - B. Update on Pickleball Court**
Previously addressed.
 - C. Ratification of ADP Agreement**

On MOTION by Mr. Kemmish seconded by Mr. Raybuck, with all in favor, the ADP Agreement for HR and benefits administration was ratified.

SIXTH ORDER OF BUSINESS

Manager's Report

- A. Acceptance of the Arbitrage Rebate Report**
- Ms. Davis reviewed the Arbitrage Rebate Report noting based on the report, no rebate liability exists.

On MOTION by Mr. Kemmish seconded by Mr. Riley, with all in favor, the arbitrage rebate report was accepted.

- Discussion followed on the parcel that was for sale.
 - Ms. Davis noted it closed on July 27th and as part of the closing they paid down the bond debt, conveyed the pond to the District, paid the non-ad valorem assessments for the current fiscal year and paid the County for the back taxes and assessments.

EIGHTH ORDER OF BUSINESS

Attorney’s Report

There being nothing further, the next item followed.

NINTH ORDER OF BUSINESS

Supervisor Requests

- Dr. Entman addressed the method by which the Board considers item for motion noting his concern that they are violating open meeting laws by voting on items nobody knows about unless they are at the meeting.
 - He suggested a motion “no motion voted on by the Board shall become effective unless the topic of the motion was in the printed agenda for the meeting, supplied to the community and Board at least five days before the meeting and that all relevant printed materials be supplied five days before the meeting.” Or if some motion comes up that is determined by four out of the five Board members to be so important that it has to be voted on today or so unimportant there is no reason to push it over to the next meeting, then they can vote on it.
- This item tabled to the next meeting.
- Mr. Hoffman addressed the Property Manager being the only one to give direction to staff and certainly no Board member should tell a staff member their employment is in jeopardy. All communication should be through the Property Manager.
- Mr. Kemmish noted it is not a Board’s responsibility to do what was described and if anyone is doing so, they should stop.

- Ms. Davis noted the D&O Insurance Policy does not cover Supervisors when they are acting outside of the scope of their responsibility.

TENTH ORDER OF BUSINESS

**Acceptance of the August 2018
Financial Report and Approval of
Check Register and Invoices**

- Mr. Riley inquired about the Hines invoice for web filtering and patch links – what is it and why are they buying it?
 - Ms. Grossman noted she will research it and get back with Mr. Riley.
- Mr. Kemmish noted there was monies authorized in the budget for hardware and such. They should get going on it as long as it is within the budget.

On MOTION by Mr. Kemmish seconded by Mr. Raybuck, with all in favor, the August 2018 financials were accepted and the Check Register and Invoices were approved.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Kemmish seconded by Mr. Riley, with all in favor, the meeting was continued to October 3, 2018 at 4:00 p.m. at this location regarding transition items.

Janice Eggleton Davis
Secretary

Howard Hoffman
Chairman

Fourth Order of Business

4A.



**COMMUNITY DEVELOPMENT DISTRICT
FACILITIES SERVICES CONTRACT**

THIS CONTRACT ("Contract") is made and entered into on SEPTEMBER 20, 2018, by and between **MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized pursuant to Chapter 190, Florida Statutes, hereby referred to as "the District" ("District" or "CDD"), and **FIRSTSERVICE RESIDENTIAL FLORIDA, INC.**, a Florida Corporation ("FirstService").

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

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

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

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

2. **TERM AND TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. INTENTIONALLY OMITTED.

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

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

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

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

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

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

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

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

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

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

6. **COMPENSATION AND COST REIMBURSEMENT.**

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

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

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

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

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

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

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

7. **ENGAGEMENT OF EMPLOYEES BY DISTRICT.** The District recognizes that FirstService is engaged in the specialized and competitive property management and maintenance business and FirstService invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce. Accordingly, the District covenants and agrees that it shall not hire, employ, or otherwise engage any employees, prospective employees FirstService presents for consideration, or former employees who provided services to the District, or contract with or in any way engage the services of any firms employing any such employees, prospective employees FirstService presents for consideration, or former employees of FirstService while this Contract remains in force and continuing for a period of 12 months following the end of the Contract relationship between the parties hereto. For this purpose, "employees, prospective employees FirstService presents for consideration, or former employees" are those individuals currently or formerly employed by FirstService who provided services to the District, or prospective employees who were presented to the District for consideration, at any time during the 12 month period prior to the end of the Contract relationship between the parties hereto. Should the District violate this paragraph, it agrees to pay, as liquidated damages, and not a penalty, the sum of 30% of the annual salary/wages of said employee(s) at time of termination or resignation of said employee(s) by or from FirstService. The provisions set forth in this paragraph shall survive the termination or expiration of this Contract.

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

To District:

Marshall Creek Community Development District
175 Hampton Point Drive, Suite 2
St. Augustine, FL 32092
Attn: Janice Eggleston Davis

With a copy to:

Hopping, Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, FL 32301
Attention: Katie S Buchanan

To FirstService:

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

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

9. **LIABILITY.**

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

9.2 FirstService will, and does hereby agree to indemnify and hold harmless the District, its officers, agents, servants and employees from any liabilities, damages, costs, penalties, fines, fees, losses, suits, demands,

causes of action, judgments, obligations, claims and expenses, including, but not limited, to reasonable attorneys' fees and associated costs (whether pre-trial, at trial, mediation or at arbitration and/or in connection with any appeals) incurred, sustained, arising out of or connected with any injury to person or property to the extent finally adjudicated to have resulted from the negligent acts or omissions, willful misconduct or material breach of this Contract by FirstService, its affiliated entities, partners, officers, directors, agents, servants or employees.

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

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

10. MISCELLANEOUS.

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

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

10.3 INTENTIONALLY OMITTED.

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

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

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

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

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

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

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

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

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

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

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

12. **SPECIAL TERMS.**

12.1. **Manager Performance.**

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

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

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

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

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

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

IF FIRSTSERVICE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIRSTSERVICE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (904) 940-6044, SANDRA.DEMARCO@INFRAMARK.COM, OR AT 175 HAMPTON POINT DRIVE, SUITE 4, ST. AUGUSTINE, FLORIDA 32092.

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

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

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

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

SECURITY DISCLAIMER. FirstService shall not in any way be considered an insurer or guarantor of security within the property. Neither shall FirstService be held liable for any loss or damage by reason of failure to provide adequate security nor for ineffectiveness of security measures undertaken. The Board of Supervisors on behalf of the District, owners and occupants, tenants, guests and invitees, as applicable, acknowledge that FirstService does not represent or warrant that any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol

services, surveillance equipment, monitoring devices, security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services will provide the detection or protection for which the system is designed or intended. The Board of Supervisors on behalf of the District, each Owner and occupant of any dwelling and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that FirstService is not an insurer and that each Owner and occupant of any Unit/Lot and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Units/Lots and to the contents of Units/Lots and further acknowledges that FirstService has made no representations or warranties nor has the District, any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services recommended or installed or any security measures undertaken within the property.

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

Witness as to District:
Helen Ciesla
Signature
HELEN CIESLA
Printed Name

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

Noreen Hoffman
Signature
CHAIRMAN MCCTD BOARD
Printed Title

Witness as to FirstService:
Pascale Kowalski
Signature
Pascale Kowalski
Printed Name

FIRSTSERVICE RESIDENTIAL FLORIDA, INC.

[Signature]
Signature
pres. NP-FL
Printed Title

Initial *[Signature]* Initial *[Signature]*

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

ADMINISTRATIVE MANAGEMENT

Includes supervising regional director and FSRConnect

<u>EFFECTIVE</u>	<u>MONTHLY</u>
December 2018	\$5,417.00
January 2020	\$5,580.00
January 2021	\$5,747.00

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

ON-SITE STAFF (IF APPLICABLE)

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

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

Labor rate as stipulated above includes, but is not limited to, social security tax, federal/state unemployment tax, workers' compensation insurance, FirstService's contribution to employee 401(k) benefit, drug testing, criminal background checks, recruitment expense, payroll processing and human resource administration.

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

1. Single standard medical benefits shall be offered to all eligible on-site staff members who are employees of FirstService at a shared premium between the District and the employee. The District's contribution is subject to increase on an annual basis. The contribution for such coverage is due in full as to any employee that elects coverage and is employed as of the first of the month, and there is no credit or pro-rata return of any portion of the monthly contribution should an employee be on FMLA leave, resign, be terminated or transferred after the first of the month.
2. The District is responsible to pay for employees paid time off for holidays, vacation, and personal time off ("PTO") as stipulated in FirstService's standard employment policies.

SCHEDULE II
MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

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

**SCHEDULE III
MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT**

CDD Assistant Manager

Manages resident relations for new owners and residents

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

Manages access device process and software

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

Processes CDD invoices; administers accounts payable and cash receipts process

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

Maintains and updates CDD website

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

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

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

Serves as primary human resources contact for all employees

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

CDD General Manager

General management

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

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

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

Coordinates all on-site personnel

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

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

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

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

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

Coordinates all emergency procedures regarding District facilities and operations

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

Assists Board of Supervisors with preparation of annual operating budget

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

Maintains positive relationship with community residents

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

District activities

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

Primary point of contact for MCCDD Board of Supervisors

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



FirstService
RESIDENTIAL

**ADDENDUM TO COMMUNITY DEVELOPMENT DISTRICT
FACILITIES SERVICES CONTRACT**

THIS ADDENDUM ("Addendum") is made and entered into on SEPT 26, 2018, by and between MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized pursuant to Chapter 190, Florida Statutes, hereby referred to as "the District" ("District" or "CDD") and FIRSTSERVICE RESIDENTIAL FLORIDA, INC., a Florida corporation ("FirstService").

WHEREAS, the District and FirstService entered into that certain Facilities Services Contract dated September 20, 2018 (the "Contract"); and

WHEREAS, the Contract provides for a term expiring on December 31, 2021; and

WHEREAS, the District and FirstService have agreed to amend the Contract as more particularly set forth herein;

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

1. All of the statements contained in the above recitations are true and correct and are hereby incorporated by reference.
2. Paragraph 12 of the Contract, entitled *Special Terms*, is hereby modified as follows:

a. Subparagraph 12.4 is deleted and replaced with the following:

"Engagement of Employees Exclusion. The provisions set forth in Paragraph 7 of this Contract do not apply to any personnel employed by the District prior to the inception of the relationship between the District and FirstService, which personnel are as follows: Jack Adzema, Kathleen Andrews, Autumn Baker, Eliza Balazic, Julie Balazic, Riley Balazic, William Barnes, Cheryl Blythe, Joanne Booher, Sara Brady, Hunter Brooks, Brittney Burgess, Hayley Capitano, Ryan Dalton, Dallas Demore, Kelli Dodd, Kevin Elliott, Chris Emerson, Tyler Emmett, Anthony Fagan, Maxwell Fine, Anthony Giordano, Jeff Golden, Jevon Green, Erin Gunia, Petal Hinkle, Roy Hutcherson, Max Jackson, Chance Jordan, Melissa Kalke, Kenneth Keene, Matthew Kerekes, Ava King, Piper King, Ryan Kirk, Emily Kuhn, William Lee, Scott Lefteris, William Lessig, Robert Linkletter, Timothy Ludwig, Karyn Lynch, Larry Shane Mahn, Sierra Maingot, Paul Masters, Keith Matthews, Carlos Maymi, Roslyn Mccaleb, Priscilla Meyer, Brian O'Donoghue, Attabela Perez, Jennifer Pickett, Lawrence Pulak, Harold Roche, Todd Salmon, Sarah Shiver, Logan Sincavage-Cooper, James Smeland, Chauncey Smith, Zachary Smith, Kløn Sribanditmongkol, Diane Stoeber, Meghan Stritof, Chatree Suphakorn, Mary Tatum, Jordan Triplett, Liana Valla, Jamie Wagenaar, Kelley Wilson and Jennifer Wolfe."

3. Except as herein modified, all of the terms and conditions of the Contract and all of the rights and responsibilities of the parties with respect to the Contract are hereby ratified and shall remain in full force and effect.

Initial  Initial 

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

Witness as to District
Helen Ciesla
Signature
HELEN CIESLA
Printed Name

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
[Signature]
Signature
CHAIRMAN MCD
Printed Title

Witness as to FirstService:
Pascale Kowalski
Signature
Pascale Kowalski
Printed Name

FIRSTSERVICE RESIDENTIAL FLORIDA, INC.
[Signature]
Signature
MDA, NO. FL
Printed Title

Initial [Signature] Initial [Signature]

4B

RESOLUTION 2019- 1

A RESOLUTION OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ACCEPTANCE OF DEDICATION OF CERTAIN COMMON AREAS WITHIN THE DISTRICT; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Marshall Creek Community Development District (“District”) is a local unit of special-purpose government established, pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (“Uniform Act”) by St. Johns County Ordinance 99-54; and

WHEREAS, pursuant to the Uniform Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure including but not limited to roadways, stormwater management facilities, utilities, security facilities and recreation facilities within the District; and

WHEREAS, consistent with the District’s Engineer’s Report, the District presently owns and operates roadways, stormwater management facilities, utilities, security facilities and recreation facilities within the District; and

WHEREAS, Marshall Creek, LTD (“Developer”), presently owns certain common areas (“Property”), which Property is described in **Exhibit A** attached hereto; and

WHEREAS, the Developer desires to dedicate the Property to the District at no cost; and

WHEREAS, because the District already owns and operates various roadways, stormwater management facilities, utilities, security facilities and recreation facilities, the District agrees to accept a dedication of the Property.

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

Section 1. Conveyance of the Property. The Board of Supervisors hereby authorizes the dedication of the Property to the District at no cost to the District by deed substantially in the form set forth in **Exhibit B**, which dedication may occur in one or more transactions. The Board of Supervisors further authorizes the dedication of certain improvements on the Property at no cost to the District by bill of sale substantially in the form set forth is **Exhibit C**, subject to the execution of a certificate by the District’s Engineer substantially in the form set forth in **Exhibit D**.

Section 2. 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 3. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the District's Board of Supervisors.

Introduced, considered favorably, and adopted this _____ day of _____, 2018.

ATTEST:

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

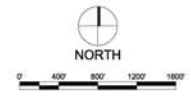
Its: _____

- Exhibit A:** Property Description
- Exhibit B:** Form of Deed and Bill of Sale
- Exhibit C:** Bill of Sale
- Exhibit D:** Engineer's Certificate

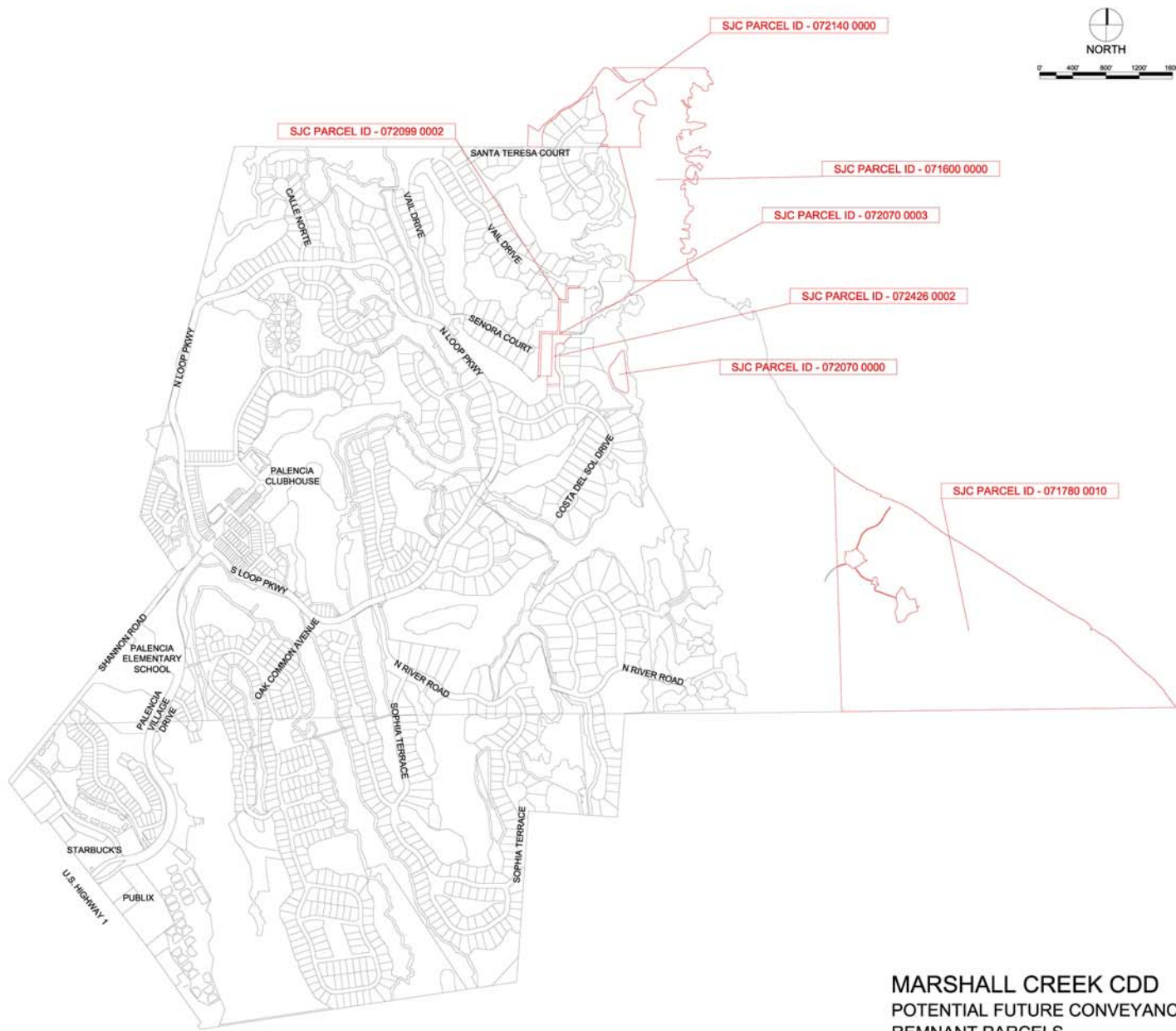
Exhibit A



MARSHALL CREEK CDD
PROPOSED CONVEYANCE
REMNANT PARCELS
SEPTEMBER 18, 2018
SHEET 1 OF 3



MARSHALL CREEK CDD
PROPOSED CONVEYANCE
REMNANT PARCELS
OCTOBER 5, 2018
SHEET 2 OF 3



MARSHALL CREEK CDD
POTENTIAL FUTURE CONVEYANCE
REMNANT PARCELS
 SEPTEMBER 18, 2018
 SHEET 3 OF 3

Exhibit B to Resolution 2019- 1

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
THOMAS M. JENKS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FLORIDA 32202

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is made effective _____, 2018, by **MARSHALL CREEK, LTD.**, a Florida limited partnership (“**Grantor**”), in favor of **MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special-purpose unit of local government created and existing pursuant to Chapter 190, Florida Statutes, whose address is 175 Hampton Point Drive, Suite 4, St. Augustine, Florida 32092 (“**Grantee**”).

WITNESSETH, that Grantor, for valuable consideration which is hereby acknowledged, does hereby release, remise, and quit claim unto Grantee, and its successors and assigns forever, all of Grantor’s right, title, interest, claim and demand, if any, in the land, situate, lying and being in St. Johns County, Florida, as more particularly described **on Exhibit “A”** attached hereto and made a part hereof (the “**Property**”).

TO HAVE AND TO HOLD the Property, together with the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the benefit of Grantee and its successors and assigns forever.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its name effective the day and year first above written.

Signed sealed and delivered
in the presence of:

“GRANTOR”

MARSHALL CREEK LTD., a Florida
limited partnership

By: Hines/Marshall Creek, Ltd., a Florida
limited partnership, its sole general
partner

By: Hines Management, L.L.C., a Delaware
limited liability company, its sole
general partner

By: Hines Interests Limited Partnership, a
Delaware limited partnership, its sole
member

By: Hines Holdings, Inc., a Texas
corporation, its sole general partner

Print Name:_____

By:_____
Michael J. Harrison, as Senior Managing
Director

Print Name:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by Michael T. Harrison the Senior Managing Director of Hines Holdings, Inc., a Texas corporation, as 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, the sole general partner of Hines/Marshall Creek, Ltd., a Florida limited partnership, the sole general partner of MARSHALL CREEK, LTD., a Florida limited partnership, on behalf of the partnership.

Notary Public, State of _____ at Large
Print Name:_____
My Commission Expires:_____
He/she is: [check one]:
Personally known _____
OR Produced I.D. _____
Type of I.D. Produced _____

EXHIBIT "A"
(composite)

(The "Property")

All lands owned by Grantor as of the date of this Quit Claim Deed that are located within the following described real property:

**REVISED P.U.D. LEGAL DESCRIPTION OF THE MARSHALL CREEK
DEVELOPMENT, ST. JOHNS COUNTY, FLORIDA**

THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND LYING AND BEING IN THE COUNTY OF ST. JOHNS AND THE STATE OF FLORIDA, SAID LANDS DESCRIBED AS ALL OF THE THERESA MARSHALL, JUANNA PAREDES, JAMES ARNAU AND CLARA P. ARNAU GRANTS DESIGNATED ON THE UNITED STATES GOVERNMENT PLAT OF SURVEY AS SECTIONS 44, 53, 54, 55, 56, 57, 58, 59, ALSO A PORTION OF SECTION 60, OF THE THERESA MARSHALL GRANT, A PORTION OF SECTION 45 OF THE JAMES ARNAU GRANT, A PORTION OF THE ROQUE LEONARDI GRANT, KNOWN AS SECTION 61, ALL OF FRACTIONAL SECTION 34, A PORTION OF FRACTIONAL SECTION 33, ALL IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, TOGETHER WITH A PORTION OF SECTIONS 3 AND 4, TOWNSHIP 6 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE POINT OF BEGINNING COMMENCE AT A 4"X4" CONCRETE MONUMENT WITH A 1" DISK (HAVING NO SURVEYOR'S IDENTIFICATION) FOUND AT THE INTERSECTION OF THE SOUTHERLY LINE OF LANDS DESCRIBED AS PARCEL "2" IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 883, PAGE 200 WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHWESTERLY, ALONG LAST SAID RIGHT-OF-WAY LINE, THE FOLLOWING 7 COURSES: COURSE NO. 1 - NORTH 37°50'32" WEST, 54.90 FEET TO A SET 4"X4" CONCRETE MONUMENT STAMPED "LB-4622"; COURSE NO. 2 - NORTH 52°09'28" EAST, 52.80 FEET TO A SET 4"X4" CONCRETE MONUMENT STAMPED "LB-4622"; COURSE NO. 3 - NORTH 35°19'10" WEST, 1,067.29 FEET TO A FOUND 6"X6" CONCRETE STATE ROAD DEPARTMENT RIGHT-OF-WAY MONUMENT; COURSE NO. 4 - NORTH 37°47'03" WEST, 520.72 FEET TO A FOUND 6"X6" CONCRETE STATE ROAD DEPARTMENT RIGHT-OF-WAY MONUMENT; COURSE NO. 5 - NORTH 38°30'42" WEST, 1,472.43 FEET TO A FOUND 6"X6" CONCRETE STATE ROAD DEPARTMENT RIGHT-OF-WAY MONUMENT; COURSE NO. 6 - SOUTH 62°29'49" WEST, 84.47 FEET TO A FOUND 6"X6" CONCRETE STATE ROAD DEPARTMENT RIGHT-OF-WAY MONUMENT; COURSE NO. 7 - NORTH 37°50'32" WEST, 648.41 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "LB-4622" SET AT THE INTERSECTION OF THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 WITH A LINE DESCRIBED AS A BOUNDARY LINE AGREEMENT BETWEEN GRAN CENTRAL CORP. AND GENESIS I LIMITED PARTNERSHIP, AS INTENDED TO BE DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 878, PAGE 1190,

SAID INTERSECTION POINT ALSO BEING THE MOST SOUTHERLY CORNER OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 2627, PAGE 398; THENCE NORTH 37°54'50" WEST, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, THE SAME BEING THE SOUTHWESTERLY LINE OF LAST MENTIONED LANDS, 816.30 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE NORTH 88°07'45" EAST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, 1,049.42 FEET TO THE NORTHEASTERLY CORNER THEREOF ON THE AFOREMENTIONED BOUNDARY LINE AGREEMENT BETWEEN GRAN CENTRAL CORP. AND GENESIS LIMITED PARTNERSHIP; THENCE ALONG THE LINE DESCRIBED IN SAID BOUNDARY LINE AGREEMENT, THE SAME BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SHANNON ROAD (A 60-FOOT RIGHT-OF-WAY AS MENTIONED IN SAID BOUNDARY LINE AGREEMENT), THE FOLLOWING 2 COURSES: COURSE NO 1 - NORTH 38°53'53" EAST, 2269.22 FEET TO A 0.5 FOOT DIAMETER CONCRETE MONUMENT STAMPED "FLORIDA EAST COAST RAILWAY CO., LB-169" AT A POINT OF CURVATURE; COURSE NO. 2 - THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 730.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 42°38'24" EAST, 95.28 FEET TO A FOUND 0.5 FOOT DIAMETER CONCRETE MONUMENT STAMPED "FLORIDA EAST COAST RAILWAY CO., LB-169"; THENCE CONTINUE ALONG SAID BOUNDARY LINE AGREEMENT, THE FOLLOWING 4 COURSES: COURSE NO. 1 - NORTH 33°37'31" WEST, 809.97 FEET TO A FOUND 4"X4" CONCRETE MONUMENT WITH A 1" DISK (HAVING NO SURVEYOR'S IDENTIFICATION); COURSE NO. 2 - NORTH 14°22'53" EAST 4,585.21 FEET TO A 4"X4" CONCRETE MONUMENT SET AT THE SOUTHWESTERLY CORNER OF PARCEL "B", AS INTENDED TO BE DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 878, PAGE 1184; COURSE NO. 3 - SOUTH 89°57'27" EAST, 2,024.01 FEET TO A 0.5 FOOT DIAMETER CONCRETE MONUMENT STAMPED "FLORIDA EAST COAST RAILWAY CO., LB-169" FOUND AT THE SOUTHEASTERLY CORNER OF SAID PARCEL "B"; COURSE NO. 4 - CONTINUE SOUTH 89°57'27" EAST, 2,463.20 FEET TO A 0.5 FOOT DIAMETER CONCRETE MONUMENT STAMPED "FLORIDA EAST COAST RAILWAY CO., LB-169", SAID MONUMENT BEING POINT "B-1"; THENCE NORTH 89°57'27" WEST, 41 FEET, MORE OR LESS, TO THE WESTERLY EDGE OF MARSH OF THE TOLOMATO RIVER; THENCE GENERALLY IN A SOUTHERLY DIRECTION, ALONG SAID WESTERLY EDGE OF MARSH OF THE TOLOMATO RIVER, 6,400 FEET, MORE OR LESS, TO A 4"X4" CONCRETE MONUMENT STAMPED "LB-4622" SET AT A POINT WHERE THE SAID WESTERLY EDGE OF MARSH OF THE TOLOMATO RIVER INTERSECTS THE NORTHERLY EDGE OF MARSH OF MARSHALL CREEK, SAID MONUMENT BEING POINT "B-7", WHICH BEARS SOUTH 04°57'23" EAST, 4282.33 FEET FROM SAID POINT "B-1"; THENCE SOUTH 74°22'23" EAST, 58 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF MARSHALL CREEK AS ESTABLISHED BY "MEAN HIGH WATER LINE SURVEY" BY PRIVETT AND ASSOCIATES OF FLORIDA, INC. (DRAWING NO. B-97-025, DATED: OCTOBER 1, 1997) AND RECORDED IN THE PUBLIC REPOSITORY OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING AS MEAN HIGH WATER SURVEY FILE 1754; THENCE GENERALLY IN A WESTERLY DIRECTION, ALONG THE NORTHERLY MEAN HIGH WATER LINE OF SAID MARSHALL CREEK, 3,000 FEET, MORE OR LESS, TO THE HEAD OF THE TIDE IN MARSHALL CREEK; THENCE GENERALLY IN AN EASTERLY DIRECTION, ALONG THE SOUTHERLY MEAN HIGH WATER LINE OF SAID MARSHALL CREEK, 5,200 FEET, MORE OR LESS, TO A POINT THAT BEARS SOUTH 74°22'23" EAST, 592 FEET, MORE OR LESS, FROM AFOREMENTIONED POINT "B-7"; THENCE SOUTH 74°22'23"

EAST, 82 FEET, MORE OR LESS, TO A 4"X4" CONCRETE MONUMENT STAMPED "LB-4622" SET AT A POINT WHERE THE SOUTHERLY EDGE OF MARSH OF SAID MARSHALL CREEK INTERSECTS THE WESTERLY EDGE OF MARSH OF THE TOLOMATO RIVER, SAID MONUMENT BEING POINT "B-8", WHICH BEARS SOUTH 74°22'23" EAST, 673.68 FEET FROM AFOREMENTIONED POINT "B-7"; THENCE GENERALLY IN A SOUTHERLY DIRECTION, ALONG SAID WESTERLY EDGE OF MARSH OF THE TOLOMATO RIVER, 4,700 FEET, MORE OR LESS, TO A FOUND 4"X4" CONCRETE MONUMENT WITH REBAR (HAVING NO SURVEYOR'S IDENTIFICATION), SAID MONUMENT BEING POINT "B-6", WHICH BEARS SOUTH 12°33'27" EAST, 2,358.07 FEET FROM AFOREMENTIONED POINT "B-8", SAID POINT BEING THE NORTHEAST CORNER OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 943, PAGE 1057; THENCE SOUTH 87°19'38" WEST, ALONG THE NORTH LINE OF LAST MENTIONED LANDS, 1,323.87 FEET TO A 4"X4" CONCRETE MONUMENT WITH A 2" DIAMETER DISC STAMPED "S.J.S.C. LB-4888" FOUND AT THE NORTHWESTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 943, PAGE 1057; THENCE SOUTH 04°00'44" WEST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, 1252.54 FEET TO A 4"X4" CONCRETE MONUMENT WITH A ½" IRON PIPE STAMPED "PLS-983" FOUND AT THE SOUTHWESTERLY CORNER OF LAST MENTIONED LANDS; THENCE NORTH 85°54'48" WEST, ALONG THE NORTHERLY LINE OF HILLANDALE ACRES (AN UNRECORDED SUBDIVISION OF LOT 10, WHITE CASTLE FARMS, ALSO UNRECORDED) AS FOUND MONUMENTED, 1070.34 FEET TO A DISTURBED CONCRETE MONUMENT WITH A ½" IRON PIPE FOUND AT THE NORTHWESTERLY CORNER OF SAID HILLANDALE ACRES; THENCE SOUTH 04°01'54" WEST, ALONG THE WESTERLY LINE OF SAID HILLANDALE ACRES AND ALONG THE WESTERLY LINE OF SAID WHITE CASTLE FARMS, THE SAME BEING THE EASTERLY LINE OF LANDS DESCRIBED AS PARCEL "2" IN SAID OFFICIAL RECORDS IN BOOK 883, PAGE 200, 1764.59 FEET TO THE NORTHERLY CORNER OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS IN BOOK 987, PAGE 1306; THENCE SOUTH 42°35'22" WEST, ALONG THE NORTHWESTERLY LINE OF LAST MENTIONED LANDS, 465.98 FEET TO THE SOUTHWESTERLY CORNER OF SAID LANDS, THE SAME BEING THE SOUTHERLY LINE OF SAID LANDS DESCRIBED AS PARCEL "2" IN OFFICIAL RECORDS BOOK 883, PAGE 200; THENCE SOUTH 81°31'55" WEST, ALONG LAST SAID SOUTHERLY LINE, 3549.69 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1,366 ACRES, MORE OR LESS, AND EXCEPTING THEREFROM THE FOLLOWING 3 TRACTS OR PARCELS OF LAND:

EXCEPTION NO. 1 - WILLIAMS NORTH PARCEL:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE ROQUE LEONARDI GRANT, SECTION 61, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID LAND BEING A RESIDUE PARCEL OF LANDS NOW OR FORMERLY OF W.R. SHANNON AS DESCRIBED IN DEED RECORDED IN DEED BOOK 176, PAGE 10 OF THE PUBLIC RECORDS OF SAID COUNTY AND LANDS NOW OR FORMERLY OF JOHN E. SHANNON AS DESCRIBED IN DEED RECORDED IN DEED BOOK 190, PAGE 417 OF THE PUBLIC RECORDS OF SAID COUNTY; SAID RESIDUE LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 61 AND RUN NORTH 4°30' EAST, 210 FEET TO THE SOUTHEAST CORNER OF SAID W.R. SHANNON; THENCE RUN WEST, ALONG THE SOUTH LINE OF LAST MENTIONED

LANDS, THE SAME BEING THE SOUTH LINE OF PARCEL 3B OF THOSE CERTAIN LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 719, PAGE 1109, 471 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LAST MENTIONED LANDS FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE WEST ALONG THE SOUTH LINE OF SAID LANDS OF W.R. SHANNON, THE SAME BEING THE NORTH LINE OF PARCEL 3C OF THOSE CERTAIN LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 719, PAGE 1109, 17 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH, ALONG A WEST LINE OF SAID PARCEL 3C, 182 FEET TO A POINT; THENCE RUN WEST, ALONG A NORTH LINE OF SAID PARCEL 3C, 240 FEET TO A POINT ON THE EAST LINE OF PARCEL "BB" OF THOSE CERTAIN LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 814, PAGE 19; THENCE RUN NORTH, ALONG LAST MENTIONED EAST LINE, 182 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN WEST, ALONG THE NORTH LINE OF LAST MENTIONED LANDS, 1.6 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PARCEL "AA" OF THOSE CERTAIN LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 814, PAGE 19; THENCE RUN NORTH, ALONG THE EAST LINE OF LAST MENTIONED LANDS, 179.77 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN EAST, ALONG THE SOUTH LINE OF THOSE CERTAIN LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 928, PAGE 248, 66 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH, ALONG THE EAST LINE OF LAST MENTIONED LANDS, 180.67 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 770, PAGE 218; THENCE RUN EAST, ALONG THE SOUTH LINE OF LAST MENTIONED LANDS, 210 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER THEREOF ON THE WEST LINE OF PARCEL 3A OF THOSE CERTAIN LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 719, PAGE 1109; THENCE RUN SOUTH, ALONG THE WEST LINE OF LAST MENTIONED LANDS AND THE WEST LINE OF SAID PARCEL 3B, 348 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 3 ACRES, MORE OR LESS.

EXCEPTION NO. 2 - WILLIAMS EASEMENT PARCEL:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 61, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF LANDS DESCRIBED AS PARCEL 5 IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 719, PAGE 1109; THENCE NORTH 74°31'53" WEST, 115.84 FEET TO THE SOUTHWEST CORNER OF THE WILLIAMS PROPERTY AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE THE FOLLOWING (3) COURSES ALONG THE WESTERLY LINE OF SAID WILLIAMS PROPERTY: COURSE NO. 1 - NORTH 01°35'03" EAST, 182.00 FEET; COURSE NO. 2 - SOUTH 87°10'54" EAST, 1.54 FEET; COURSE NO. 3 - NORTH 01°05'27" EAST, 179.71 FEET TO A NORTHWEST

CORNER OF SAID WILLIAMS PROPERTY; THENCE NORTH 79°16'23" WEST, 20.25 FEET; THENCE SOUTH 01°35'03" WEST, 364.88 FEET; THENCE SOUTH 88°23'27" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.17 ACRES, MORE OR LESS AND IS THE SAME LANDS AS DESCRIBED IN DEED RECORDED ON THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 1593, PAGE 1772.

EXCEPTION NO. 3 – WILLIAMS SOUTH PARCEL:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 44, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 500 FEET OF THE NORTHERLY 710 FEET OF THE WESTERLY 128 FEET OF THE FOLLOWING DESCRIBED PARCEL: BEGIN AT THE NORTHEAST CORNER OF SECTION 44, TOWNSHIP 5 SOUTH, RANGE 29 EAST, THENCE NORTH, 208 FEET TO THE POINT OF BEGINNING; THENCE WEST, 963 FEET; THENCE SOUTH, 990 FEET; THENCE EAST, 804.7 FEET; THENCE NORTHERLY 11°26' EAST TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.47 ACRES, MORE OR LESS.

FURTHER EXCEPTING FROM THE LANDS CONVEYED HEREBY, THE FOLLOWING ADDITIONAL TRACTS OR PARCELS OF LAND:

Tract A of the plat of Paseo Reyes recorded in Map Book 54, pages 10 and 11, of the public records of St. Johns County, Florida.

Lots 4 and 5 of the plat of Marshall Creek DRI Unit 9A recorded in Map Book 79, pages 85 and 86, of the public records of St. Johns County, Florida.

[Insert additional less and except parcels pending finalization of title search.]

NOTE: It is intended that this Quit Claim Deed shall convey to Grantee, the lands that are described by the records maintained by the St. Johns County, Florida Property Appraiser as of the date of this Quit Claim Deed as follows:

071990-0001 – DOR Code 9500 (Rivers Lakes & Submerged) – acreage .01

1-A PT OF SECS 34 45 57 & 58 LYING S OF MARSHALL CREEK TIDAL AREA - THAT PT OF PARCEL 13 IN TOWNSHIP 5 SOUTH & BEING PT OF WETLANDS "HHH" & "EEE" EXCEPTED FROM MARSHALL CREEK COMM DEV DISTRICT (EX PT PLAT AS MARSHALL CRK DRI UT EV-2/ SV-1 UT 1) (EX PT OF CON EASES TO MCCDD IN OR3147/1648) OR1757/1146

071990-0130 – DOR code 9500 (Rivers Lakes & Submerged) – acreage 1.18

1-13 PT OF SECS 34 45 57 & 58 LYING S OF MARSHALL CREEK TIDAL AREA - PTS OF PARCELS 13 & 8 LYING IN TOWNSHIP 5 SOUTH & LYING IN MARSHALL CREEK COMM DEV DISTRICT (EX PT PLATTED IN MARSHALL CRK DRI UT EV-2/SV-1 UT 1) (EX PT PLATTED IN MARSHALL CREEK DRI UNIT SV-2) (EX PT PLATTED IN MARSHALL CREEK DRI UNIT SV-1 (EX PT PLATTED AS MARSHALL CREEK DRI UNIT EV-1) (EX PT TO MCCDD IN OR2570/1061) (EX PT OF CON EASES TO MCCDD IN OR3147/1648) (EX PT TO GOLF COURSE IN OR3637/368) (EX MARSHALL CREEK DRI UNITSV-2A MB75/27-28) OR1757/1146(PCL 13)& 1709/443 (PCL 8)

072070-0000 DOR code 0000 (Vacant Residential) – acreage 4.81

1 PT OF SECS 33 34 45 53 54 55 56 57 58 & 60 DESCRIBED IN OR1431/504 - LYING WITHIN THE MARSHALL CK COMM DEV DISTRICT (LESS PT PLATTED IN MB41/52 MARSHALL CK DRI UT 1)(LESS PT PLATTED IN MB41/98-103 MARSHALL CK DRI UT A-1)(LESS PT PLAT IN MB42/6-8 MARSHALL CK DRI UT B-1)(LESS PT PLATTED IN MB42/1-3 MARSHALL CK DRI UT C-1)(LESS PT PLATTED IN MB43/ 3-6 MARSHALL CK DRI UT SV-4) (EX PT PLATTED IN MB43P61-64 MARSHALL CK UT EV-3)(EX PT IN MARSHALL CK DRI VILLAGE CENTER 1) & THAT PT OF DEED PARCELS 6 9 10 11 12 & 13 IN MCCDD & PT ALL PARCELS 14 15 19 20 21 22 & 23 & PT PARCELS 16 17 18 24 25 26 & 27 IN MCCDD (EX TRACT A IN OR1709/486) (EX TRACTS B C D-6 & E IN OR1709/669 & EX TRACT D-1 IN OR1709/564 & EX TRACTS D-7 D-8 & D-9 IN OR1791 /833 & EX TRACT D-11 IN OR1791/838) & INCL TRACT D-10 (EX PT PLAT AS MARSHALL CREEK DRI UNIT SV-2) & INCL PTS OF MCCDD EXPANSION PARCELS D & E IN TWNS 5S RNG 29E & INCL PTS OF PARCELS 33 34 & 37 (EX TRACTS F-2 & F-3 OR1944/1285 & EX TRACTS F-1 F-4 F-5 & G IN OR1944/1169) (EX PT TO MCCDD IN OR1978/90)(EX PT PLATTED IN MARSHALL CRK DRI UT MUB-2) & INCL PTS OF PARCELS 40 & 41 & INCL TRACTS F-14 F-15 G-1 G-2 G-3 G-4 & G-5 & INCL TRACTS B-1 F-11 F-12 F-13 & E-2 E-3 & E-4(EX PT PLAT AS MC DRI NORTH LOOP PARKWAY) (EX TRACTS F-8 F-16 & F-17 IN OR2072/998)(EX TRACTS B-2 B-3 F-6 F-7 F-9 & F-10 IN OR2072/1004) (EX TRACT E-5 IN OR2072/1013)(EX PT PLAT IN MARSHALL CRK DRI UT EV-10) (EX PT PLATTED IN MARSHALL CRK DRI VILLAGE CENTER UNIT 2) (EX TR B-6 NOW PT MB50/59-60) (EX PT PLAT AS MARSHALL CREEK DRI VILLAGE CENTER UNIT 4) & INCL PTS OF PARCELS 50 & 52 IN MCCDD (EX PT PLAT AS MARSHALL CREEK DRI UNIT MV-3) & PARCEL 56 (EX PT NOT IN CDD) (EX PT PLATTED AS MARSHALL CREEK DRI UNIT EV-5)(EX PT PLATTED AS MARSHALL

CREEK DRI UNIT EV-6)(EX PT OF TRACT A TO SJC IN OR2549/1949) (EX PTS TO CDD IN OR2570/1061) (EX PT TO MARSHALL CREEK DRI UNIT EV-9) (EX PALENCIA N PH 1 SOUTH ENTRANCE IN OR2908/1931) (EX PT TO MARSHALL CREEK DRI UNIT EV-7/EV-8) (EX PT PLAT AS MARSHALL CREEK DRI NORTH LOOP PARKWAY GUARDHOUSE) (EX POND PARCELS TO MCCDD IN OR3162/52) (EX PT SHANNON RD SJC RES# 2005-206 IN OR2515/1877) (EX CON EASES TO MCCDD IN OR3147/1648) (EX PTS OF BOARD- WALK PRCLS IN OR3181/1200) (EX PT TO SCHOOL BOARD IN OR3316/1760) (EX .06AC TO MCCDD IN OR3500/1531) (EX .04AC TO SWCKCDD IN OR3500/1536) (EX .24AC TO MCCDD IN OR3500/1540) (EX PTS TO MCCDD IN OR3613/149 & OR3631/1939) & INCL ADD'L PTS TO GOLF HOLES 1 8 10 16 & 18 & PATH FROM MCCDD IN OR3613/134 (EX ALL OF GOLF COURSE PARCELS DESCRIBED IN OR3637/368) (EX .11AC PT OF MARSHALL CREEK DRI UT EV7A/EV8A MB68/89-91) (EX PTS TO CDD IN OR3678/910) (EX MARSHALL CREEK DRI UNIT SV-2A MB75/27-28) (EX MARSHALL CREEK DRI UNIT MV-4 MB75/29-30) (MARSHALL CREEK DRI UNIT MUA-4 MB75/31-32) (LESS PT PLAT AS 75/79/88 MARSHALL CREEK DRI UNIT EV-4/EV-5B) (EX PT PLAT AS MB81/89-92 MARSHALL CREEK DRI UNIT EV-3A) OR1431/503 & 504 & 1709/443 & 1744/1166 & 1791/841 & 1919/517 & 1958/2168 & 2072/999 1009 & 1016 & 2393/1700 & 2478/693 & 2905/175(Q/C) & 3613/134(Q/C) & 3702/614(C/Q)

[INCLUDES SALT MARSH THAT MAY BE LESS AND EXCEPTED BY METES AND BOUNDS DESCRIPTION]

072070-0001 DOR code 9600 (Marshes, Wetlands & Waste lands) acreage 0.59

1-A THAT PART OF SECS 33 34 45 53 54 55 56 57 58 & 60 DESCRIB IN OR1431/504 - EXCEPTED & EXCLUDED FROM THE MARSHALL CREEK COMM DEV DISTRICT – INCL WETLANDS & PT OF DEED PARCELS 6 9 & 12 NOT IN MCCDD & PT OF PARCELS 16 17 18 24 25 26 27 & 29 NOT IN MCCDD (EX ANY PTS OF MCCDD EXPANSION PARCELS D & E) & INCL PARTS OF PARCELS 33 34 & 37 NOT IN MCCDD (EX PT PLAT IN MC DRI NORTH LOOP PARKWAY) (EX PT PLAT IN MARSHALL CREEK DRI VILLAGE CENTER UNIT 4) & INCL PT OF PARCELS 50 & 52 IN NOT IN MCCDD (EX PT PLAT AS MARSHALL CREEK DRI UNIT MV-3) & PT PARCEL 56 NOT IN MCCDD (EX PART PLAT AS MARSHALL CRK DRI UNIT EV-5) (EX PT PLATTED AS MARSHALL CREEK DRI UT EV-6) (EX PT PLATTED IN MARSHALL CREEK DRI UNIT EV-9) (EX PT PLATTED IN MARSHALL CREEK DRI UNIT EV-7/EV-8) (EX EXHIBIT A-15 TO MCCDD IN OR2570/1061) (EX CON EASES TO MCCDD IN OR3147/1648) (EX PT ANNEXED INTO CDD BY SJC ORD NO. 2005-120) (EX PTS OF BOARD- WALK PRCLS IN OR3181/1200) (EX PT TO MCCDD IN OR3613/149) & INCL ADD'L PTS FROM MCCDD (EX ANY PT OF GOLF COURSE PARCELS DESCRIBED IN OR3637/368) (EX MARSHALL CREEK DRI UNIT MV-4 MB75/29-30) (EX PT PLAT IN MB81/89-92 MARSHALL CREEK DRI UNIT EV-3A) OR1431/504 & 1709/443 & 1744/1166& 1919/517 & 2393/1700 & 2478/693 & 2905/175(Q/C) & 3613/134(Q/C) & 3702/614(C/Q)

072070-0003 DOR Code 9900 (acreage not zoned Ag) acreage 6.29

1-C PT OF SECS 44 54 60 & 61 - PARCELS 56 & 57 (EX ANY PT OF STATE LANDS) (EX PTS PLATTED IN MARSHALL CREEK DRI UNITS EV-7/EV-8 & MV-3 & EV-9) (EX CON EASES DEEDED TO MCCDD IN OR3147/1648) (EX MARSHALL CREEK DRI UNIT EV-7A/EV-8A MB68/89-91) (EX 75/79/88 MARSHALL CREEK DRI UNIT EV-4/EV-5B) OR2737/1788

[INCLUDES SMALL AREA THAT MAY BE CONVEYED TO WILLIAMS BY METES AND BOUNDS DESCRIPTION]

072077-0003 DOR Code 0900 (Res Com Elem) acreage 1.84

43/61-64 MARSHALL CREEK DRI UNIT EV-3 MARSHALL CREEK DRIVE

072078-0003 DOR Code 0900 (Res Com Elements) acreage .33

43/74-75 MARSHALL CREEK DRI VILLAGE CENTER 1 TRACT C (EX PT TR C REPLATTED AS MARSHALL CREEK DRI VILLAGE CENTER UNIT 1 TRACT C-1 & UNIT 3)

072091-0001 DOR Code 0900 (Res Com Elements) acreage .23

50/35-39 MARSHALL CREEK DRI UNIT MUB-4 TRACT A

072093-0001 DOR Code 0900 (Res Com Elements) acreage .77

53/71-81 MARSHALL CREEK DRI UNIT EV-1 TRACTS D & E (EX PT OF CON EASE TO MCCDD IN OR3147/1648)

072093-0002 DOR Code 0900 (Res Com Elements) acreage 1.36

53/71-81 MARSHALL CREEK DRI UNIT EV-1 TRACT F

072210-0001 DOR Code 9600 (Marshes, Wetlands, Wastelands) acreage 5.41

8-A PT OF SECS 44 53 54 55 59 60 & 61 LYING N OF MARSHALL CK TIDAL AREA N OF PROPOSED LOOP RD E OF PARCEL 1 OF LANDS TO MARSHALL CREEK LTD DESCRIBED IN OR1431/504 S OF NORTHERN MOST LINE OF BOUNDARY AGREE IN OR878/1190 & W OF UNSURVEYED STATE LANDS SECS 27 & 34 (EX PARCELS 1 2 3 4 & 5 IN OR1431/ 504) (EX OR281/373 LESS OR334/ 277) (EX PTS IN OR360/474 426/52 562/661 779/1739 & EX OR1469/1366) BEING PART OF WETLANDS "C" & "E" EXCEPTED FROM MARSHALL CK COMM DEV DIST & LANDS LYING E OF E'LY LINE OF MARSHALL CK COMM DEV DISTR (EX PT OF PARCELS 6 9 & 12 IN OR1709/443) (EX PT OF PARCELS 16 17 18 24 25 26 & 27 IN OR1774/1166)(EX PTS OF PARCELS 33 & 34 IN OR1919/517)(EX PTS OF PARCELS 50 & 52 IN OR2393/ 1700) (EX PT IN OR2478/693 & PT IN OR2737/1788) (EX CON EASES TO MCCDD IN OR3147/1645) (EX PT OF GOLF COURSE PARCEL IN OR3637/368) (EX PT PLAT AS 75/79-88 MARSHALL CREEK DRI UNTI EV-4/EV-5B) OR719/1104 & 1109 & 814/19 & 21 & 826/18 & 837/984 THRU 991 & 840/989 & 928/248 & 1312/1029 & 1033(Q/C) & 1413/502 & 503 & 3333/1576

072420-0040 DOR Code 9600 (Marshes, Wetlands, Wastelands) acreage 6.0

1-4 THAT PART OF SECS 3 & 4 LYING E OF US 1 AS DESCRIBED IN OR1431/504 LYING WITHIN THE MARSHALL CK COMM DEV DISTRICT (LESS PT PLATTED IN MB41/52 MARSHALL CK DRI UT 1)(LESS PT PLATTED IN MB41/98-103 MARSHALL CK DRI UT A-1)(LESS PT PLAT IN MB42/6-8 MARSHALL CK DRI UT B-1)(LESS PT PLATTED IN MB42/1-3 MARSHALL CK DRI UT C-1)(LESS PT PLATTED IN MB43/ 3-6 MARSHALL CK DRI UNIT SV-4) & ALL PARCEL 30 & PT PARCEL 31 IN MCCDD (EX PT PLATTED IN MARSHALL CREEK DRI UNIT SV-2) (EX PT PLAT AS MARSHALL CREEK DRI UT MUB-3)(EX PT PLAT AS MARSHALL CRK DRI UT SV-3)(EX PT PLAT AS MARSHALL CREEK DRI UT MUB-2) & INCL PTS OF MCCDD EXPANSION PARCELS D & E IN TWNSP 6S RNG 29E & INCL PART PRCL 41(EX PT PLAT AS MARSHALL CRK DRI UT MUB-4) & 1958/2168 (EX PARCELS A & B TO MCCDD IN OR2309/653)(EX PT OF COMM PRCL IN OR2462/1012)(EX OR2512/783) (EX PT TO MCCDD IN OR2570/1061) (EX POND PARCEL E IN OR3162/52) (EX PT OF SHANNON RD BY SJC RES#2005-206 IN OR2515/1877) (EX PT OF CON EASES TO MCCDD IN OR3147/1648) & TRI PT OF PRCL 13 SW & ADJ TO LOT 15 MC DRI UT SV2 & TRI PT PRCL 32 ADJ TO NW CORNER OF LT 50 MC DRI UT MUB-4 (EX PTS OF BOARDWALK PRCLS IN OR3181/1200) (EX PT TO MCCDD IN OR3613/149) (EX PF GOLF COURSE IN OR3637/368) (EX MARSHALL CREEK DRI UNIT SV-2A MB75/27-28) (EX MARSHALL CREEK DRI UNIT MUA-4 MB75/31-32) (EX MNO STORM WATER AREA OR4009/585) (EX PT IN OR4353/236) OR1431/504 & 1774/1166 & 1757/1146 & 3542/1577(P.T. OF TRACT F)

072420-0350 DOR Code 9700 (Recreational, Parkland, Classified) acreage .05

1-35 RESIDUAL PTS OF PARCELS 49 & 55 LYING E'LY OF PASEO REYES DR & SW'LY & ADJ TO PARCEL 35
OR2233/962 & 2478/693

072420-0360 DOR Code 9500 (Rivers, Lakes, & Submerged) acreage .02

1-36 PT LYING E OF US 1 FKA PARCELS 36 & 42 (EX PT IN OR2659/1484) & (EX CONSERVATION ATHLETIC AREA #10 TO MCCDD IN OR3147/1648) - NE'LY PT OF PARCEL 42 REMAINS OR1958/168

072420-0460 DOR Code 9500 (Rivers, Lakes, & Submerged) acreage 2.55

1-46 PARCEL 46 PT OF SEC 4 LYING E'LY OF PALENCIA VILLAGE DRIVE OR2233/962

072422-0003 DOR Code 0900 (Res Com Elements) acreage .66

58/7-8 PASEO REYES PHASE 2

[MAY INSERT FOLIO NO. 072426-0002, LESS AND EXCEPT BUFFER TO BE CONVEYED TO WILLIAMS IN FUTURE REVISION OF THIS DEED]

Exhibit C to Resolution 2019- 1

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Marshall Creek Ltd.**, a Florida limited partnership (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, which has been or will be paid to it by the **Marshall Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”), has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to wit:

Those improvements set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF Seller has caused this Bill of Sale to be signed in its name on the day and year above-written effective as of _____, 2018.

Signed, sealed and delivered in the presence of:

MARSHALL CREEK LTD., a Florida limited partnership

Print Name: _____

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

Print Name: _____

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

By: _____
Name: Michael T. Harrison
Its: Senior Managing Director

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Michael T. Harrison as Senior Managing Director 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.

(Print Name _____)

NOTARY PUBLIC

State of _____ at Large

Commission # _____

My Commission Expires:

_____ Personally Known or _____ Produced I.D.

Type of Identification Produced _____

Exhibit A – Description of the Improvements

3	14' street light	Grosse Pointe
233 lf	36" RCP	
1	36" Mitered End Section	

Exhibit D to Resolution 2019-__

**CERTIFICATE OF DISTRICT ENGINEER
FOR DEDICATION OF IMPROVEMENTS**

_____, 2018

Board of Supervisors
Marshall Creek Community Development District

Re: Marshall Creek Community Development District (St. Johns County, Florida)
Acquisition of Improvements

Ladies and Gentlemen:

The undersigned, a representative of Prosser, Inc. (“**District Engineer**”), as District Engineer for the Marshall Creek Community Development District (“**District**”), hereby makes the following certifications in connection with the District’s acceptance of certain improvements within the “Remnant Parcels” (“**Improvements**”) as identified in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Improvements.
2. In my opinion, the Improvements are capable of performing the functions for which they were intended and specially benefit property within the District.
3. The Improvements were included in the original improvement plan for the District and are in reasonable operating condition given the age of the Improvements.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

PROSSER, INC.

By: _____
Print Name: Ryan P. Stilwell, P.E.
Its: Principal

Sworn to and subscribed before me this ____ day of _____, 2018, by Ryan Stilwell, P.E., who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A – Description of the Improvements

3	14' street light	Grosse Pointe
233 lf	36" RCP	
1	36" Mitered End Section	

Fifth Order of Business

5A

Exhibit D
Form of Requisition

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2015A

The undersigned, a Responsible Officer of Marshall Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Trust Indenture from the District to US Bank, as trustee (the "Trustee"), dated as of March 31, 2015 (the "indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A Requisition Number: 63
- Subject: Professional Services from July 1, 2018 to July 31, 2018
(See Attached Invoice #40349)
- B Name of Payee: Prosser, Inc.
13901 Sutton Park Drive S.
Suite 200
Jacksonville, FL 32224
- C Amount Payable: \$1,678.25
- D Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, of, state Costs of Issuance, if applicable):
- E Fund or Account from which disbursement to be made:
Construction Fund

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
or
- this requisition is for Costs of Issuance payable from the Acquisition and Construction fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the Acquisition and/or Construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Ryan P. Stilwell, P.E. _____

Consulting Engineer





August 15, 2018

Project No: 100101.76

Invoice No: 40349

Marshall Creek CDD
Attn: Accounts Payable
210 N. University Drive
Suite 702
Coral Springs, FL 33071

Project 100101.76 MCCDD/Pickleball Courts

Professional Services from July 1, 2018 to July 31, 2018

Fee and Expense Billing

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Task 1: Site Plan/Preliminary Eng/Plan	2,700.00	100.00	2,700.00	2,700.00	0.00
Task 2: Final Engineering/Constr. Plans	9,600.00	100.00	9,600.00	9,600.00	0.00
Task 3: Permitting	7,500.00	100.00	7,500.00	7,500.00	0.00
Task 4A: Bidding	2,500.00	100.00	2,500.00	2,500.00	0.00
Task 4B: Construction Services	5,500.00	60.00	3,300.00	1,650.00	1,650.00
Task 5: Surveying (Provided by Bradshaw)	2,750.00	100.00	2,750.00	2,750.00	0.00
Total Fee	30,550.00		28,350.00	26,700.00	1,650.00
Total Fee					1,650.00

Reimbursable Expenses

Mileage-DOT Allowable (.445)				22.25	
Mileage-Additional (.12/mile)				6.00	
Total Reimbursables			1.0 times	28.25	28.25
Total this Task					\$1,678.25
Total this Invoice					\$1,678.25

Outstanding Invoices

Number	Date	Balance
40174	7/13/2018	1,148.00
Total		1,148.00

Exhibit D
Form of Requisition

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2015A

The undersigned, a Responsible Officer of Marshall Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Trust Indenture from the District to US Bank, as trustee (the "Trustee"), dated as of March 31, 2015 (the "indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A Requisition Number: 64
- Subject: Professional Services from July 1, 2018 to July 31, 2018
(See Attached Invoice #40350)
- B Name of Payee: Prosser, Inc.
13901 Sutton Park Drive S.
Suite 200
Jacksonville, FL 32224
- C Amount Payable: \$240.00
- D Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, of, state Costs of Issuance, if applicable):
- E Fund or Account from which disbursement to be made:
Construction Fund

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
or
- this requisition is for Costs of Issuance payable from the Acquisition and Construction fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the Acquisition and/or Construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Ryan P. Stilwell, P.E. _____



Consulting Engineer



August 15, 2018
Project No: 100101.73
Invoice No: 40350

Marshall Creek CDD
Attn: Accounts Payable
210 N. University Drive
Suite 702
Coral Springs, FL 33071

Project 100101.73 MCCDD/2015 Construction Bond

Professional Services from July 1, 2018 to July 31, 2018

Task 4: Bidding & Construction

For services including review and process requisitions for payment.

Professional Personnel

	Hours	Rate	Amount	
Principal	1.50	160.00	240.00	
Totals	1.50		240.00	
Total Labor				240.00
		Total this Task		\$240.00
		Total this Invoice		\$240.00

Outstanding Invoices

Number	Date	Balance
39811	5/15/2018	1,580.00
Total		1,580.00

Exhibit D
Form of Requisition

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2015A

The undersigned, a Responsible Officer of Marshall Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Trust Indenture from the District to US Bank, as trustee (the "Trustee"), dated as of March 31, 2015 (the "indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A Requisition Number: 65

Subject: Professional Services from August 1, 2018 to August 31, 2018
(See Attached Invoice #40519)

B Name of Payee: Prosser, Inc.
13901 Sutton Park Drive S.
Suite 200
Jacksonville, FL 32224

C Amount Payable: \$105.00

D Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, of, state Costs of Issuance, if applicable):

E Fund or Account from which disbursement to be made:
Construction Fund

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

or

this requisition is for Costs of Issuance payable from the Acquisition and Construction fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the Acquisition and/or Construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Ryan P. Stilwell, P.E. _____



Consulting Engineer



September 19, 2018

Project No: 100101.73

Invoice No: 40519

Marshall Creek CDD
Attn: Accounts Payable
210 N. University Drive
Suite 702
Coral Springs, FL 33071

Project 100101.73 MCCDD/2015 Construction Bond

Professional Services from August 1, 2018 to August 31, 2018

Task 4: Bidding & Construction

For services including review and process requisitions for payment.

Professional Personnel

	Hours	Rate	Amount	
Principal	.50	160.00	80.00	
Clerical	.50	50.00	25.00	
Totals	1.00		105.00	
Total Labor				105.00
		Total this Task		\$105.00
		Total this Invoice		\$105.00

Outstanding Invoices

Number	Date	Balance
39811	5/15/2018	1,580.00
40350	8/15/2018	240.00
Total		1,820.00

Exhibit D
Form of Requisition

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2015A

The undersigned, a Responsible Officer of Marshall Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Trust Indenture from the District to US Bank, as trustee (the "Trustee"), dated as of March 31, 2015 (the "indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A Requisition Number: 66
- Subject: Professional Services from August 1, 2018 to August 31, 2018
(See Attached Invoice #40522)
- B Name of Payee: Prosser, Inc.
13901 Sutton Park Drive S.
Suite 200
Jacksonville, FL 32224
- C Amount Payable: \$1,262.16
- D Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, of, state Costs of Issuance, if applicable):
- E Fund or Account from which disbursement to be made:
Construction Fund

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
or
- this requisition is for Costs of Issuance payable from the Acquisition and Construction fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the Acquisition and/or Construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Ryan P. Stilwell, P.E. _____



Consulting Engineer



September 20, 2018

Project No: 100101.76

Invoice No: 40522

Marshall Creek CDD
Attn: Accounts Payable
210 N. University Drive
Suite 702
Coral Springs, FL 33071

Project 100101.76 MCCDD/Pickleball Courts

Professional Services from August 1, 2018 to August 31, 2018

Fee and Expense Billing

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Task 1: Site Plan/Preliminary Eng/Plan	2,700.00	100.00	2,700.00	2,700.00	0.00
Task 2: Final Engineering/Constr. Plans	9,600.00	100.00	9,600.00	9,600.00	0.00
Task 3: Permitting	7,500.00	100.00	7,500.00	7,500.00	0.00
Task 4A: Bidding	2,500.00	100.00	2,500.00	2,500.00	0.00
Task 4B: Construction Services	5,500.00	80.00	4,400.00	3,300.00	1,100.00
Task 5: Surveying (Provided by Bradshaw)	2,750.00	100.00	2,750.00	2,750.00	0.00
Total Fee	30,550.00		29,450.00	28,350.00	1,100.00
		Total Fee			1,100.00

Reimbursable Expenses

Mileage-DOT Allowable (.445)				127.72	
Mileage-Additional (.12/mile)				34.44	
Total Reimbursables			1.0 times	162.16	162.16
			Total this Task		\$1,262.16
			Total this Invoice		\$1,262.16

Outstanding Invoices

Number	Date	Balance
40349	8/15/2018	1,678.25
Total		1,678.25

Exhibit D
Form of Requisition

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2015A

The undersigned, a Responsible Officer of Marshall Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Trust Indenture from the District to US Bank, as trustee (the "Trustee"), dated as of March 31, 2015 (the "indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A Requisition Number: 67
- Subject: Professional Services from July 1, 2018 to August 31, 2018
(See Attached Pay App #1)
- B Name of Payee: Court Surfaces of Florida, LLC
1528 Virgils Way #6
Green Cove Springs, FL 32043
- C Amount Payable: \$79,470.00
- D Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, of, state Costs of Issuance, if applicable):
- E Fund or Account from which disbursement to be made:
Construction Fund

The undersigned hereby certifies that:

- obligations in the stated amount set forth above have been incurred by the District,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction fund that have not previously been paid;
- each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the Acquisition and/or Construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

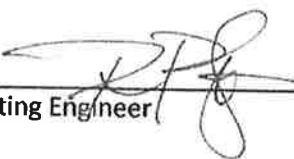
MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Ryan P. Stilwell, P.E.


Consulting Engineer

SUBCONTRACTOR'S APPLICATION FOR PAYMENT AFFIDAVIT

CONTRACTOR: Court Surfaces of Florida, LLC

PROJECT NAME: Marshall Creek Community (MCCDD Youth Tennis and Pickleball Courts)

PAYMENT REQUEST: ONE

PERIOD: July 1, 2018 to August 31, 2018

STATEMENT OF CONTRACT AMOUNT:

1.	Original Contract Amount	\$ 150,200.00	(1)	
2.	Approved Changes (Net)(Add/Deduct) (As per attached breakdown)	\$ _____	(2)	
3.	Adjusted Contract Amount (1 + or - 2)			\$ 150,200.00 (3)
4.	Work Completed Previous Application	\$ _____	(4)	
5.	Work Completed This Application	\$ 79,470.00	(5)	
6.	Value of Work Completed to Date: (As per attached Schedule of Values)			\$ 79,470.00 (6)
7.	Total Prior Retainage	\$ _____	(7)	
8.	Amount retained with this Application	\$ _____	(8)	
9.	Total Retainage to Date (7 +8)			\$ 0.00 (9)
10.	Work Completed, Minus Retainage (6 -9)			\$ 79,470.00 (10)
11.	Less Previous Payments Received	\$ _____	(11)	
12.	AMOUNT OF THIS REQUEST (10 -11)			\$ 79,470.00 (12)

I hereby certify that the value of Work Completed to date, and the materials supplied to date, as shown above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the Subcontractor and Edwards Construction Services, Inc. relating to the above-referenced project.

I also certify that all laborer, materialmen, suppliers, contractors, and subcontractors used on or in connection with the performance of this Contract have been paid in full for the amount due through the end of the prior Period set forth above, except as noted below. I further certify I have complied with all Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws and Workman's Compensation laws insofar as applicable to the performance of this Contract; and I have full power and authority to execute this instrument on behalf of the Subcontractor.

Court Surfaces of Florida, LLC
 Company Name
 Signature [Signature] Andre Pincelli Print Name/Title
 - Owner -
 10/02/2018
 [Signature] (weil/sbacher)

Authorized Payment: \$79,470.00

State of Florida County of Duval

The foregoing instrument was acknowledged before me this 30th day of Aug, 2018 by Andre Pincelli

as Owner for Court Surfaces of Florida

Personally Known
 Produced Identification

Notary Tortosa T. Livick

Notary Seal:



My Commission Expires: Nov. 12, 2019

CONTINUATION SHEET
 Job: Youth Tennis and Pickleball Courts
 at Marshall Creek Community
 For Marshall Creek Community Development District
SCHEDULE OF VALUES
 Court Surfaces B04-268-0888
 1528 Virgils Way #6
 Green Cove Springs, FL 32043
APPLICATION NUMBER: ONE
APPLICATION DATE: Aug 31, 2018
PERIOD FROM: 07/01/18
TO: 08/31/18

ITEM NO.	DESCRIPTION OF WORK	B	C	D	E	F	G	H	I
			SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK IN PLACE	STORED MTLs	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)
1	PAVING: Construct, asphalt & retaining wall		\$ 79,470.00		\$ 79,470.00		\$ 79,470.00	0%	\$ -
2	FENCE		\$ 12,000.00				\$ -	0%	\$ 12,000.00
3	COLOR SURFACE and equipment		\$ 15,630.00				\$ -	0%	\$ 15,630.00
4	Alt #1- SHADE STRUCTURE -Footers install		\$ 3,600.00				\$ -	0%	\$ 3,600.00
5	Alt #1- SHADE STRUCTURE -Installation		\$ 6,150.00				\$ -	0%	\$ 6,150.00
6	Alt #2- COURT LIGHTS -Pole & Equipment		\$ 11,900.00				\$ -	0%	\$ 11,900.00
7	Alt #2- COURT LIGHTS -Installation		\$ 5,700.00				\$ -	0%	\$ 5,700.00
8	Alt #3- REBOUND WALL -Balko Brd install		\$ 15,750.00				\$ -	0%	\$ 15,750.00
9							\$ -	#####	\$ -
10							\$ -	#####	\$ -
11							\$ -	#####	\$ -
12							\$ -	#####	\$ -
13							\$ -	#####	\$ -
14							\$ -	#####	\$ -
15							\$ -	#####	\$ -
16							\$ -	#####	\$ -
17							\$ -	#####	\$ -
18							\$ -	#####	\$ -
19							\$ -	#####	\$ -
20							\$ -	#####	\$ -
21							\$ -	#####	\$ -
22							\$ -	#####	\$ -
23							\$ -	#####	\$ -
24							\$ -	#####	\$ -
25							\$ -	#####	\$ -
26							\$ -	#####	\$ -
			\$ 150,200.00	\$ -	\$ 79,470.00	\$ -	\$ 79,470.00	53%	\$ 70,730.00

Exhibit D
Form of Requisition

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2015A

The undersigned, a Responsible Officer of Marshall Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Trust Indenture from the District to US Bank, as trustee (the "Trustee"), dated as of March 31, 2015 (the "indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A Requisition Number: 68
- Subject: Professional Services from September 1, 2018 to September 17, 2018
(See Attached Pay App #2)
- B Name of Payee: Court Surfaces of Florida, LLC
1528 Virgils Way #6
Green Cove Springs, FL 32043
- C Amount Payable: \$21,750.00
- D Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, of, state Costs of Issuance, if applicable):
- E Fund or Account from which disbursement to be made:
Construction Fund

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

or

- this requisition is for Costs of Issuance payable from the Acquisition and Construction fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the Acquisition and/or Construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

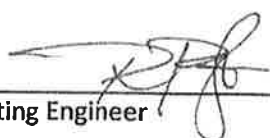
MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Ryan P. Stilwell, P.E.


Consulting Engineer

SUBCONTRACTOR'S APPLICATION FOR PAYMENT AFFIDAVIT

CONTRACTOR: Court Surfaces of Florida, LLC

PROJECT NAME: Marshall Creek Community (MCCDD Youth Tennis and Pickleball Courts)

PAYMENT REQUEST: TWO

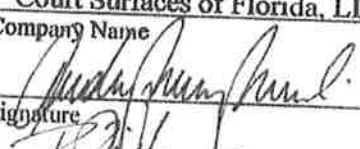
PERIOD: Sept. 1, 2018 to Sept 17, 2018

STATEMENT OF CONTRACT AMOUNT:

1.	Original Contract Amount	\$ 150,200.00	(1)	
2.	Approved Changes (Net)(Add/Deduct) (As per attached breakdown)	\$ _____	(2)	
3.	Adjusted Contract Amount (1 + or - 2)	\$ _____	(3)	\$ 150,200.00
4.	Work Completed Previous Application	\$ _____	(4)	
5.	Work Completed This Application	\$ 21,750.00	(5)	
6.	Value of Work Completed to Date: (As per attached Schedule of Values)	\$ _____	(6)	\$ 101,220.00
7.	Total Prior Retainage	\$ _____	(7)	
8.	Amount retained with this Application	\$ _____	(8)	
9.	Total Retainage to Date (7 +8)	\$ 0.00	(9)	
10.	Work Completed, Minus Retainage (6 -9)	\$ 101,220.00	(10)	
11.	Less Previous Payments Submitted	\$ 79,470.00	(11)	
12.	AMOUNT OF THIS REQUEST (10 -11)	\$ 21,750.00	(12)	

I hereby certify that the value of Work Completed to date, and the materials supplied to date, as shown above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the Subcontractor and Edwards Construction Services, Inc. relating to the above-referenced project.

I also certify that all laborer, materialmen, suppliers, contractors, and subcontractors used on or in connection with the performance of this Contract have been paid in full for the amount due through the end of the prior Period set forth above, except as noted below. I further certify I have complied with all Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws and Workman's Compensation laws insofar as applicable to the performance of this Contract; and I have full power and authority to execute this instrument on behalf of the Subcontractor.

Court Surfaces of Florida, LLC
 Company Name

 Signature
 Print Name/Title
 Andre Pincelli
 10/02/2018
 (w)weilensbacher

Authorized Payment: \$21,750.00

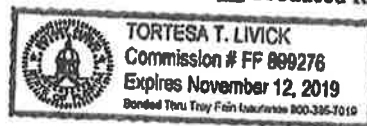
State of Florida County of Duval

The foregoing instrument was acknowledged before me this 17th day of Sept. 2018 by Andre Pincelli as Owner for Court Surfaces of Florida

Personally Known
 Produced Identification

Notary Tortesa T. Livick

Notary Seal:



My Commission Expires: Nov. 12, 2019

CONTINUATION SHEET

Job: Youth Tennis and Pickleball Courts
at Marshall Creek Community
For Marshall Creek Community Development District

SCHEDULE OF VALUES
Court Surfaces 904-288-0888
1525 Virginia Way #6
Green Cove Springs, FL 32043

APPLICATION NUMBER: TWO
APPLICATION DATE: Sept. 17, 2018
PERIOD FROM: 08/01/18
TO: 09/17/18

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK IN PLACE	STORED MTLs	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)
A	B	C	D	E	F	G	H	I
1	PAVING: Construct, asphalt & retaining wall	\$ 79,470.00	\$ 79,470.00	\$ -		\$ 79,470.00	0%	\$ -
2	FENCE	\$ 12,000.00		\$ 12,000.00		\$ 12,000.00	100%	\$ -
3	COLOR SURFACE and equipment	\$ 15,630.00				\$ -	0%	\$ 15,630.00
4	Alt #1- SHADE STRUCTURE -Footers ansall	\$ 3,600.00		\$ 3,600.00		\$ 3,600.00	100%	\$ -
5	Alt #1- SHADE STRUCTURE -Installation	\$ 6,150.00		\$ 6,150.00		\$ 6,150.00	100%	\$ -
6	Alt #2- COURT LIGHTS -Pole & Equipment	\$ 11,900.00				\$ -	0%	\$ 11,900.00
7	Alt #2- COURT LIGHTS -Installation	\$ 5,700.00				\$ -	0%	\$ 5,700.00
8	Alt #3- REBOUND WALL-Balko Brd install	\$ 15,750.00				\$ -	0%	\$ 15,750.00
9						\$ -	#####	\$ -
10						\$ -	#####	\$ -
11						\$ -	#####	\$ -
12						\$ -	#####	\$ -
13						\$ -	#####	\$ -
14						\$ -	#####	\$ -
15						\$ -	#####	\$ -
16						\$ -	#####	\$ -
17						\$ -	#####	\$ -
18						\$ -	#####	\$ -
19						\$ -	#####	\$ -
20						\$ -	#####	\$ -
21						\$ -	#####	\$ -
22						\$ -	#####	\$ -
23						\$ -	#####	\$ -
24						\$ -	#####	\$ -
25						\$ -	#####	\$ -
26						\$ -	#####	\$ -
		\$ 150,200.00	\$ 79,470.00	\$ 21,750.00	\$ -	\$ 101,220.00	67%	\$ 48,980.00

Exhibit D
Form of Requisition

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2015A

The undersigned, a Responsible Officer of Marshall Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Trust Indenture from the District to US Bank, as trustee (the "Trustee"), dated as of March 31, 2015 (the "indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A Requisition Number: 69

Subject: Professional Services for September 28, 2018
(See Invoice #89462)

B Name of Payee: Williams' Plant Nursery, Inc.
12411 Philips Highway
Jacksonville, FL 32256

C Amount Payable: \$741.25

D Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, of, state Costs of Issuance, if applicable):

E Fund or Account from which disbursement to be made:
Construction Fund

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

or

this requisition is for Costs of Issuance payable from the Acquisition and Construction fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the Acquisition and/or Construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

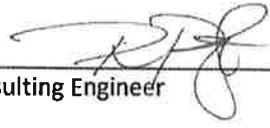
MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Ryan P. Stilwell, P.E.


Consulting Engineer

Williams' Plant Nursery, Inc

12411 Philips Highway
 Jacksonville FL 32256
 904-292-0354

Invoice

Date	Invoice #
9/28/2018	89462

Bill To
 Marshall Creek C.D.D.
 605 Palencia Club Drive
 St. Augustine, FL 32095

*Pickleball court
 Landscape
 TO Hide stem wall
 & Electrical Panels.*

P.O. No.	Terms	Rep
		JTW

Qty	Description	Rate	Amount
9	Podocarpus 15g	60.00	540.00T
35	Muhly Grass 3g	5.75	201.25T
	exempt from sales tax	0.00%	0.00

Pickle ball court

Account Code	Amount	Description
	\$ 741.25	
	\$	
	\$	
	\$	
	\$	
	\$	

Approved by: *[Signature]*

The signature above signifies that all items on this Invoice were received and in acceptable condition. There is NO implied or expressed warranty. All deposits are non - refundable.

Total	\$741.25
Payments/Credits	\$0.00
Balance Due	\$741.25

Miller, Vinelle

From: Ryan Stilwell <RStilwell@prosserinc.com>
Sent: Thursday, October 4, 2018 11:05 AM
To: Hutcherson, Roy; Ryan Weilersbacher
Cc: Ciesla, Helen; Miller, Vinelle
Subject: RE: Marshall Creek Pickle Ball Landscape

All – This can be processed as a requisition as it's part of the cost of the project. I'll process and provide with the 2 contractors invoices.

Thanks,

PROSSER

Ryan P. Stilwell, PE
Principal

Prosser, Inc.
13901 Sutton Park Drive South, Suite 200
Jacksonville, Florida 32224

rstilwell@prosserinc.com

p | 904.739.3655 ext. 158
f | 904.730.3413
c | 904.673.8951

www.prosserinc.com

Note: The electronic files contained within this document appear to represent, at the time of preparation by Prosser, Inc., the file record of Prosser's work on the project. They are offered solely as a convenience to you without the warranty of the accuracy or consistency of the files with the drawings or construction, planned or actual, that they may represent.

From: Hutcherson, Roy <Roy.Hutcherson@hines.com>
Sent: Wednesday, October 3, 2018 6:09 PM
To: Ryan Weilersbacher <ryanw@prosserinc.com>
Cc: Ciesla, Helen <Helen.Ciesla@hines.com>; Miller, Vinelle <Vinelle.Miller@hines.com>; Ryan Stilwell <RStilwell@prosserinc.com>
Subject: Re: Marshall Creek Pickle Ball Landscape

This was the landscaping to mask the stem wall that we discussed. It's also additional plants to mask the electrical panel. If it cannot be included in the project, we can pay this directly.

Roy Hutcherson
Marshall Creek CDD

On Oct 3, 2018, at 4:09 PM, Ryan Weilersbacher <ryanw@prosserinc.com> wrote:

Roy,

Did you request the attached work? This was not part of the permitted landscape plan, so I believe it to be a direct CDD payment.

<image001.jpg>

Ryan Weilersbacher

Project Manager, Construction Services

Prosser, Inc.

13901 Sutton Park Drive South, Suite 200

Jacksonville, FL 32224

ryanw@prosserinc.com

Office 904.739.3655

Direct 904.403-6179

Fax 904.730.3413

www.prosserinc.com

Note: The electronic files contained within this document appear to represent, at the time of preparation by Prosser, Inc., the file record of Prosser's work on the project. They are offered solely as a convenience to you without the warranty of the accuracy or consistency of the files with the drawings or construction, planned or actual, that they may represent.

From: Miller, Vinelle [<mailto:Vinelle.Miller@hines.com>]

Sent: Wednesday, October 03, 2018 3:08 PM

To: Ryan Weilersbacher

Cc: Ciesla, Helen

Subject: Marshall Creek Pickle Ball Landscape

Hi Ryan,

Is the attached landscape part of the pickle ball quote or should it be paid directly by the CDD?

Thank you,

Vinelle Miller

Staff Accountant

Hines

605 Palencia Club Drive | St. Augustine, FL 32095

P 904 810 0520 | F 904 810 0525 | Direct line 904 599 9000

Intelligent Real Estate Investment, Development and Management

From: Palencia

Sent: Wednesday, October 3, 2018 3:03 PM

To: Miller, Vinelle <Vinelle.Miller@hines.com>

Subject: Attached Image

Sixth Order of Business

Marshall Creek CDD
September 1 – 30, 2018 Operations Report

Operations Management Team

- E-blasts Sent Included the Following:
 - i. On Behalf of the Amenities/Fitness Centers – Community Update on New Classes and Upcoming Swim Meets, Food Truck Fridays and Symphony Series Reminder
 - ii. On Behalf of the Management Office – Announcement of Opening of Tolomato Boardwalk and Resurface of Oak Common Neighborhood Basketball Court
- Continue to Coordinate With FEMA on Receipt of Hurricane Matthew/Irma Funds
- Continue With Oversight of Pickleball Court Completion
- Continue to Administer SJC Off-Duty Deputies Patrols Program to Include Scheduling, Logs, and Payments

Landscape Maintenance

- Preventative/Seasonal Applications Throughout Community:
 - i. Applied a Fertilizer With Plant Protectant to All St. Augustine Turf
 - ii. Applied a Foliar Fertilizer to All Bermuda Turf
 - iii. Applied a Weed Treatment to All Turf Types
 - iv. Applied a Treatment to All Areas of St. Augustine Turf Showing Signs of Insect Pressure
- Irrigation:
 - i. Repaired Multiple Leaks at Main Entry Well
 - ii. Repaired Broken Main Line at Vale Drive and North Loop Parkway
 - iii. Built 2 Irrigation Zones for New Pickleball Court Area
- Ponds:
 - i. Racked Grass in Sebastian Square Neighborhood
 - ii. Addressed Algae Growth in Corbata Neighborhood
- Removed Invasive Vining from Parkside Neighborhood Preserve Area
- Prepped Tolomato Boardwalk for Grand Opening - Included Spraying Weeds, Replenishing Coquina and Installing Pine Straw Mulch
- Changed Out Plants in All Flower Beds and Pots
- Replaced Damaged Turf at Main Entrance
- Coordinated With Vendor on Installation of 5 Trailer Loads of Pine Straw Mulch Throughout the Community

Engineering

- Completed South Loop Parkway Punch List, i.e. Sprayed for Bugs, Repaired Outdoor Electrical Outlets and Addressed A/C Unit Drip
- Repaired Street Sign at Corner of McKenzie Oak Lane and Sebastian Square
- Addressed Lifting Sidewalks in Stokes Creek Drive and McKenzie Oak Lane Neighborhood's
- Maintenance Issues Addressed at Both Amenity Facilities, As Identified Below:
 - A. SWCDD -**
 - i. Repaired Metal Gate
 - ii. Made Adjustments to Temperature of Men's Locker Room
 - iii. Pressure Washed Both Men's and Women's Shower Stall Floors
 - iv. Added Door Stopes Leading to Pool Deck and in Women's and Men's Locker Rooms

B. MCCDD -

- v. Made Adjustments to A/C Unit at Snack Bar and in Aerobics Room
- vi. Replaced Treads on Steps to Slide

Swim and Fitness Facilities

- Have Begun Preparations in the Amenity Center for Housing of New Management Company's Offices
- Addressed Several Housekeeping Items at the Swim and Fitness Center, i.e., Cleaned Gym Floor, Had Lockers Re-keyed and Repairs Made to Gym Equipment
- Continue With Preparations for Jaguar Football Trips
- Continue With Planning for the Upcoming Annual Tree Lighting Event
- Continue to Host Successful Food Truck Fridays

Tennis Center

- Have Begun Preliminary Planning of Junior/Pickleball/Backboard Courts Grand Opening, and Will Include Demonstrations on How to Use the All-purpose Courts
- Continue With Plans for the Ocktobest Social Which is Now Going to be Held on November 2nd
- The Facilities' Fall/Winter Schedule is in Full Swing and Are Experiencing High Levels of Participation
- Had New Pine Straw Mulch Installed Throughout the Facility

6A.

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	Warning or Citation	Day of the Week	Notes
09/01/18		2				2 written warnings	Saturday	2 written warnings for stop sign violation
09/02/208		1	1			2 verbal warnings	Sunday	1 verbal warning for child not secured in golf cart, 1 verbal warning for stop sign violation
09/05/18		3				2 citations & 1 verbal warning	Wednesday	1 verbal warning for stop sign violation, 1 citation for stop sign violation, 1 citation for unregistered vehicle
09/08/18		2				1 citation & 1 verbal warning	Saturday	1 citation for speeding and 1 verbal warning for stop sign violation
09/15/18		4				4 written warnings	Saturday	1 written warning for speeding, 1 for stop sign violation and 2 for illegal parking
09/19/18		1				1 written warning	Wednesday	1 written warning for stop sign violation
09/24/18		4				3 written warnings and 1 verbal warning	Monday	1 verbal warning for underage driver, 3 written warnings for stop sign violation
09/25/18		5				5 verbal warnings	Tuesday	3 verbal warnings for faulty equipment, 2 verbal warnings for stop sign violation
09/28/18		3				2 citations & 1 verbal warning	Friday	2 citations for excessive speed, 1 verbal warning for stop sign violation
09/30/18		5	1			2 written warnings, 4 verbal warnings	Sunday	2 written warnings for excessive speed, 3 verbal warnings for stop sign violation and 1 verbal warning for golf cart w/o tag
September 2018 Totals	0	30	2	0	0			
2018 YTD total	14	223	7	5	2			
Month to Month Comparison								
September 2017 Totals	14	5	1	1	0			
September 2018 Totals	0	30	2	0	0			

Ninth Order of Business

9A.

No motion voted upon and passes by this Board shall become effective unless:

The topic of the motion was on the printed agenda for the meeting, supplied to the community and the Board at least five days prior to the meeting; and

Any and all relevant printed materials shall have been supplied to the Board at least five days prior to the meeting, except ancillary supplemental material may be presented within this five day window to the Board;

Or

Such motion shall be determined by at least 75% of the Board eligible to vote on said motion to be either of significant importance to be voted on without the requirements stated above; or

Such motion to be substantially insignificant that voting on said motion will have minimal effect on the community.

Tenth Order of Business

MEMORANDUM

TO: Board of Supervisors, Marshall Creek CDD
FROM: Fernand Thomas, Accountant II
CC: Janice Eggleton Davis, District Manager; Alan Baldwin Accounting Manager
DATE: October 8, 2018
SUBJECT: September Financial Report

Attached, please find the September 2018 Financial Report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. To assist with your review, an overview is provided below. Should you have any questions or require additional information, please contact me at fernand.thomas@inframark.com.

General Fund

Total Revenues for the General Fund are at approximately 109.25% of the adopted budget. Non-Ad Valorem Special Assessment Collections is 98.82% collected.

Total Expenditures through month-end are at approximately 122% of the adopted budget primarily due to payment for Boardwalk Repairs related to Hurricanes Irma and Matthew. Below are significant variances.

Other Public Safety:

- R&M Gate: Installation of panels, two new gate controls, gate arm replacement, heat control replacement
- Misc: Barcodes, labels and stickers
- Capital Outlay-Machinery & Equipment: Solar power radar sign for traffic control, \$7,693

Field:

- R&M Mulch: Install mulch at playground, \$5,600
- R&M Roads & Alleyways: Replace wood fence \$14,794; Lift station pump, \$6,737
- R&M Buildings: Resurfacing Basketball Court \$ 5,120.
- FEMA-Boardwalk Expense: Boardwalk repairs and replenish coquina island due to Hurricanes Matthew and Irma

Landscape Services:

- Office Equipment: Lift, Capacity Flo, Belt Drive \$ 7,139; Ironman 230 \$1,850; New laptops for Engineer/Landscape Director \$4,159; new computer \$1,200; wiring for new building \$2,670 and Misc. Equipment.
- Op Supplies – General: Purchase of special supplies, router & switch, pallet rack, dispensers, wiring cord
- Op Supplies-Fuel, Oil: Miscellaneous fuel purchase and oil filters.

- Capital Outlay-Machinery & Equipment: Install chip safe kit; and purchase a pressure washer

Utilities:

- Electricity-Streetlighting Services through August; accrue September.
- R&M Lake: Services through August; Accrue September.

Clubhouse:

- Contract Outside Fitness: variance is due to additional Yoga classes offered;
- R&M-Building: Replace split heat pump, \$6,854; remove and replace 15-ton air handler & condenser \$18,425; Snack Bar A/C Built ductwork and remove old system \$5,980.00.
- Misc-Special Events: special events from Oct to September.

Swimming Pool:

- Communication-Telephone: services through September.
- R&M Building: work for snack bar; plumbing for snack bar
- Misc -special events not budgeted

Tennis Court:

- Payroll-Benefits: coverage was more than expected
- Payroll-Commission: Additional tennis lessons offered
- R&M-Court Maintenance: Windscreen purchase \$1,371 and Misc. Supplies.
- Proserv-info Tech; additional IT maintenance and service
- Capital Outlay-Machinery & Equip – resurfacing project not budgeted for

MARSHALL CREEK
Community Development District

Financial Report

September 30, 2018

Prepared by



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MARSHALL CREEK
Community Development District

Financial Statements

(Unaudited)

September 30, 2018

Balance Sheet
September 30, 2018

ACCOUNT DESCRIPTION	GENERAL FUND	2002 AREA CAPITAL RESERVES FUND	SERIES 2002 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2016 DEBT SERVICE FUND	SERIES 2015 A CONSTRUCTION FUND	TOTAL
ASSETS							
Cash - Checking Account	\$ 383,882	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 383,882
Assessments Receivable	69,436	-	63,501	14,892	960	-	148,789
Allow-Doubtful Collections	(24,418)	-	(45,803)	-	-	-	(70,221)
Due From Other Districts	29,674	-	-	-	-	-	29,674
Due From Other Funds	-	49,127	-	-	6,051	-	55,178
Investments:							
Money Market Account	1,137,751	-	-	-	-	-	1,137,751
Construction Fund A	-	-	-	-	-	258,420	258,420
Prepayment Account	-	-	105,483	-	11,907	-	117,390
Prepayment Account A	-	-	-	22,243	-	-	22,243
Reserve Fund	-	-	-	-	31,330	-	31,330
Reserve Fund A	-	-	50,019	493,000	-	-	543,019
Revenue Fund	-	-	294,306	-	25,994	-	320,300
Revenue Fund A	-	-	-	303,236	-	-	303,236
Prepaid Items	20,656	-	-	-	-	-	20,656
TOTAL ASSETS	\$ 1,616,981	\$ 49,127	\$ 467,506	\$ 833,371	\$ 76,242	\$ 258,420	\$ 3,301,647
LIABILITIES							
Accounts Payable	\$ 50,862	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,862
Accrued Expenses	147,744	-	-	-	-	-	147,744
Retainage Payable	-	-	-	-	-	1,590	1,590
Deferred Revenue	2,464	-	17,698	14,892	960	-	36,014
Due To Other Funds	55,178	-	-	-	-	-	55,178
TOTAL LIABILITIES	256,248	-	17,698	14,892	960	1,590	291,388

Balance Sheet
September 30, 2018

ACCOUNT DESCRIPTION	GENERAL FUND	2002 AREA CAPITAL RESERVES FUND	SERIES 2002 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2016 DEBT SERVICE FUND	SERIES 2015 A CONSTRUCT ION FUND	TOTAL
FUND BALANCES							
Nonspendable:							
Prepaid Items	20,656	-	-	-	-	-	20,656
Restricted for:							
Debt Service	-	-	449,808	818,479	75,282	-	1,343,569
Capital Projects	-	-	-	-	-	256,830	256,830
Assigned to:							
Operating Reserves	600,151	-	-	-	-	-	600,151
Reserves - Field	440,675	-	-	-	-	-	440,675
Reserves - Gate	7,838	-	-	-	-	-	7,838
Reserves - Landscape	39,986	-	-	-	-	-	39,986
Reserves - Park	32,900	-	-	-	-	-	32,900
Reserves - Swim&Fitness Clubh	18,558	-	-	-	-	-	18,558
Reserves - Swimming Pools	132,635	-	-	-	-	-	132,635
Reserves - Tennis Courts	24,853	-	-	-	-	-	24,853
Unassigned:	42,481	49,127	-	-	-	-	91,608
TOTAL FUND BALANCES	\$ 1,360,733	\$ 49,127	\$ 449,808	\$ 818,479	\$ 75,282	\$ 256,830	\$ 3,010,259
TOTAL LIABILITIES & FUND BALANCES	\$ 1,616,981	\$ 49,127	\$ 467,506	\$ 833,371	\$ 76,242	\$ 258,420	\$ 3,301,647

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES							
Interest - Investments	\$ 12,000	\$ 12,000	\$ 17,463	\$ 5,463	\$ 1,000	\$ 1,304	\$ 304
FEMA Grants	-	-	244,308	244,308	-	35,767	35,767
Shared Rev - Other Local Units	418,857	418,857	418,858	1	-	38,674	38,674
Interlocal Agreement - Other	356,097	356,097	356,097	-	29,674	38,688	9,014
Other Physical Environment Rev	15,000	15,000	33,931	18,931	1,250	1,000	(250)
S/F Program Fees	37,000	37,000	42,501	5,501	-	-	-
S/F Swimming Program Fees	2,000	2,000	-	(2,000)	-	-	-
S/F Activity Fees	200	200	5,155	4,955	-	430	430
S/F Other Revenues	1,750	1,750	1,777	27	-	421	421
S/F Rental Fees	2,000	2,000	3,930	1,930	163	300	137
Tennis Merchandise Sales	14,000	14,000	14,843	843	1,000	2,028	1,028
Tennis Special Events&Socials	1,500	1,500	90	(1,410)	300	-	(300)
Tennis Lessons & Clinics	118,000	118,000	183,848	65,848	9,000	20,184	11,184
Tennis Ball Machine Rental Fee	4,000	4,000	2,165	(1,835)	100	-	(100)
Tennis Membership	26,000	26,000	38,466	12,466	-	11	11
Tennis Drinks & Snacks	500	500	-	(500)	44	-	(44)
Interest - Tax Collector	-	-	3,806	3,806	-	96	96
Special Assmnts- Tax Collector	3,212,063	3,212,063	3,169,850	(42,213)	-	-	-
Special Assmnts- CDD Collected	12,399	12,399	16,205	3,806	1,034	1,033	(1)
Special Assmnts- Delinquent	-	-	12,659	12,659	-	-	-
Special Assmnts- Discounts	(96,362)	(96,362)	(104,666)	(8,304)	-	-	-
Allowance Uncollected Assem.	(25,000)	(25,000)	-	25,000	(25,000)	-	25,000
Other Miscellaneous Revenues	1,100	1,100	10,579	9,479	88	55	(33)
Gate Bar Code/Remotes	2,200	2,200	3,968	1,768	187	515	328
Impact Fee	30,000	30,000	53,046	23,046	2,500	7,919	5,419
TOTAL REVENUES	4,145,304	4,145,304	4,528,879	383,575	21,340	148,425	127,085

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>EXPENDITURES</u>							
<u>Administration</u>							
P/R-Board of Supervisors	6,500	6,500	8,058	(1,558)	541	2,073	(1,532)
Payroll-Benefits	-	-	28	(28)	-	28	(28)
ProfServ-Arbitrage Rebate	1,200	1,200	600	600	-	600	(600)
ProfServ-Dissemination Agent	3,000	3,000	3,000	-	-	3,000	(3,000)
ProfServ-Engineering	20,000	20,000	20,066	(66)	1,666	1,046	620
ProfServ-Legal Services	75,000	75,000	71,656	3,344	6,250	10,634	(4,384)
ProfServ-Mgmt Consulting Serv	58,000	58,000	58,000	-	4,834	4,833	1
ProfServ-Special Assessment	12,000	12,000	12,000	-	-	-	-
ProfServ-Trustee Fees	11,400	11,400	11,499	(99)	-	-	-
Auditing Services	3,725	3,725	3,725	-	-	-	-
Postage and Freight	3,500	3,500	5,529	(2,029)	291	2,539	(2,248)
Insurance - General Liability	25,465	25,465	25,257	208	-	-	-
Printing and Binding	4,000	4,000	3,601	399	334	296	38
Legal Advertising	3,000	3,000	3,053	(53)	250	422	(172)
Miscellaneous Services	6,000	6,000	7,462	(1,462)	500	647	(147)
Misc-Assessmnt Collection Cost	64,269	64,269	61,557	2,712	-	-	-
Shared Exp - Other Local Units	473,434	473,434	473,433	1	-	-	-
Office Supplies	500	500	462	38	41	39	2
Annual District Filing Fee	175	175	175	-	-	-	-
Total Administration	771,168	771,168	769,161	2,007	14,707	26,157	(11,450)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Other Public Safety</u>							
Payroll-Benefits	6,883	6,883	4,531	2,352	574	(351)	925
Payroll-Engineering	34,875	34,875	36,937	(2,062)	2,690	2,912	(222)
Payroll-Gate Maintenance	3,058	3,058	1,665	1,393	237	160	77
Contracts-Security Services	290,249	290,249	280,877	9,372	24,187	19,872	4,315
Contracts-Roving Patrol	42,900	42,900	36,628	6,272	3,575	3,133	442
R&M-Gate	20,000	20,000	61,634	(41,634)	1,650	1,759	(109)
Misc-Bar Codes	3,100	3,100	4,123	(1,023)	-	-	-
Cap Outlay-Machinery and Equip	-	-	7,693	(7,693)	-	-	-
Total Other Public Safety	401,065	401,065	434,088	(33,023)	32,913	27,485	5,428
<u>Field</u>							
Payroll-Benefits	5,056	5,056	3,715	1,341	425	(263)	688
Payroll-Engineering	26,354	26,354	29,540	(3,186)	2,029	2,330	(301)
Utility - Water & Sewer	2,000	2,000	-	2,000	163	-	163
Lease - Land	2,000	2,000	1,946	54	-	-	-
R&M-Bike Paths & Asphalt	2,500	2,500	461	2,039	-	381	(381)
R&M-Boardwalks	57,720	57,720	11,283	46,437	1,100	6,441	(5,341)
R&M-Buildings	10,000	10,000	14,603	(4,603)	837	5,120	(4,283)
R&M-Electrical	12,500	12,500	7,636	4,864	500	690	(190)
R&M-Fountain	4,000	4,000	4,824	(824)	-	-	-
R&M-Mulch	3,489	3,489	5,600	(2,111)	-	-	-
R&M-Roads & Alleyways	36,886	36,886	47,657	(10,771)	3,000	146	2,854
R&M-Sidewalks	20,000	20,000	18,769	1,231	1,000	2,025	(1,025)
R&M-Signage	8,000	8,000	6,300	1,700	1,500	1,190	310
FEMA Boardwalk Expense	-	-	949,836	(949,836)	-	160,974	(160,974)
Total Field	190,505	190,505	1,102,170	(911,665)	10,554	179,034	(168,480)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Landscape Services</u>							
Payroll-Salaries	185,079	185,079	190,741	(5,662)	14,236	12,174	2,062
Payroll-Other	12,000	12,000	6,047	5,953	1,000	-	1,000
Payroll-Administrative	9,048	9,048	6,033	3,015	696	628	68
Payroll-Benefits	83,790	83,790	68,633	15,157	6,983	(723)	7,706
Payroll-General Staff	75,726	75,726	79,725	(3,999)	5,825	6,141	(316)
Payroll-Irrigation Staff	60,840	60,840	56,353	4,487	4,680	2,860	1,820
Payroll-IPM Staff	112,320	112,320	80,144	32,176	8,640	8,664	(24)
Payroll-Equipment Mechanic	26,000	26,000	19,428	6,572	2,000	1,671	329
Payroll Taxes	40,955	40,955	31,067	9,888	3,154	2,221	933
Communication - Telephone	5,000	5,000	1,418	3,582	416	322	94
Utility - Cable TV Billing	960	960	1,554	(594)	160	1,234	(1,074)
Electricity - General	6,000	6,000	4,065	1,935	500	715	(215)
Utility - Refuse Removal	13,500	13,500	5,907	7,593	1,125	208	917
Utility - Water & Sewer	3,360	3,360	1,084	2,276	280	(74)	354
Rentals - General	1,500	1,500	2,209	(709)	125	-	125
R&M-Buildings	3,900	3,900	3,664	236	325	252	73
R&M-Equipment	30,000	30,000	25,801	4,199	2,500	8,045	(5,545)
R&M-Grounds	53,729	53,729	48,473	5,256	12,193	4,745	7,448
R&M-Irrigation	21,000	21,000	18,635	2,365	1,750	2,141	(391)
R&M-Mulch	79,360	79,360	73,953	5,407	1,564	58	1,506
R&M-Pump Station	20,000	20,000	8,454	11,546	-	5,819	(5,819)
R&M-Trees and Trimming	11,200	11,200	11,807	(607)	-	2,000	(2,000)
Misc-Employee Meals	10,090	10,090	5,095	4,995	600	3,476	(2,876)
Office Equipment	2,400	2,400	22,664	(20,264)	-	-	-
Op Supplies - General	16,000	16,000	37,431	(21,431)	1,333	606	727
Op Supplies - Uniforms	7,408	7,408	3,781	3,627	483	1,141	(658)
Op Supplies - Fuel, Oil	12,500	12,500	18,744	(6,244)	1,049	2,527	(1,478)

Statement of Revenues, Expenditures and Changes in Fund Balances
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ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
Impr - Landscape	70,000	70,000	71,920	(1,920)	2,000	1,344	656
Cap Outlay-Machinery and Equip	63,300	63,300	67,960	(4,660)	3,600	3,227	373
Total Landscape Services	1,036,965	1,036,965	972,790	64,175	77,217	71,422	5,795
Utilities							
Electricity - Streetlighting	67,000	67,000	88,445	(21,445)	5,587	6,957	(1,370)
Utility - Water & Sewer	3,600	3,600	2,860	740	300	205	95
R&M-Lake	53,080	53,080	58,255	(5,175)	4,424	4,290	134
Total Utilities	123,680	123,680	149,560	(25,880)	10,311	11,452	(1,141)
Operation & Maintenance							
Payroll-Shared Personnel	356,097	356,097	341,081	15,016	29,674	20,843	8,831
ProfServ-Field Management	232,060	232,060	229,270	2,790	20,601	19,673	928
Travel and Per Diem	400	400	522	(122)	37	114	(77)
Communication - Telephone	2,100	2,100	740	1,360	175	(115)	290
Postage and Freight	900	900	160	740	75	(40)	115
R&M-Vehicles	6,000	6,000	5,883	117	1,500	2,432	(932)
Printing and Binding	4,500	4,500	3,341	1,159	375	220	155
Misc-Connection Computer	3,700	3,700	1,775	1,925	225	-	225
Billback Expenses Developer	-	-	(380)	380	-	(12)	12
Office Supplies	1,500	1,500	1,187	313	125	-	125
Op Supplies - General	7,200	7,200	7,251	(51)	600	304	296
OP-Supplies - Buildings	300	300	-	300	25	-	25
Total Operation & Maintenance	614,757	614,757	590,830	23,927	53,412	43,419	9,993
Parks and Recreation - General							
ProfServ-Mgmt Consulting Serv	21,000	21,000	21,000	-	1,750	1,750	-
Insurance -Property & Casualty	83,143	83,143	66,737	16,406	-	-	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
Total Parks and Recreation - General	104,143	104,143	87,737	16,406	1,750	1,750	-
<u>Clubhouse</u>							
Contracts-Misc Labor	4,000	4,000	2,781	1,219	333	106	227
Contracts-Outside Fitness	5,000	5,000	9,875	(4,875)	416	770	(354)
R&M-Buildings	9,000	9,000	31,791	(22,791)	750	5,980	(5,230)
R&M-Equipment	5,000	5,000	-	5,000	416	-	416
Misc-Special Events	4,000	4,000	7,919	(3,919)	-	340	(340)
Cap Outlay-Machinery and Equip	3,500	3,500	-	3,500	291	-	291
Total Clubhouse	30,500	30,500	52,366	(21,866)	2,206	7,196	(4,990)
<u>Swimming Pool</u>							
Payroll-Salaries	52,149	52,149	58,145	(5,996)	4,012	4,673	(661)
Payroll-Hourly	41,000	41,000	53,375	(12,375)	3,152	3,563	(411)
Payroll-Lifeguards	35,200	35,200	23,669	11,531	-	900	(900)
Payroll-Benefits	26,854	26,854	17,496	9,358	2,236	(3,827)	6,063
Payroll-Engineering	31,410	31,410	26,975	4,435	2,418	2,097	321
Payroll-Janitor	8,200	8,200	7,802	398	629	718	(89)
Payroll Taxes	10,718	10,718	10,973	(255)	825	707	118
ProfServ-Info Technology	1,800	1,800	523	1,277	150	221	(71)
ProfServ-Swim Pool Commiss	2,500	2,500	3,883	(1,383)	-	583	(583)
Contracts-Landscape	3,500	3,500	-	3,500	300	-	300
Travel and Per Diem	700	700	166	534	62	96	(34)
Communication - Telephone	8,000	8,000	11,052	(3,052)	674	711	(37)
Utility - General	55,000	55,000	56,363	(1,363)	4,587	3,144	1,443
Utility - Refuse Removal	1,500	1,500	1,450	50	125	176	(51)
R&M-Buildings	15,000	15,000	27,296	(12,296)	1,250	1,565	(315)
R&M-Pools	89,800	89,800	62,638	27,162	7,483	6,651	832

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
R&M-Vehicles	500	500	-	500	49	-	49
Advertising	2,640	2,640	1,320	1,320	220	110	110
Miscellaneous Services	1,500	1,500	374	1,126	125	-	125
Misc-Employee Meals	4,000	4,000	4,235	(235)	100	3,655	(3,555)
Misc-Special Events	-	-	512	(512)	-	-	-
Misc-Training	2,000	2,000	823	1,177	163	-	163
Misc-Licenses & Permits	1,600	1,600	992	608	137	-	137
Office Supplies	1,600	1,600	1,935	(335)	137	39	98
Cleaning Supplies	2,500	2,500	1,150	1,350	212	98	114
Office Equipment	2,000	2,000	508	1,492	163	-	163
Op Supplies - Spa & Paper	2,000	2,000	1,557	443	174	333	(159)
Op Supplies - Uniforms	2,500	2,500	2,651	(151)	212	351	(139)
Op Supplies - Summer Camp	16,000	16,000	10,489	5,511	-	526	(526)
Subscriptions and Memberships	800	800	445	355	-	-	-
Cap Outlay-Machinery and Equip	5,000	5,000	8,780	(3,780)	424	-	424
Cap Outlay - Pool Furniture	8,000	8,000	10,916	(2,916)	674	1,963	(1,289)
Total Swimming Pool	435,971	435,971	408,493	27,478	30,693	29,053	1,640
<u>Tennis Court</u>							
Payroll-Salaries	122,570	122,570	123,528	(958)	9,432	8,966	466
Payroll-Hourly	36,000	36,000	37,352	(1,352)	2,771	2,795	(24)
Payroll-Benefits	23,557	23,557	24,173	(616)	1,964	(1,960)	3,924
Payroll-Engineering	34,853	34,853	20,309	14,544	2,681	1,573	1,108
Payroll-Commission	103,000	103,000	157,498	(54,498)	8,000	17,941	(9,941)
Payroll Taxes	19,920	19,920	21,897	(1,977)	1,534	2,077	(543)
ProfServ-Administrative	1,000	1,000	-	1,000	70	-	70
ProfServ-Info Technology	6,000	6,000	7,717	(1,717)	500	751	(251)
Contracts-Janitorial Services	6,000	6,000	6,040	(40)	500	500	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
Communication - Telephone	5,500	5,500	7,322	(1,822)	460	668	(208)
Utility - Cable TV Billing	1,400	1,400	1,888	(488)	110	178	(68)
Electricity - General	13,000	13,000	15,643	(2,643)	1,082	1,275	(193)
Utility - Refuse Removal	1,100	1,100	1,754	(654)	90	116	(26)
Utility - Water & Sewer	1,500	1,500	1,378	122	125	241	(116)
Rental/Lease - Vehicle/Equip	1,700	1,700	1,585	115	140	132	8
R&M-General	6,000	6,000	5,921	79	500	1,008	(508)
R&M-Court Maintenance	12,000	12,000	15,267	(3,267)	1,000	593	407
R&M-Vandalism	500	500	-	500	100	-	100
Printing and Binding	1,500	1,500	185	1,315	125	-	125
Advertising	1,500	1,500	1,320	180	125	110	15
Misc-Employee Meals	1,900	1,900	1,778	122	-	1,634	(1,634)
Misc-Special Events	1,000	1,000	693	307	-	11	(11)
Misc-Training	500	500	542	(42)	60	137	(77)
Misc-Licenses & Permits	250	250	-	250	-	-	-
Office Supplies	3,000	3,000	3,240	(240)	250	415	(165)
Office Equipment	3,000	3,000	663	2,337	250	149	101
Teaching Supplies	3,000	3,000	3,210	(210)	400	442	(42)
Op Supplies - Uniforms	500	500	1,011	(511)	-	279	(279)
COS - Start Up Inventory	14,000	14,000	10,317	3,683	-	690	(690)
Subscriptions and Memberships	800	800	590	210	-	-	-
Cap Outlay-Machinery and Equip	10,000	10,000	24,424	(14,424)	-	7,168	(7,168)
Total Tennis Court	436,550	436,550	497,245	(60,695)	32,269	47,889	(15,620)
TOTAL EXPENDITURES	4,145,304	4,145,304	5,064,440	(919,136)	266,032	444,857	(178,825)

Statement of Revenues, Expenditures and Changes in Fund Balances
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<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>SEP-18 BUDGET</u>	<u>SEP-18 ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
Excess (deficiency) of revenues Over (under) expenditures	-	-	(535,561)	(535,561)	(244,692)	(296,432)	(51,740)
Net change in fund balance	\$ -	\$ -	\$ (535,561)	\$ (535,561)	\$ (244,692)	\$ (296,432)	\$ (51,740)
FUND BALANCE, BEGINNING (OCT 1, 2017)	1,896,294	1,896,294	1,896,294				
FUND BALANCE, ENDING	<u>\$ 1,896,294</u>	<u>\$ 1,896,294</u>	<u>\$ 1,360,733</u>				

Statement of Revenues, Expenditures and Changes in Fund Balances
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ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES							
Interest - Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Assmnts- Tax Collector	50,952	50,952	49,757	(1,195)	-	-	-
Special Assmnts- CDD Collected	1,667	1,667	2,041	374	-	-	-
Special Assmnts- Discounts	(2,039)	(2,039)	(1,710)	329	-	-	-
TOTAL REVENUES	50,580	50,580	50,088	(492)	-	-	-
EXPENDITURES							
Administration							
Misc-Assessmnt Collection Cost	1,019	1,019	961	58	-	-	-
Total Administration	1,019	1,019	961	58	-	-	-
TOTAL EXPENDITURES	1,019	1,019	961	58	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	49,561	49,561	49,127	(434)	-	-	-
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	49,561	-	-	-	-	-	-
TOTAL FINANCING SOURCES (USES)	49,561	-	-	-	-	-	-
Net change in fund balance	\$ 49,561	\$ 49,561	\$ 49,127	\$ (434)	\$ -	\$ -	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2017)	-	-	-				
FUND BALANCE, ENDING	\$ 49,561	\$ 49,561	\$ 49,127				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>							
Interest - Investments	\$ 250	\$ 250	\$ 3,705	\$ 3,455	\$ 19	\$ 389	\$ 370
Special Assmnts- Tax Collector	1,172,946	1,172,946	1,145,560	(27,386)	-	-	-
Special Assmnts- Prepayment	-	-	102,597	102,597	-	-	-
Special Assmnts- CDD Collected	38,056	38,056	46,565	8,509	-	-	-
Special Assmnts- Discounts	(46,918)	(46,918)	(39,373)	7,545	-	-	-
TOTAL REVENUES	1,164,334	1,164,334	1,259,054	94,720	19	389	370
<u>EXPENDITURES</u>							
<u>Administration</u>							
ProfServ-Trustee Fees	-	-	7,500	(7,500)	-	-	-
Bond Counsel	-	-	18,500	(18,500)	-	-	-
Misc-Assessmnt Collection Cost	23,459	23,459	22,124	1,335	-	-	-
Total Administration	23,459	23,459	48,124	(24,665)	-	-	-
<u>Debt Service</u>							
Principal Debt Retirement	550,000	550,000	550,000	-	-	-	-
Principal Prepayments	-	-	40,000	(40,000)	-	-	-
Interest Expense	600,750	600,750	599,750	1,000	-	-	-
Total Debt Service	1,150,750	1,150,750	1,189,750	(39,000)	-	-	-
TOTAL EXPENDITURES	1,174,209	1,174,209	1,237,874	(63,665)	-	-	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues Over (under) expenditures	(9,875)	(9,875)	21,180	31,055	19	389	370
<u>OTHER FINANCING SOURCES (USES)</u>							
Contribution to (Use of) Fund Balance	(9,875)	-	-	-	-	-	-
TOTAL FINANCING SOURCES (USES)	(9,875)	-	-	-	-	-	-
Net change in fund balance	\$ (9,875)	\$ (9,875)	\$ 21,180	\$ 31,055	\$ 19	\$ 389	\$ 370
FUND BALANCE, BEGINNING (OCT 1, 2017)	428,628	428,628	428,628				
FUND BALANCE, ENDING	\$ 418,753	\$ 418,753	\$ 449,808				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>							
Interest - Investments	\$ 200	\$ 200	\$ 2,145	\$ 1,945	\$ 13	\$ 184	\$ 171
Special Assmnts- Tax Collector	1,033,891	1,033,891	1,021,728	(12,163)	-	-	-
Special Assmnts- Prepayment	-	-	22,171	22,171	-	10,849	10,849
Special Assmnts- Discounts	(41,356)	(41,356)	(35,117)	6,239	-	-	-
TOTAL REVENUES	992,735	992,735	1,010,927	18,192	13	11,033	11,020
<u>EXPENDITURES</u>							
<u>Administration</u>							
Misc-Assessmnt Collection Cost	20,678	20,678	19,732	946	-	-	-
Total Administration	20,678	20,678	19,732	946	-	-	-
<u>Debt Service</u>							
Debt Retirement Series A	490,000	490,000	490,000	-	-	-	-
Prepayments Series A	-	-	25,000	(25,000)	-	-	-
Interest Expense Series A	490,450	490,450	489,825	625	-	-	-
Total Debt Service	980,450	980,450	1,004,825	(24,375)	-	-	-
TOTAL EXPENDITURES	1,001,128	1,001,128	1,024,557	(23,429)	-	-	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues Over (under) expenditures	(8,393)	(8,393)	(13,630)	(5,237)	13	11,033	11,020
<u>OTHER FINANCING SOURCES (USES)</u>							
Operating Transfers-Out	-	-	(1,478)	(1,478)	-	(127)	(127)
Contribution to (Use of) Fund Balance	(8,393)	-	-	-	-	-	-
TOTAL FINANCING SOURCES (USES)	(8,393)	-	(1,478)	(1,478)	-	(127)	(127)
Net change in fund balance	\$ (8,393)	\$ (8,393)	\$ (15,108)	\$ (6,715)	\$ 13	\$ 10,906	\$ 10,893
FUND BALANCE, BEGINNING (OCT 1, 2017)	833,587	833,587	833,587				
FUND BALANCE, ENDING	\$ 825,194	\$ 825,194	\$ 818,479				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>							
Interest - Investments	\$ 100	\$ 100	\$ 830	\$ 730	\$ 8	\$ 105	\$ 97
Special Assmnts- Tax Collector	66,660	66,660	65,875	(785)	-	-	-
Special Assmnts- Prepayment	-	-	11,818	11,818	-	-	-
Special Assmnts- Discounts	(2,666)	(2,666)	(2,264)	402	-	-	-
TOTAL REVENUES	64,094	64,094	76,259	12,165	8	105	97
<u>EXPENDITURES</u>							
<u>Administration</u>							
Misc-Assessmnt Collection Cost	1,333	1,333	1,272	61	-	-	-
Total Administration	1,333	1,333	1,272	61	-	-	-
<u>Debt Service</u>							
Principal Debt Retirement	10,000	10,000	10,000	-	-	-	-
Interest Expense	49,928	49,928	49,928	-	-	-	-
Total Debt Service	59,928	59,928	59,928	-	-	-	-
TOTAL EXPENDITURES	61,261	61,261	61,200	61	-	-	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues							
Over (under) expenditures	2,833	2,833	15,059	12,226	8	105	97
<u>OTHER FINANCING SOURCES (USES)</u>							
Contribution to (Use of) Fund Balance	2,833	-	-	-	-	-	-
TOTAL FINANCING SOURCES (USES)	2,833	-	-	-	-	-	-
Net change in fund balance	\$ 2,833	\$ 2,833	\$ 15,059	\$ 12,226	\$ 8	\$ 105	\$ 97
FUND BALANCE, BEGINNING (OCT 1, 2017)	60,223	60,223	60,223				
FUND BALANCE, ENDING	\$ 63,056	\$ 63,056	\$ 75,282				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	SEP-18 BUDGET	SEP-18 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>							
Interest - Investments	\$ -	\$ -	\$ 1,112	\$ 1,112	\$ -	\$ 67	\$ 67
TOTAL REVENUES	-	-	1,112	1,112	-	67	67
<u>EXPENDITURES</u>							
<u>Construction In Progress</u>							
Construction in Progress	-	-	980,802	(980,802)	-	-	-
Total Construction In Progress	-	-	980,802	(980,802)	-	-	-
TOTAL EXPENDITURES	-	-	980,802	(980,802)	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	-	-	(979,690)	(979,690)	-	67	67
<u>OTHER FINANCING SOURCES (USES)</u>							
Interfund Transfer - In	-	-	1,478	1,478	-	127	127
TOTAL FINANCING SOURCES (USES)	-	-	1,478	1,478	-	127	127
Net change in fund balance	\$ -	\$ -	\$ (978,212)	\$ (978,212)	\$ -	\$ 194	\$ 194
FUND BALANCE, BEGINNING (OCT 1, 2017)	-	-	1,235,042				
FUND BALANCE, ENDING	\$ -	\$ -	\$ 256,830				

MARSHALL CREEK
Community Development District

Supporting Schedules

September 30, 2018

**Non-Ad Valorem Special Assessments - St Johns County Tax Collector
(Monthly Assessment Collection Distributions)
For the Fiscal Year Ending September 30, 2018**

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount	Allocation by Funds		
					General Fund	2002 Area Capital Reserves Fund	Debt Service (1) Funds
Assessments Levied FY 2018				\$ 5,517,680	\$ 3,207,583	\$ 50,349	\$ 2,259,747
Allocation%				100%	58%	1%	41%
11/06/17	\$ 42,554	\$ 2,414	\$ 868	\$ 45,836	\$ 26,646	\$ 418	\$ 18,772
11/15/17	\$ 541,939	\$ 23,033	\$ 11,060	\$ 576,032	\$ 334,863	\$ 5,256	\$ 235,912
11/28/17	\$ 672,246	\$ 28,582	\$ 13,719	\$ 714,547	\$ 415,386	\$ 6,520	\$ 292,640
12/12/17	\$ 574,357	\$ 24,384	\$ 11,722	\$ 610,463	\$ 354,879	\$ 5,571	\$ 250,013
12/28/17	\$ 876,210	\$ 37,029	\$ 17,882	\$ 931,122	\$ 541,287	\$ 8,497	\$ 381,338
01/24/18	\$ 1,410,267	\$ 59,961	\$ 28,781	\$ 1,499,008	\$ 871,416	\$ 13,679	\$ 613,914
02/27/18	\$ 541,615	\$ 15,548	\$ 11,053	\$ 568,216	\$ 330,320	\$ 5,185	\$ 232,711
03/13/18	\$ 109,617	\$ 1,117	\$ 2,237	\$ 112,971	\$ 65,673	\$ 1,031	\$ 46,267
04/18/18	\$ 169,405	\$ 463	\$ 3,457	\$ 173,326	\$ 100,759	\$ 1,582	\$ 70,985
06/11/18	\$ 78,911	\$ (2,345)	\$ 1,610	\$ 78,176	\$ 45,446	\$ 713	\$ 32,017
06/18/18	\$ 142,928	\$ (2,771)	\$ 2,917	\$ 143,074	\$ 83,173	\$ 1,306	\$ 58,595
TOTAL	\$ 5,160,049	\$ 187,414	\$ 105,307	\$ 5,452,770	\$ 3,169,849	\$ 49,757	\$ 2,233,164
TOTAL OUTSTANDING				\$ 64,910	\$ 37,734	\$ 592	\$ 26,584
% COLLECTED TO DATE				98.82%	98.82%	98.82%	98.82%

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

Non-Ad Valorem Special Assessments - District Collected
(Monthly Assessment Collection Distributions)
For the Fiscal Year Ending September 30, 2018

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount	Allocation by Funds		
					General Fund	2002 Area Capital Reserves Fund	Series 2002 Debt Service Fund
District Collected Assessments FY 2018 (1)				\$ 52,123	\$ 12,399	\$ 1,668	\$ 38,056
Allocation%				100%	24%	3%	73%
10/19/17	\$ 20,895			\$ 1,033	\$ 834	\$ 19,028	
11/30/17	\$ 1,033			\$ 1,033	\$ -	\$ -	
12/12/17	\$ 1,033			\$ 1,033	\$ -	\$ -	
01/21/18	\$ 1,033			\$ 1,033	\$ -	\$ -	
04/06/18	\$ 3,934			\$ 3,100	\$ 834	\$ -	
04/26/18	\$ 19,028			\$ -	\$ -	\$ 19,028	
05/31/18	\$ 2,067			\$ 2,067	\$ -	\$ -	
06/29/18	\$ 2,067			\$ 2,067	\$ -	\$ -	
08/15/18	\$ 1,033			\$ 1,033	\$ -	\$ -	
08/10/18	\$ 11,654 (2)			\$ 2,772	\$ 373	\$ 8,509	
TOTAL	\$ 63,776	\$ -	\$ -	\$ -	\$ 15,171	\$ 2,041	\$ 46,565

% COLLECTED TO DATE	0%	122%	122%	122%
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(1) Assessment Notes:

St. Augustine Land & Timber LLC

(2) Assessment Notes:

Per estoppel dated 07/27/18

	Total	General Fund	Reserve Capital Project Fund	Series 2002 Debt Service Fund
Total	52,123	12,399	1,668	38,056

**Non-Ad Valorem Special Assessments - St Johns County Tax Collector Delinquent
(Monthly Assessment Collection Distributions)
Prior Year Delinquent Assessments**

Date Received	Note Reference #	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount	Allocation by Funds	
						General Fund	Series 2002 Debt Service Fund
Assessments Levied FY 2014 (1)					\$ 20,531	\$ 5,263	\$ 15,268
Assessments Levied FY 2015 (2)					\$ 21,473	\$ 6,205	\$ 15,268
Assessments Levied FY 2016 (3)					\$ 40,787	\$ 25,519	\$ 15,268
Assessments Levied FY 2017 (4)					\$ 78,568	\$ 45,018	\$ 17,698
					\$ 161,359	\$ 82,006	\$ 63,501
Payments							
01/22/18	(3)	\$ 16,604	\$ (4,283)	\$ 339	\$ 12,659	\$ 12,659	\$ -
07/27/18	072420-0026 (1)				\$ 20,531	\$ 5,263	\$ 15,268
07/27/18	072420-0026 (2)				\$ 21,473	\$ 6,205	\$ 15,268
07/27/18	072420-0026 (3)				\$ 22,423	\$ 7,155	\$ 15,268
07/27/18	072420-0026 (4)				\$ 22,702	\$ 7,434	\$ 15,268
TOTAL OUTSTANDING		\$ 16,604	\$ (4,283)	\$ 339	\$ 61,571	\$ 43,289	\$ 2,429

(1) Outstanding Parcel 072420-0026 for which the tax certificate was struck with the County.

(2) Outstanding Parcel 072420-0026 for which the tax certificate was struck with the County.

(3) Outstanding Parcel 072420-0026 for which the tax certificate was struck with the County and various residents - NOTE: Payment detail information is pending response from tax

(4) Outstanding Parcel 072420-0026 for which the tax certificate was struck with the County and various residents.

Cash and Investment Report
September 30, 2018

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND					
Checking Account - Operating	BB&T	Checking Account	n/a	0.00%	\$383,882
Money Market	BankUnited	Money Market Account	n/a	1.00%	\$1,137,751
Subtotal					\$1,521,633
DEBT SERVICE FUNDS					
Series 2002 Prepayment Fund	US Bank	Government Obligation Fund	n/a	0.05%	\$105,483
Series 2002 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$50,019
Series 2002 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$294,306
Series 2015A Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$22,243
Series 2015A Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$493,000
Series 2015A Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$303,236
Series 2016 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$11,907
Series 2016 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$31,330
Series 2016 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$25,994
CONSTRUCTION FUND					
Series 2015A Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$258,420
Total					\$3,117,571

Marshall Creek CDD

Bank Reconciliation

Bank Account No. 2195 BB&T - GF NEW
 Statement No. 09-18
 Statement Date 9/30/2018

G/L Balance (LCY)	383,881.93	Statement Balance	586,003.47
G/L Balance	383,881.93	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>	Subtotal	586,003.47
Subtotal	383,881.93	Outstanding Checks	202,121.54
Negative Adjustments	0.00	Differences	0.00
	<hr/>		
Ending G/L Balance	383,881.93	Ending Balance	383,881.93
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
12/28/2017	Payment	DD202	Payment of Credit Memo 000724	-1,214.44	0.00	-1,214.44
2/7/2018	Payment	DD205	Payment of Invoice 033978	1,291.94	0.00	1,291.94
2/28/2018		JE005623	TAX	208.12	0.00	208.12
5/8/2018	Payment	9826	CARSON, CRAIG	140.00	0.00	140.00
5/8/2018	Payment	9856	NOELANI TAYLOR	140.00	0.00	140.00
5/20/2018	Payment	DD217	Payment of Invoice 036761	11.09	0.00	11.09
6/14/2018	Payment	10079	KOKOKMO'S AT PALENCIA LLC	464.34	0.00	464.34
7/10/2018	Payment	10200	ADAM N. EMINISOR	35.00	0.00	35.00
8/6/2018	Payment	10431	CATHERINE NOELANI TAYLOR	35.00	0.00	35.00
8/6/2018	Payment	10451	MADELIN LEPRI	70.00	0.00	70.00
8/14/2018	Payment	10497	LINDA BOLGER	348.75	0.00	348.75
8/31/2018	Payment	10612	LOGAN SINCAVAGE-COOPER	20.72	0.00	20.72
9/12/2018	Payment	DD226	Payment of Invoice 038264	227.14	0.00	227.14
9/12/2018	Payment	DD229	Payment of Invoice 038261	297.82	0.00	297.82
9/17/2018	Payment	10691	DANIEL P CALDARERA	35.00	0.00	35.00
9/17/2018	Payment	10696	ERIN M LANDRY	35.00	0.00	35.00
9/17/2018	Payment	10703	JAMES JOHNSTON	150.00	0.00	150.00
9/17/2018	Payment	10704	JAMI LYNN MCCORMACK	35.00	0.00	35.00
9/17/2018	Payment	10707	JOSIE LYNN CARLETON	35.00	0.00	35.00
9/17/2018	Payment	10710	LINDA BOLGER	582.75	0.00	582.75
9/17/2018	Payment	10715	MONICA FOURMAN	210.00	0.00	210.00
9/17/2018	Payment	10716	NOELANI TAYLOR	70.00	0.00	70.00
9/17/2018	Payment	10726	TURNER ACE ST. AUGUSTINE, INC	24.58	0.00	24.58
9/17/2018	Payment	10731	COLEMAN CONSTRUCTION GROUP	85,881.45	0.00	85,881.45
9/17/2018	Payment	10732	COLEMAN CONSTRUCTION GROUP	71,700.00	0.00	71,700.00
9/24/2018	Payment	10740	AT&T	732.53	0.00	732.53
9/24/2018	Payment	10741	B & B TRAILERS AND ACCESSORIES	842.39	0.00	842.39
9/24/2018	Payment	10742	BABOLAT VS NORTH AMERICA INC	321.45	0.00	321.45
9/24/2018	Payment	10743	CHRISTOPHER MOBLEY	105.00	0.00	105.00
9/24/2018	Payment	10744	DOWNEY'S JANITORIAL SUPPLIES	274.26	0.00	274.26
9/24/2018	Payment	10745	EVANS, THOMAS	350.00	0.00	350.00
9/24/2018	Payment	10747	HOME DEPOT CREDIT SERVICES	1,063.08	0.00	1,063.08
9/24/2018	Payment	10750	JOSH WILSON	140.00	0.00	140.00
9/24/2018	Payment	10752	MICHAEL KYPRISS	547.88	0.00	547.88
9/24/2018	Payment	10753	MY RECEPTIONIST	28.00	0.00	28.00

Marshall Creek CDD

Bank Reconciliation

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
9/24/2018	Payment	10754	NEIGHBORHOOD PUBLICATIONS	440.00	0.00	440.00
9/24/2018	Payment	10757	PROFORMA	716.55	0.00	716.55
9/24/2018	Payment	10763	STACY ETTTEL	717.50	0.00	717.50
9/24/2018	Payment	10764	SYNCHRONY BANK	513.00	0.00	513.00
9/24/2018	Payment	10767	CHAD EUGENE HALLMAN	105.00	0.00	105.00
9/24/2018	Payment	10768	JON ERIC JOHNSON	105.00	0.00	105.00
9/25/2018	Payment	10770	COURT SURFACES OF FLORIDA, LLC	3,100.00	0.00	3,100.00
9/25/2018	Payment	10771	COURT SURFACES OF FLORIDA, LLC	2,020.00	0.00	2,020.00
9/25/2018	Payment	10772	INFRAMARK, LLC	12,201.70	0.00	12,201.70
9/26/2018	Payment	10774	BIG-N-LIL CUSTOM CREATIONS, INC	1,170.00	0.00	1,170.00
9/26/2018	Payment	10775	FEDEX	133.88	0.00	133.88
9/26/2018	Payment	10776	HINES PALENCIA PROPERTY	9,836.66	0.00	9,836.66
9/26/2018	Payment	10777	ROCK SOLID ROCK LLC	1,384.80	0.00	1,384.80
9/28/2018	Payment	10778	PROSSER	4,438.60	0.00	4,438.60
Total Outstanding Checks.....				202,121.54		202,121.54

Payroll Invoice Approval Listing

September 30, 2018

Week	Date	Amount
Week # 37	09/14/18	\$50,755.98
Week # 39	09/28/18	\$48,264.97
Total		\$99,020.95

Statistical Summary

Company: 49Z - Marshal Creek Con Service Center: 0030 SEMA
 Week#: 37 Pay Date: 09/14/2018
 Qtr/Year: 3/2018 Run Time/Date: 15:24:32 PM EDT 09/10/2018

Status: Cycle Complete
 P/E Date: 09/09/2018

Taxes Debited	Federal Income Tax	3,810.99	
	Earned Income Credit Advance:	0.00	
	Social Security - EE	2,932.14	
	Social Security - ER	2,932.12	
	Social Security Adj - EE	0.00	
	Medicare - EE	685.74	
	Medicare - ER	685.74	
	Medicare Adj - EE	0.00	
	Medicare Surtax - EE	0.00	
	Medicare Surtax Adj - EE	0.00	
	COBRA Premium Assistance Payments	0.00	
	Federal Unemployment Tax	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	
	Workers' Benefit Fund Assessment - EE	0.00	
	Workers' Benefit Fund Assessment - ER	0.00	
	Local Income Tax	0.00	
	School District Tax	0.00	
	Total Taxes Debited	11,046.73	
Other Transfers	ADP Check Acct. No.0000241662195Tran/ABA263191387	10,386.34	
	Full Service Direct Deposit Acct. No.0000241662195Tran/ABA263191387	29,247.38	
	Wage Garnishments Acct. No.0000241662195Tran/ABA263191387	75.53	
	Total Amount Debited From Your Account		50,755.98
Bank Debits & Other Liability	Adjustments/Prepay/Voids	0.00	
Taxes- Your Responsibility	None this payroll		
			Total Liability
			50,755.98
			50,755.98

Jelen Ciesla 9/10/18

Statistical Summary

Company: 49Z - Marshal Creek Con Service Center: 0030 SEMA
 Week#: 39 Pay Date: 09/28/2018
 Qtr/Year: 3/2018 Run Time/Date: 15:57:29 PM EDT 09/24/2018

Status: Under Review
 P/E Date: 09/23/2018

Taxes Debited	Federal Income Tax	3,481.82		
	Earned Income Credit Advance:	0.00		
	Social Security - EE	2,788.60		
	Social Security - ER	2,788.65		
	Social Security Adj - EE	0.00		
	Medicare - EE	652.23		
	Medicare - ER	652.18		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	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		
	Workers' Benefit Fund Assessment - EE	0.00		
	Workers' Benefit Fund Assessment - ER	0.00		
	Local Income Tax	0.00		
School District Tax	0.00			
Total Taxes Debited	10,363.48			
Other Transfers	ADP Check Acct. No.0000241662195Tran/ABA263191387	9,119.20		
	Full Service Direct Deposit Acct. No.0000241662195Tran/ABA263191387	28,706.76		
	Wage Garnishments Acct. No.0000241662195Tran/ABA263191387	75.53		
Total Amount Debited From Your Account				
Bank Debits & Other Liability	Adjustments/Prepay/Voids	0.00		
Taxes- Your Responsibility	None this payroll			
			Total Liability	
			48,264.97	48,264.97
				48,264.97
				48,264.97

Aden Ciesla 10/4/18

Construction Report
Series 2015A Bonds

Recap of Capital Project Fund Activity Through September 30 , 2018

Source of Funds:	<u>Amount</u>
Opening Balance in Construction Account	\$ 1,508,037
Opening Balance in Cost of Issuance account	159,750
Interest Earned	
Construction Account	\$ 5,172
Cost of Issuance Account	4
Private Source: Contribution from	209
Reserve Account (transferred)	1,495
	<u>\$ 6,881</u>
Total Source of Funds:	<u>\$ 1,674,668</u>
Use of Funds:	
Disbursements:	
Cost of Issuance	\$ 157,875
Stormwater System	-
General Infrastructure-Roadway Renewal and Reconstruction	10,484
Swim/Fitness Facility	-
Tennis Center	-
Landscape Maintenance Storage Building	1,249,479
Tolomato Boardwalk Golf Cart Parking	-
Retainage	(1,590)
	<u>\$ 1,416,247</u>
Total Use of Funds:	<u>\$ 1,416,247</u>
Net Available Amount to spend in Construction Account at September 30, 2018	<u>\$ 258,420</u>

MARSHALL CREEK
Community Development District

Check Register

September 1 - September 30, 2018

MARSHALL CREEK
Community Development District

**Payment Register by Fund
For the Period from 09/1/2018 to 09/30/2018
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
GENERAL FUND - 001								
001	0004	09/12/18	MARSHALL CREEK	09102018	TRANSFER FUNDS TO CHECKING	Due From Other Funds	131000	\$500,000.00
001	10660	09/04/18	REPUBLIC SERVICES OF FL, L.P	0687-000916252	CONTAINER RENTAL 9/1-9/30/18	Utility - Refuse Removal	543020-53902	\$208.25
001	10660	09/04/18	REPUBLIC SERVICES OF FL, L.P	0687-000918958	CONTANTER RENTAL 9/1-9/30/18	Utility - Refuse Removal	543020-57206	\$115.97
001	10660	09/04/18	REPUBLIC SERVICES OF FL, L.P	0687-000918958	CONTANTER RENTAL 9/1-9/30/18	Utility - Refuse Removal	543020-57205	\$176.46
001	10661	09/05/18	BARNEY'S PUMPS INC.	INVJ00008409	LIFT STATION PUMPS	R&M-Roads & Alleyways	546081-53901	\$6,737.00
001	10662	09/05/18	HOPPING, GREEN & SAMS	102408	General Counsel July 2018	ProfServ-Legal Services	531023-51401	\$1,565.00
001	10662	09/05/18	HOPPING, GREEN & SAMS	102409	Monthly Meeting July 2018	ProfServ-Legal Services	531023-51401	\$1,500.00
001	10663	09/05/18	SUN LIFE FINANCIAL	92284-082918	PERIOD 9/1-9/30/18	Payroll-Benefits	512010-53902	\$381.27
001	10663	09/05/18	SUN LIFE FINANCIAL	92284-082918	PERIOD 9/1-9/30/18	Payroll-Benefits	512010-57205	\$212.38
001	10663	09/05/18	SUN LIFE FINANCIAL	92284-082918	PERIOD 9/1-9/30/18	Payroll-Benefits	512010-57206	\$158.32
001	10663	09/05/18	SUN LIFE FINANCIAL	92284-082918	PERIOD 9/1-9/30/18	Payroll-Benefits	512010-52901	\$63.79
001	10663	09/05/18	SUN LIFE FINANCIAL	92284-082918	PERIOD 9/1-9/30/18	Payroll-Benefits	512010-53901	\$51.03
001	10664	09/10/18	AMTEC	5082-08-18	Series 2015A Report MAR 2018	ProfServ-Arbitrage Rebate	531002-51301	\$600.00
001	10665	09/10/18	BB&T	2056-082118	PURCHASE FOR 7/27/18	HOME DEPOT	546041-53902	\$17.13
001	10666	09/10/18	BB&T-2031	2031-082118	PURCHASE FOR 7/27-7/28/18	MAD SCIENCE (SUMMER CAMP)	552033-57205	\$315.00
001	10666	09/10/18	BB&T-2031	2031-082118	PURCHASE FOR 7/27-7/28/18	EPIC THEATRES OF ST. AUGUSTINE (SUMMER CAMP)	552033-57205	\$211.00
001	10667	09/10/18	BB&T-2049	2049-082118	PURCHASES FOR 7/31-8/14/18	NY PIZZA (STAFF TRAINING & LUNCH)	549059-57206	\$37.47
001	10667	09/10/18	BB&T-2049	2049-082118	PURCHASES FOR 7/31-8/14/18	NY PIZZA (JUNIOR PLAY DAY)	549052-57206	\$10.50
001	10667	09/10/18	BB&T-2049	2049-082118	PURCHASES FOR 7/31-8/14/18	AED SUPERSTORE (OFFICE EQUIPMENT)	551005-57206	\$149.00
001	10668	09/10/18	BB&T-2064	2064-082118	PURCHASES FOR 7/19-8/15/18	MEMPHIS JAX BBQ (MEALS & ENT)	549015-53902	\$42.12
001	10668	09/10/18	BB&T-2064	2064-082118	PURCHASES FOR 7/19-8/15/18	AMAZON (CLEANING SUPPLIES)	546104-53910	\$19.75
001	10668	09/10/18	BB&T-2064	2064-082118	PURCHASES FOR 7/19-8/15/18	AMAZON (CLEANING SUPPLIES)	546104-53910	\$129.19
001	10668	09/10/18	BB&T-2064	2064-082118	PURCHASES FOR 7/19-8/15/18	FLORIDA HEALTH POOL	546074-57205	\$225.00
001	10668	09/10/18	BB&T-2064	2064-082118	PURCHASES FOR 7/19-8/15/18	AMAZON CLEANING SUPPLIES	546104-53910	\$18.80
001	10668	09/10/18	BB&T-2064	2064-082118	PURCHASES FOR 7/19-8/15/18	AMZON DECK WRECKER	546009-53901	\$85.21
001	10668	09/10/18	BB&T-2064	2064-082118	PURCHASES FOR 7/19-8/15/18	LINCOLN AQUATICS	546009-53901	\$2,986.51
001	10668	09/10/18	BB&T-2064	2064-082118	PURCHASES FOR 7/19-8/15/18	LINCOLN BOARDWALK SUPPLIES	546009-53901	\$565.00
001	10668	09/10/18	BB&T-2064	2064-082118	PURCHASES FOR 7/19-8/15/18	NINE MILE LANDFILL MATERIAL FOR SIDEWALKS	546084-53901	\$567.63
001	10669	09/10/18	FEDEX	6-289-57026	SERVICE FOR 8/17-8/22/18	Postage and Freight	541006-51301	\$25.82
001	10670	09/10/18	HINES PALENCIA PROPERTY	082918	PROPERTY MANAGEMENT 8/31/18	ProfServ-Field Management	531016-53910	\$9,836.66
001	10671	09/10/18	JON ERIC JOHNSON	JJ081418	SECURITY FOR 8/2/18	Contracts-Roving Patrol	534099-52901	\$140.00
001	10674	09/10/18	NEWVENTURE OF JACKSONVILLE, INC	164994	JANITORIAL SERVICE 9/18	Contracts-Janitorial Services	534026-57206	\$500.00
001	10675	09/10/18	POOLSURE	131295580787	WATER MANAGEMENT 9/18	R&M-Pools	546074-57205	\$973.35
001	10676	09/14/18	DOWNEY'S JANITORIAL SUPPLIES	41-14701	TOILET TISSUE	Office Supplies	551002-57206	\$34.85
001	10677	09/14/18	HANK EPPERSON	18-0801	CPR/AED DEMO & LECTURE	Misc-Training	549059-57206	\$100.00
001	10678	09/17/18	ADP, INC.	520483674	PERIOD ENDING 8/26/18	Payroll-Benefits	512010-53902	\$70.25
001	10678	09/17/18	ADP, INC.	520483674	PERIOD ENDING 8/26/18	Payroll-Benefits	512010-57205	\$184.20
001	10678	09/17/18	ADP, INC.	520483674	PERIOD ENDING 8/26/18	Payroll-Benefits	512010-57206	\$59.99
001	10678	09/17/18	ADP, INC.	520483674	PERIOD ENDING 8/26/18	Payroll-Benefits	512010-52901	\$6.32
001	10678	09/17/18	ADP, INC.	520483674	PERIOD ENDING 8/26/18	Payroll-Benefits	512010-53901	\$5.06
001	10678	09/17/18	ADP, INC.	520908909	PERIOD ENDING 8/30/18	Postage and Freight	541006-53910	\$19.80
001	10679	09/17/18	ALDRICH HEAT TRANSFER	4526	SNACK BAR AC 8/22	R&M-Buildings	546012-57202	\$5,980.00
001	10680	09/17/18	AMASON'S PORTABLE TOILETS	66121	HANDI CAP RENTAL 6/17/18	R&M-Boardwalks	546009-53901	\$144.84
001	10681	09/17/18	AT&T	10562-082818	904 819-0006 8/28-9/27/18	R&M-Gate	546034-52901	\$220.04
001	10682	09/17/18	BLUE TARP FINANCIAL INC	40964965	MISC REPAIRS TO VEHICLE	R&M-Vehicles	546104-53910	\$42.99

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001	10682	09/17/18	BLUE TARP FINANCIAL INC	40982487	WATER PUMP	R&M-Pools	546074-57205	\$399.00
001	10683	09/17/18	BRAD'S BEDDING PLANTS INC	240552	COLEUS WASABI, RUSTIC ORANGE	Impr - Landscape	563023-53902	\$1,115.20
001	10684	09/17/18	CELEBRATIONS PARTY RENTAL	11209-083018	BOUNCE HOUSE FOR FOOD TRUCK FR	Misc-Special Events	549052-57202	\$189.90
001	10685	09/17/18	CINTAS CORP	8403793772	MISC FIRST AID SUPPLIES	Office Supplies	551002-57205	\$39.08
001	10686	09/17/18	CLEAR WATERS INC.	91544	LAKE TREATMENT	R&M-Lake	546042-53903	\$4,290.00
001	10689	09/17/18	CONSOLIDATED ELECTRICAL	8355-622883	TENNIS CHASE PIPES	R&M-Electrical	546020-53901	\$16.52
001	10690	09/17/18	CRONIN ACE HARDWARE	333/2	MISC SUPPLIES	R&M-General	546001-57206	\$36.68
001	10691	09/17/18	DANIEL P CALDARERA	CREEK-091018	SPIN	Payroll-Shared Personnel	512011-53910	\$35.00
001	10692	09/17/18	DEBOW'S APPLIANCE SERVICE	CREEK-082718	ICE MACHINE REPAIR	R&M-Buildings	546012-57205	\$160.00
001	10692	09/17/18	DEBOW'S APPLIANCE SERVICE	MCCDD-091218	10/18 ICE MACHINE RENTAL	Rental/Lease - Vehicle/Equip	544003-57206	\$132.08
001	10693	09/17/18	DEFOREST E. BOWMAN	CREEK-091018	KIDS FITNESS	Payroll-Shared Personnel	512011-53910	\$70.00
001	10694	09/17/18	DOWNEY'S JANITORIAL SUPPLIES	41-15751	TOWELS	Op Supplies - Spa & Paper	552012-57205	\$78.90
001	10694	09/17/18	DOWNEY'S JANITORIAL SUPPLIES	41-15626	TOWELS AND TOILET TISSUE	Op Supplies - Spa & Paper	552012-57205	\$72.90
001	10694	09/17/18	DOWNEY'S JANITORIAL SUPPLIES	41-15831	FOAM CUPS	Op Supplies - Uniforms	552028-57206	\$41.25
001	10695	09/17/18	ERIN GUNIA	CREEK-082918	8/29 REIMB SUNNY DAYS EMBROIDE	Op Supplies - Uniforms	552028-57205	\$351.00
001	10696	09/17/18	ERIN M LANDRY	CREEK-091018	YOGA	Payroll-Shared Personnel	512011-53910	\$35.00
001	10697	09/17/18	FEDEX	6-296-87017	SERVICE FOR 8/23/18	Postage and Freight	541006-51301	\$12.91
001	10698	09/17/18	GLENDA AVILE'S MALEWICKI	CREEK-091018	SENIOR YOGA-MCCDD	Contracts-Outside Fitness	534111-57202	\$105.00
001	10699	09/17/18	HARDWICK FENCE LLC	143505	ADDED 12- 1*4*8 RAILS	R&M-Roads & Alleyways	546081-53901	\$44.73
001	10699	09/17/18	HARDWICK FENCE LLC	143831	BLACK INDUSTRIAL RAIL FENCE	R&M-Pools	546074-57205	\$4,357.00
001	10700	09/17/18	HINES PALENCIA PROPERTY	BB_WCMAY2018-IT	2ND QTR ALLOCATION	Op Supplies - General	552001-53902	\$190.89
001	10700	09/17/18	HINES PALENCIA PROPERTY	BB_WCMAY2018-IT	2ND QTR ALLOCATION	ProfServ-Info Technology	531020-57205	\$40.93
001	10700	09/17/18	HINES PALENCIA PROPERTY	BB_WCMAY2018-IT	2ND QTR ALLOCATION	ProfServ-Info Technology	531020-57206	\$286.34
001	10701	09/17/18	HINES PALENCIA PROPERTY	DD-MCAFEETHREAT-2018	MCAFEET PROTECTION 6/28-6/29/18	Op Supplies - General	552001-53902	\$76.00
001	10701	09/17/18	HINES PALENCIA PROPERTY	DD-MCAFEETHREAT-2018	MCAFEET PROTECTION 6/28-6/29/18	ProfServ-Info Technology	531020-57205	\$38.00
001	10701	09/17/18	HINES PALENCIA PROPERTY	DD-MCAFEETHREAT-2018	MCAFEET PROTECTION 6/28-6/29/18	ProfServ-Info Technology	531020-57206	\$95.00
001	10702	09/17/18	HOME DEPOT CREDIT SERVICES	1024586	MISC SUPPLIES	R&M-Pools	546074-57205	\$63.23
001	10702	09/17/18	HOME DEPOT CREDIT SERVICES	1024586	MISC SUPPLIES	Op Supplies - General	552001-53910	\$3.97
001	10702	09/17/18	HOME DEPOT CREDIT SERVICES	5172843	MISC LANDSCAPE SUPPLIES	R&M-General	546001-57206	\$56.86
001	10702	09/17/18	HOME DEPOT CREDIT SERVICES	5025446	MISC BUILDING SUPPLIES	R&M-Buildings	546012-53902	\$46.66
001	10702	09/17/18	HOME DEPOT CREDIT SERVICES	5033803	WRENCH SET	Op Supplies - General	552001-53910	\$14.97
001	10703	09/17/18	JAMES JOHNSTON	083018	SINGER FOR FOOD TRUCK FRIDAY	Misc-Special Events	549052-57202	\$150.00
001	10704	09/17/18	JAMI LYNN MCCORMACK	091018-MCCDD	SENIOR YOGA	Contracts-Outside Fitness	534111-57202	\$35.00
001	10705	09/17/18	JERMAINE ANTONIO SOLOMON	CREEK-091018	PERSONAL TRAINING	Payroll-Shared Personnel	512011-53910	\$162.00
001	10706	09/17/18	JIVE COMMUNICATIONS, INC	IN20001071196	PHONES	Communication - Telephone	541003-57206	\$112.72
001	10707	09/17/18	JOSIE LYNN CARLETON	CREEK-091018	PILATES	Payroll-Shared Personnel	512011-53910	\$35.00
001	10708	09/17/18	L. WERNINCK & SONS, INC.	520992	MISC SUPPLIES	R&M-Sidewalks	546084-53901	\$120.92
001	10708	09/17/18	L. WERNINCK & SONS, INC.	521115	MISC SUPPLIES	R&M-Boardwalks	546009-53901	\$328.05
001	10709	09/17/18	LAURA CORREA	CREEK-091018	ZUMBA & POUND	Payroll-Shared Personnel	512011-53910	\$210.00
001	10710	09/17/18	LINDA BOLGER	CREEK-091018	SWIM LESSONS	ProfServ-Swim Pool Commiss	531041-57205	\$582.75
001	10711	09/17/18	MADELIN LEPRI	CREEK-091018	YOGA	Payroll-Shared Personnel	512011-53910	\$70.00
001	10712	09/17/18	MEDICAL EXPRESS CORPORATION	201801227	DRUG SCREENING 8/9-8/21/18	Payroll-Benefits	512010-57205	\$81.00
001	10713	09/17/18	MICHAEL KYPRISS	CREEK-090418	TENNIS LESSONS	Payroll-Commission	512040-57206	\$651.00
001	10713	09/17/18	MICHAEL KYPRISS	CREEK-091018	TENNIS LESSONS	Payroll-Commission	512040-57206	\$360.75
001	10714	09/17/18	MIRANDA G BULGER	CREEK-091018	HITT, SPIN	Payroll-Shared Personnel	512011-53910	\$245.00
001	10715	09/17/18	MONICA FOURMAN	091018	EXTREME BURN	Payroll-Shared Personnel	512011-53910	\$210.00
001	10716	09/17/18	NOELANI TAYLOR	CREEK-091018	SPIN	Payroll-Shared Personnel	512011-53910	\$70.00

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001	10717	09/17/18	PALENCIA ARB	08/18-SWIM/FITNESS	8/18 PRORATA RENT	Contracts-Misc Labor	534025-57202	\$69.23
001	10718	09/17/18	PINCH A PENNY 038	307851	POOL SUPPLIES	R&M-Pools	546074-57205	\$27.96
001	10718	09/17/18	PINCH A PENNY 038	307820	VAC LOCK	R&M-Pools	546074-57205	\$39.99
001	10719	09/17/18	PUBLIX SUPER MARKETS, INC.	0011970928	EMPLOYEE MEALS	Misc-Employee Meals	549015-53902	\$10.95
001	10720	09/17/18	RAMCO PROTECTIVE SECURITY SOLUTIONS	22155	SECURITY THRU 9/7/18	Contracts-Security Services	534037-52901	\$5,232.00
001	10720	09/17/18	RAMCO PROTECTIVE SECURITY SOLUTIONS	22265	SECURITY THRU 9/14/18	Contracts-Security Services	534037-52901	\$4,880.00
001	10721	09/17/18	RENEE R YOOS	CREEK-091018	FIT, BALLS AND BARRE, SUB	Payroll-Shared Personnel	512011-53910	\$175.00
001	10722	09/17/18	RESIDEX, LLC	INV992597	TURF FUEL	R&M-Grounds	546037-53902	\$222.50
001	10722	09/17/18	RESIDEX, LLC	INV762968	BLADE IRON	R&M-Grounds	546037-53902	\$63.75
001	10723	09/17/18	ROY HUTCHERSON	CREEK-090418	REIMB FOR 7/7 THRU 9/3/18	Travel and Per Diem	540001-57205	\$23.98
001	10723	09/17/18	ROY HUTCHERSON	CREEK-090418	REIMB FOR 7/7 THRU 9/3/18	Travel and Per Diem	540001-57205	\$23.98
001	10723	09/17/18	ROY HUTCHERSON	CREEK-090418	REIMB FOR 7/7 THRU 9/3/18	Travel and Per Diem	540001-53910	\$40.33
001	10723	09/17/18	ROY HUTCHERSON	CREEK-090418	REIMB FOR 7/7 THRU 9/3/18	Travel and Per Diem	540001-53910	\$33.79
001	10723	09/17/18	ROY HUTCHERSON	CREEK-090418	REIMB FOR 7/7 THRU 9/3/18	Travel and Per Diem	540001-53910	\$39.79
001	10723	09/17/18	ROY HUTCHERSON	CREEK-090418	REIMB FOR 7/7 THRU 9/3/18	Travel and Per Diem	540001-57205	\$23.98
001	10723	09/17/18	ROY HUTCHERSON	CREEK-090418	REIMB FOR 7/7 THRU 9/3/18	Travel and Per Diem	540001-57205	\$23.98
001	10723	09/17/18	ROY HUTCHERSON	CREEK-090418	REIMB FOR 7/7 THRU 9/3/18	Op Supplies - General	552001-53910	\$50.00
001	10723	09/17/18	ROY HUTCHERSON	CREEK-090418	REIMB FOR 7/7 THRU 9/3/18	Op Supplies - General	552001-53910	\$50.00
001	10723	09/17/18	ROY HUTCHERSON	CREEK-090418	REIMB FOR 7/7 THRU 9/3/18	R&M-Sidewalks	546084-53901	\$94.17
001	10723	09/17/18	ROY HUTCHERSON	CREEK-090418	REIMB FOR 7/7 THRU 9/3/18	Op Supplies - General	552001-53901	\$20.00
001	10724	09/17/18	SITEONE LANDSCAPE	87872598	MODULE FOR SOLAR SYNC, POLY	R&M-Irrigation	546041-53902	\$303.67
001	10725	09/17/18	ST. AUGUSTINE POWER HOUSE	180403	FILTER	R&M-Vehicles	546104-53910	\$23.09
001	10726	09/17/18	TURNER ACE ST. AUGUSTINE, INC	3253/3	MISC HARDWARE ITEMS	R&M-Boardwalks	546009-53901	\$24.58
001	10727	09/17/18	UPS	0000R8R713368	SERVICE FOR 8/30/18	Office Supplies	551002-57206	\$48.32
001	10728	09/17/18	W.W. GAY MECHANICAL CONTRACTOR	299285	REPLACE ELECTRIC PARTS WATER H	R&M-Buildings	546012-57205	\$1,330.49
001	10729	09/17/18	WILLIAMS' PLANT NURSERY	89060	POTTING MIX	Impr - Landscape	563023-53902	\$73.90
001	10729	09/17/18	WILLIAMS' PLANT NURSERY	88331	MISC PLANTS	Impr - Landscape	563023-53902	\$51.00
001	10729	09/17/18	WILLIAMS' PLANT NURSERY	89046	POTTING MIX	Impr - Landscape	563023-53902	\$73.90
001	10730	09/17/18	ZUZANA PADUANO	CREEK-091018	PERSONAL TRAINING	Payroll-Shared Personnel	512011-53910	\$307.80
001	10731	09/17/18	COLEMAN CONSTRUCTION GROUP	4	Pmnt for Hurr Irma/Matthew	FEMA Boardwalk Expense	546911-53901	\$85,881.45
001	10732	09/17/18	COLEMAN CONSTRUCTION GROUP	5R	Pmnt for Hurr Irma/Matthew 5	FEMA Boardwalk Expense	546911-53901	\$71,700.00
001	10733	09/17/18	SITEONE LANDSCAPE	87764360	ROOT BARRIER, GRATE GREEN	R&M-General	546001-57206	\$244.64
001	10734	09/17/18	ST. AUGUSTINE RECORD	0000024417	ADOPTION OF BUDGET 8/7/18	Legal Advertising	548002-51301	\$421.83
001	10735	09/17/18	VILLAGE KEY & ALARM, INC.	320707	ALARM MONITORING 9/1-11/30/18	Contracts-Misc Labor	534025-57202	\$36.50
001	10735	09/17/18	VILLAGE KEY & ALARM, INC.	320707	ALARM MONITORING 9/1-11/30/18	Pre Paid Items	155000	\$73.00
001	10736	09/18/18	FEDEX	6-303-27161	SERVICE FOR 8/30-8/31/18	Postage and Freight	541006-51301	\$25.82
001	10737	09/18/18	UNITED HEALTHCARE SERVICES, INC	064907713186	COVERAGE 10/1-10/31/18	Pre Paid Items	155000-53902	\$3,173.25
001	10737	09/18/18	UNITED HEALTHCARE SERVICES, INC	064907713186	COVERAGE 10/1-10/31/18	Pre Paid Items	155000-57205	\$2,035.19
001	10737	09/18/18	UNITED HEALTHCARE SERVICES, INC	064907713186	COVERAGE 10/1-10/31/18	Pre Paid Items	155000-57206	\$1,683.58
001	10737	09/18/18	UNITED HEALTHCARE SERVICES, INC	064907713186	COVERAGE 10/1-10/31/18	Pre Paid Items	155000-52901	\$315.68
001	10737	09/18/18	UNITED HEALTHCARE SERVICES, INC	064907713186	COVERAGE 10/1-10/31/18	Pre Paid Items	155000-53901	\$252.54
001	10738	09/19/18	ALPINE ARTISAN STUDIOS, LLC	24250	MISC TENNIS REPAIRS	Cap Outlay-Machinery and Equip	564001-57206	\$2,917.50
001	10738	09/19/18	ALPINE ARTISAN STUDIOS, LLC	24250	MISC TENNIS REPAIRS	Cap Outlay - Pool Furniture	564020-57205	\$1,962.94
001	10739	09/24/18	ADP, INC.	521268930	PERIOD ENDING 9/9/18	Payroll-Benefits	512010-53902	\$64.06
001	10739	09/24/18	ADP, INC.	521268930	PERIOD ENDING 9/9/18	Payroll-Benefits	512010-57205	\$171.59
001	10739	09/24/18	ADP, INC.	521268930	PERIOD ENDING 9/9/18	Payroll-Benefits	512010-57206	\$53.89
001	10739	09/24/18	ADP, INC.	521268930	PERIOD ENDING 9/9/18	Payroll-Benefits	512010-52901	\$6.27

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001	10739	09/24/18	ADP, INC.	521268930	PERIOD ENDING 9/9/18	Payroll-Benefits	512010-53901	\$5.01
001	10739	09/24/18	ADP, INC.	521268930	PERIOD ENDING 9/9/18	P/R-Board of Supervisors	511001-51101	\$27.85
001	10740	09/24/18	AT&T	090218-9020	904 599-9020 9/2-10/1/18	Communication - Telephone	541003-57205	\$732.53
001	10741	09/24/18	B & B TRAILERS AND ACCESSORIES	50726	TRAILER REPAIR	R&M-Equipment	546022-53902	\$842.39
001	10742	09/24/18	BABOLAT VS NORTH AMERICA INC	2606293	MISC INVENTORY	COS - Start Up Inventory	552143-57206	\$321.45
001	10743	09/24/18	CHRISTOPHER MOBLEY	CM091218	SECURITY FOR 9/12/18	Contracts-Roving Patrol	534099-52901	\$105.00
001	10744	09/24/18	DOWNEY'S JANITORIAL SUPPLIES	41-15857	CUPS, TOILET TISSUE, FACIAL TI	Office Supplies	551002-57206	\$274.26
001	10745	09/24/18	EVANS, THOMAS	TE091218	SECURITY FOR 9/1 THRU 9/8/18	Contracts-Roving Patrol	534099-52901	\$350.00
001	10746	09/24/18	GARY PERNA	GP091218	SECURITY FOR 8/29-9/12/18	Contracts-Roving Patrol	534099-52901	\$385.00
001	10747	09/24/18	HOME DEPOT CREDIT SERVICES	7027783	MISC SUPPLIES	R&M-Electrical	546020-53901	\$312.28
001	10747	09/24/18	HOME DEPOT CREDIT SERVICES	7027783	MISC SUPPLIES	R&M-Vehicles	546104-53910	\$298.00
001	10747	09/24/18	HOME DEPOT CREDIT SERVICES	7027783	MISC SUPPLIES	R&M-Boardwalks	546009-53901	\$268.00
001	10747	09/24/18	HOME DEPOT CREDIT SERVICES	7027783	MISC SUPPLIES	Op Supplies - General	552001-53910	\$184.80
001	10748	09/24/18	HUNTER INDUSTRIES INCORPORATED	2642646 RI	IRRIGATION SUPPLIES	R&M-Irrigation	546041-53902	\$120.00
001	10749	09/24/18	JACK LEAKE	1178	REMOVE SWEETGUN TREES	R&M-Trees and Trimming	546099-53902	\$850.00
001	10749	09/24/18	JACK LEAKE	1177	REMOVE PINE TREES	R&M-Trees and Trimming	546099-53902	\$600.00
001	10750	09/24/18	JOSH WILSON	JW091218	SECURITY FOR 9/6/18	Contracts-Roving Patrol	534099-52901	\$140.00
001	10751	09/24/18	MCMASTER-CARR SUPPLY CO.	72486080	MISC SUPPLIES FOR BOARDWALK	R&M-Boardwalks	546009-53901	\$103.23
001	10751	09/24/18	MCMASTER-CARR SUPPLY CO.	72760426	MISC SUPPLIES FOR BOARDWALK	R&M-Boardwalks	546009-53901	\$53.56
001	10751	09/24/18	MCMASTER-CARR SUPPLY CO.	71832028	MISC SUPPLIES FOR BOARDWALK	R&M-Boardwalks	546009-53901	\$154.38
001	10752	09/24/18	MICHAEL KYPRISS	CREEK-091918	TENNIS LESSONS	Payroll-Commission	512040-57206	\$547.88
001	10753	09/24/18	MY RECEPTIONIST	OS17260725	VOICEMAIL 6/27 THRU 7/24/18	Communication - Telephone	541003-53910	\$28.00
001	10754	09/24/18	NEIGHBORHOOD PUBLICATIONS	MCCDD0595	9/18 WEBSITE MAINT	Printing and Binding	547001-53910	\$220.00
001	10754	09/24/18	NEIGHBORHOOD PUBLICATIONS	MCCDD0595	9/18 WEBSITE MAINT	Advertising	548001-57205	\$110.00
001	10754	09/24/18	NEIGHBORHOOD PUBLICATIONS	MCCDD0595	9/18 WEBSITE MAINT	Advertising	548001-57206	\$110.00
001	10755	09/24/18	OFFICE DEPOT	196781062001	MISC OFFICE SUPPLIES	Office Supplies	551002-57206	\$40.31
001	10756	09/24/18	PETER BUCHKOVICH	0408	TENNIS COURT REPAIRS	Cap Outlay-Machinery and Equip	564001-57206	\$4,250.00
001	10757	09/24/18	PROFORMA	0A98004170	UNIFORMS	Op Supplies - Uniforms	552028-53902	\$716.55
001	10758	09/24/18	PROPET DISTRIBUTORS INC	123431	LITTER BAGS, TRASH BAGS	Op Supplies - General	552001-53902	\$558.35
001	10759	09/24/18	RAMCO PROTECTIVE SECURITY SOLUTIONS	22372	SECURITY THRU 9/21/18	Contracts-Security Services	534037-52901	\$4,880.00
001	10760	09/24/18	RANDSTAD	R23503407	TEMP HELP PERIOD ENDING 9/2/18	Payroll-Administrative	512009-53902	\$125.68
001	10760	09/24/18	RANDSTAD	R23503407	TEMP HELP PERIOD ENDING 9/2/18	Payroll-IPM Staff	512014-53902	\$539.58
001	10760	09/24/18	RANDSTAD	R23537984	TEMP HELP PERIOD ENDING 9/9/18	Payroll-Administrative	512009-53902	\$125.68
001	10760	09/24/18	RANDSTAD	R23537984	TEMP HELP PERIOD ENDING 9/9/18	Payroll-IPM Staff	512014-53902	\$507.84
001	10761	09/24/18	SITEONE LANDSCAPE	88079301	RED BUSHING	R&M-Irrigation	546041-53902	\$6.03
001	10761	09/24/18	SITEONE LANDSCAPE	87794784	MISC IRRIGATION SUPPLIES	R&M-Irrigation	546041-53902	\$322.63
001	10761	09/24/18	SITEONE LANDSCAPE	88056711	MISC SUPPLIES	R&M-Pump Station	546075-53902	\$645.14
001	10761	09/24/18	SITEONE LANDSCAPE	88056575	PINE STRAW	R&M-Mulch	546059-53902	\$57.66
001	10761	09/24/18	SITEONE LANDSCAPE	88056646	BLEACH AND SPRAYER	R&M-Boardwalks	546009-53901	\$130.41
001	10762	09/24/18	ST. AUGUSTINE POWER HOUSE	180613	MISC SUPPLIES	R&M-Equipment	546022-53902	\$131.96
001	10762	09/24/18	ST. AUGUSTINE POWER HOUSE	180614	MISC SUPPLIES	R&M-Equipment	546022-53902	\$221.96
001	10763	09/24/18	STACY ETEL	SE091218	SECURITY FOR 8/20 THRU 9/8/18	Contracts-Roving Patrol	534099-52901	\$717.50
001	10764	09/24/18	SYNCHRONY BANK	19598	MISC SUPPLIES	Impr - Landscape	563023-53902	\$30.36
001	10764	09/24/18	SYNCHRONY BANK	19598	MISC SUPPLIES	R&M-Equipment	546022-53902	\$170.06
001	10764	09/24/18	SYNCHRONY BANK	19598	MISC SUPPLIES	R&M-Grounds	546037-53902	\$312.58
001	10765	09/24/18	FPL	092118-ACH	SERVICE FOR 8/7-9/6/18	Electricity - Streetlighting	543013-53903	\$16.68
001	10766	09/24/18	FPL	091018-80384	68287-80384 8/9-9/10/18	Electricity - General	543006-53902	\$315.11

MARSHALL CREEK
Community Development District

Payment Register by Fund
For the Period from 09/1/2018 to 09/30/2018
(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	10767	09/24/18	CHAD EUGENE HALLMAN	CH091218	SECURITY FOR 9/11/18	Contracts-Roving Patrol	534099-52901	\$105.00
001	10768	09/24/18	JON ERIC JOHNSON	JJ091218	SECURITY FOR 9/7/18	Contracts-Roving Patrol	534099-52901	\$105.00
001	10769	09/24/18	MCMaster-CARR SUPPLY CO.	72768506	MISC BOARDWALK SUPPLIES	R&M-Boardwalks	546009-53901	\$47.44
001	10770	09/25/18	COURT SURFACES OF FLORIDA, LLC	092118-BALANCE	BALANCE RESURFACE BASKETBALL C	R&M-Buildings	546012-53901	\$3,100.00
001	10771	09/25/18	COURT SURFACES OF FLORIDA, LLC	092118-DEPOSIT	DEPOSIT RESURFACE BASKETBALL C	R&M-Buildings	546012-53901	\$2,020.00
001	10772	09/25/18	INFRAMARK, LLC	34135	9/18 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,833.33
001	10772	09/25/18	INFRAMARK, LLC	34135	9/18 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-57201	\$1,750.00
001	10772	09/25/18	INFRAMARK, LLC	34135	9/18 MANAGEMENT FEES	Postage and Freight	541006-51301	\$96.63
001	10772	09/25/18	INFRAMARK, LLC	34135	9/18 MANAGEMENT FEES	Printing and Binding	547001-51301	\$295.60
001	10772	09/25/18	INFRAMARK, LLC	34135	9/18 MANAGEMENT FEES	Office Supplies	551002-51301	\$38.50
001	10772	09/25/18	INFRAMARK, LLC	34135	9/18 MANAGEMENT FEES	ProfServ-Dissemination Agent	531012-51301	\$3,000.00
001	10772	09/25/18	INFRAMARK, LLC	34135	9/18 MANAGEMENT FEES	Postage and Freight	541006-51301	\$2,187.64
001	10773	09/25/18	AT&T	091618-6955	904 824-6955 9/16-10/15/18	R&M-Gate	546034-52901	\$497.41
001	10774	09/26/18	BIG-N-LIL CUSTOM CREATIONS, INC	10496	ENTRY SIGN	R&M-Signage	546085-53901	\$1,170.00
001	10775	09/26/18	FEDEX	6-310-67050	SERVICE FOR 9/11-9/12/18	Postage and Freight	541006-51301	\$133.88
001	10776	09/26/18	HINES PALENCIA PROPERTY	091718	PROPERTY MANAGEMENT 9/15/18	ProfServ-Field Management	531016-53910	\$9,836.66
001	10777	09/26/18	ROCK SOLID ROCK LLC	113004031	SCREENED COQUINA SHELL	R&M-Boardwalks	546009-53901	\$192.48
001	10777	09/26/18	ROCK SOLID ROCK LLC	11300045	SCREENED COQUINA SHELL	R&M-Boardwalks	546009-53901	\$1,192.32
001	10778	09/28/18	PROSSER	40518	Gen Engineering Svcs Aug 2018	ProfServ-Engineering	531013-51501	\$1,045.94
001	10778	09/28/18	PROSSER	40541	FEMA Boardwalk/Matt/Irma Aug18	FEMA Boardwalk Expense	546911-53901	\$1,696.33
001	10778	09/28/18	PROSSER	40541	FEMA Boardwalk/Matt/Irma Aug18	FEMA Boardwalk Expense	546911-53901	\$1,696.33
001	DD226	09/12/18	COMCAST	090118-3316	SERVICE FOR 8/29-9/28/18	Communication - Telephone	541003-57205	\$111.38
001	DD226	09/12/18	COMCAST	090118-3316	SERVICE FOR 8/29-9/28/18	Utility - General	543001-57205	\$115.76
001	DD227	09/12/18	COMCAST	080118-9406-ACH	SERVICE FOR 7/31 THRU 8/30/18	Utility - Cable TV Billing	543003-53902	\$419.00
001	DD227	09/12/18	COMCAST	080118-9406-ACH	SERVICE FOR 7/31 THRU 8/30/18	Communication - Telephone	541003-53902	\$127.39
001	DD228	09/12/18	COMCAST	082718-9406-ACH	SERVICE FOR 8/31-9/30/18	Utility - Cable TV Billing	543003-53902	\$395.20
001	DD228	09/12/18	COMCAST	082718-9406-ACH	SERVICE FOR 8/31-9/30/18	Communication - Telephone	541003-53902	\$194.47
001	DD229	09/12/18	COMCAST	092218-8689-ACH	SERVICE FOR 9/1-9/30/18	Utility - General	543001-57205	\$297.82
001	DD230	09/18/18	GATE FUEL SERVICE-ACH	4522630	FUEL PURCHASE	Op Supplies - Fuel, Oil	552030-53902	\$1,155.60
001	DD231	09/17/18	FPL	091718-ACH	SERVICE FOR 8/7-9/6/18	R&M-Gate	546034-52901	\$61.77
001	DD231	09/17/18	FPL	091718-ACH	SERVICE FOR 8/7-9/6/18	Electricity - Streetlighting	543013-53903	\$6,245.57
001	DD232	09/21/18	FPL	0921118-ACH	SERVICE FOR 8/9-9/10/18	Electricity - Streetlighting	543013-53903	\$694.54
001	DD232	09/21/18	FPL	0921118-ACH	SERVICE FOR 8/9-9/10/18	Utility - General	543001-57205	\$3,295.36
001	DD232	09/21/18	FPL	0921118-ACH	SERVICE FOR 8/9-9/10/18	Electricity - General	543006-57206	\$1,265.12
001	DD232	09/21/18	FPL	0921118-ACH	SERVICE FOR 8/9-9/10/18	R&M-Gate	546034-52901	\$92.33
							Fund Total	\$807,291.49

SERIES 2002 DEBT SERVICE FUND - 202

202	10672	09/10/18	MARSHALL CREEK	08302018	TRNSF ANNUAL DEBT SERIES 2002	Due From Other Funds	131000	\$124,252.76
							Fund Total	\$124,252.76

SERIES 2015 DEBT SERVICE FUND - 203

MARSHALL CREEK
Community Development District

Payment Register by Fund
For the Period from 09/1/2018 to 09/30/2018
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
203	10673	09/10/18	MARSHALL CREEK	083018-2015A	TRNSF TAX COLLECTION SERIES 20	Due From Other Funds	131000	\$93,850.39
							Fund Total	\$93,850.39

Total Checks Paid	\$1,025,394.64
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