



***MARSHALL CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Wednesday
September 18, 2024
4:00 p.m.***

***Location:
625 Palencia Club Dr.,
St. Augustine, FL***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Marshall Creek Community Development District

c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Marshall Creek Community Development District

Dear Board Members,

The Regular Meeting of the Board of Supervisors of the Marshall Creek Community Development District is scheduled for **Wednesday, September 18, 2024, at 4:00 p.m.** at the **625 Palencia Club Dr., St. Augustine, FL.**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-193 or dmcinnes@vestapropertyservices.com . We look forward to seeing you at the meeting.

Sincerely,

David McInnes

David McInnes
District Manager

Cc: Attorney
Engineer
District Records

Marshall Creek Community Development District

Meeting Date: Wednesday, September 18, 2024 Call-in Number: +1 (929) 205-6099
Time: 4:00 PM Meeting ID: 705 571 4830#
Location: 625 Palencia Club Drive, St. Augustine, Florida

Agenda

I. Roll Call

II. Pledge of Allegiance

III. Audience Comments – *Agenda Items Only*

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

IV. Presentation of Proof of Publication(s)

[Exhibit 1](#)
[Pg. 6](#)

V. Staff Reports

A. District Engineer

[Exhibit 2](#)
[Pg. 8](#)

1. South Loop Sidewalk Project

a. Option 1 – Boardwalk

[Exhibit 3](#)
[Pg. 10](#)

b. Option 2 - Trench Drain

[Exhibit 4](#)
[Pg. 12](#)

2. Consideration of Updated Public Facilities Report Proposal

[Exhibit 5](#)
[Pgs. 14-17](#)

B. District Counsel

C. General Manager’s Operation Report

[Exhibit 6](#)
[Pgs. 19-21](#)

1. Policies – Redline

[Exhibit 7](#)
[Pgs. 23-60](#)

a. Cost of Non-Resident Annual Membership Fee

[Exhibit 8](#)
[Pgs. 62-65](#)

V. Staff Reports – continued

D. District Manager

- 1. Action Item Report
- 2. Meeting Matrix
- 3. Discussion of FY 2025 Goals and Objectives

[Exhibit 9](#)
[Pgs. 67-71](#)
[Exhibit 10](#)
[Pgs. 73-74](#)

VI. Consent Agenda

- A. Consideration for Approval – The Minutes of the Board of Supervisors Joint Meeting Held on July 30, 2024
- B. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on August 21, 2024 – *To Be Distributed*
- C. Consideration for Acceptance – The August 2024 Unaudited Financial Statements – *To Be Distributed*

[Exhibit 11](#)
[Pgs. 76-78](#)

VII. Business Items

- A. Consideration & Adoption of **Resolution 2024-11**, Re-Designating Officers
- B. Consideration & Adoption of **Resolution 2024-12**, Surplus Property Disposal
- C. Consideration of Handrail Replacement Proposal Options
 - 1. Edwards Ornamental Iron
 - 2. Old City Iron & Canvas

[Exhibit 12](#)
[Pgs. 80-81](#)
[Exhibit 13](#)
[Pgs. 83-85](#)
[Exhibit 14](#)
[Pgs. 87-89](#)

VIII. Discussion Topics

IX. Audience Comments (*limited to 3 minutes per individual for non-agenda items*)

X. Supervisors’ Requests

XI. Action Items Summary

XII. Next Regular Meeting Agenda Items

XIII. Next Meeting Quorum Check: October 16, 4:00PM

Rich Luciano	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Monique Perna	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Howard Entman, MD	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Jim Letson	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Kathy Moss	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO

XIV. Adjournment

EXHIBIT 1

Ad Preview

NOTICE OF REGULAR MEETING OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the Board of Supervisors of the Marshall Creek Community Development District will hold their regular monthly meeting on Wednesday, September 18, 2024, at 4:00 p.m., at the Amenity Center, 625 Palencia Club Drive, St. Augustine, Florida. Items on the agenda may include, but are not limited to, District operations and maintenance activities, financial matters, capital improvements, and general administration activities. Anyone wishing to access and participate in the meeting should refer to the District's website <https://www.marshallcreekcdd.com/> or contact the District Manager, David McInnes, at dmcinnes@vestaproperty.com beginning seven (7) days in advance of the meeting to obtain access information. The meeting is being held for the necessary public purpose of considering matters related to the provision of infrastructure and related district matters. At such time the Board is so authorized and may consider any business that may properly come before it.

A copy of the agenda may be obtained by contacting the District Manager, c/o Vesta District Services, 250 International Pkwy, Ste. 208, Lake Mary, FL 32746 ("District Manager's Office"), (321) 263-0132 X-193, or dmcinnes@vestaproperty.com or on the District's website <https://www.marshallcreekcdd.com/>. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting.

Any person requiring special accommodation in order to access and participate in the meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

David McInnes
District Manager
#10550973; 9/11/2024

EXHIBIT 2



PROJECT MEMORANDUM

TO: Marshall Creek CDD Board Members
FROM: Prosser | PRIME AE - Ryan Stilwell, PE
DATE: September 10, 2024
RE: September 2024 Engineer's Update

South Loop Road Drainage Plan

Per discussion at August meeting, please see attached 2 potential options for resolving wet sidewalk along South Loop.

- Option 1 – Install trench drains along sidewalk to drain through sidewalk out to the road.
- Option 2 – Install raised boardwalk to replace sidewalk and allow drainage to remain surface flow.

Lake Y-2 Contamination

Lake Y-2 has had multiple requests about the amount of algae in the lake in the area between Augustine Island and Promenade Pointe Drive. We are working with pond maintenance provider for potential solutions to the algae problem and meeting staff onsite to review again ahead of the meeting.

Avila Lake

Residents have made staff aware of potential erosion in the pond at the entrance to Avila. Meeting staff onsite ahead of the meeting to review this lake.

End of Report

EXHIBIT 3

EXHIBIT 4

EXHIBIT 5



September 9, 2024

Marshall Creek CDD
c/o Vesta Property Services
625 Palencia Club Drive
St. Augustine, FL 32095

Re: Proposal for Marshall Creek CDD 2024 Public Facilities Report

ENGINEERING SERVICES

Purpose – the purpose of this proposal is to formally communicate to you what we believe to be an appropriate scope and fee to successfully complete and update to the last Public Facilities Report for the Marshall Creek CDD.

Generally, we understand (and more thoroughly outline below) that Prosser, a PRIME AE Company, (“Prosser | PRIME AE”) will perform review of the existing conditions and update the most recent Public Facilities Report with any necessary changes.

Task 1 – Development of Public Facilities Report

Prosser | PRIME AE’s engineering services include:

- Perform site visit to review existing Public Facilities owned by the District.
- Coordinate with District staff to verify all improvements completed since previous report.
- Update and provide 2024 Public Facilities Report to Board for review and acceptance.

Fee Summary

TASK	DESCRIPTION	FEE
1	Development of Public Facilities Report (Lump Sum)	\$4,500

ADDITIONAL SERVICES:

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

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

- Civil Construction Documents
- Landscape Architecture Construction Documents
- Entry Feature/Hardscape Design
- Wetland/Wildlife Identification, Studies, Flagging or Permitting

- Traffic Study/Signalization
- Transportation Impact Analysis Report
- Offsite Transportation Improvements
- Land or Easement Acquisition Elements
- Surveys
- Site Lighting
- Structural Design Including Bulkhead and Retaining Walls
- Electrical Design
- Geotechnical Engineering/Investigations
- Environmental studies/analysis
- Fire Protection studies, analysis or design
- Off-site stormwater modeling or design
- Flood zone analysis and FEMA permitting (separate consultant)
- Stormwater System Maintenance Agreement Assistance
- NPDES Stormwater Permitting
- Hardscape design
- Architectural drawings
- Permitting
- Permit/application Fees
- Civil Site Design, beyond budget

OUT-OF-POCKET EXPENSES:

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

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

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

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

Sincerely,

Accepted By:



Ryan P. Stilwell, P.E.
Vice President

Signature

Typed Name and Title

Date

PROSSER, INC.

GENERAL CONDITIONS

1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.
2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
3. Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.
4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.
5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken at Prosser, Inc.'s discretion, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.
6. Excluded Items from Lump Sum Fees: The lump sum fees do not include the cost of surveying, preparation of easements, soil tests or hydrogeologic work. Prosser, Inc.'s scope of work includes coordination with sub-consultants, however, we request that their invoicing be made directly to you.
7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.
8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our sub-consultants or anyone for whom Prosser, Inc. is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.
9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED \$15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.**
10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.
11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.
12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. If the Client does not execute this Agreement within thirty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015

Hourly Rate Schedule

Effective May, 2023

Planning & Engineering

Senior Vice President	\$300
Vice President	\$250
Project Director/Chief	\$235
Senior Project Manager	\$200
Project Manager	\$190
Senior Engineer	\$185
Engineer	\$150
Senior Planner & Senior Landscape Architect	\$180
Planner & Landscape Architect	\$150
Senior Graphic Arts Director	\$170
Graphic Art Designer	\$130
Senior Designer	\$150
Designer	\$120
CADD Technician	\$105
Clerical	\$ 95
Administrative Support	\$ 95

Project & Business Services

Project Administrator	\$160
Sr. Project Researcher	\$150
Project Researcher	\$145
Sr. Public Relations Liaison	\$160
Technical Writer	\$115

Information Services

Programmer	\$150
Information Systems	\$150
GIS Programmer	\$165
GIS Analyst	\$140
GIS Technician	\$125

CEI/Construction Management Services

Resident Engineer	\$175
Construction Project Manager	\$190
Sr. Construction Inspector	\$125
Construction Inspector	\$105

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

EXHIBIT 6

PALENCIASM

A Story of Discovery, Exploration, and Settlement

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

**OPERATIONS REPORT
September 2024**

Landscaping & Irrigation:

- Bucked and removed leaning or fallen tree branches in McKenzie Park to ensure safety and accessibility for residents.
- Conducted multiple servicing sessions for boardwalks and playscapes following severe storms to keep them clean and usable.
- Completed backflushing and cleaning of the irrigation inline filter on South Loop Well to optimize irrigation system performance.
- Blew out lime rock from North Loop irrigation zones to prevent blockages and ensure efficient water flow.
- Recorded flow meter readings to monitor water usage and identify any anomalies.
- Conducted comprehensive irrigation inspections to detect and address potential issues proactively.
- Felled and removed three live oaks in McKenzie Park that posed a hazard after being uprooted by recent storms.
- Sprayed weeds and cut back the main woodline to enhance the aesthetic appeal and cleanliness of community areas.
- Applied pine straw inside the tennis facility for landscaping and erosion control purposes.
- Serviced all lake outflows to maintain water quality and prevent flooding.
- Hand-watered flowerpots and areas with no irrigation to nurture plant health.
- Located and extended a zone line for new plant material on North River, ensuring adequate irrigation coverage.
- Responded promptly to repair a 3" irrigation main line on Palencia Village Dr. to minimize water loss and disruption.
- Addressed vandalism incidents by repairing two irrigation risers promptly.
- Completed thorough irrigation inspections to verify system integrity and efficiency.
- Hand-watered all flowerpots and areas with no irrigation three times this week to accommodate dry weather conditions.
- Conducted spraying of bed and woodline weeds to maintain landscaping aesthetics and prevent overgrowth.
- Removed several large leaning branches obstructing sidewalks and boardwalks to ensure safe pedestrian passage.
- Cleared a fallen tree on Hickory Hill, cutting up and removing debris blocking the road promptly.
- Installed new plant material on Palencia Village Dr. and Front Door Lane intersection, as well as the west island on Palencia Village Dr., enhancing community greenery.

- Repaired a ¾” irrigation zone line break on Front Door Lane and a 1” zone line break on Palencia Village Dr. swiftly to restore full irrigation functionality.
- Located and adjusted the flow restrictor on a valve on Palencia Village Dr. to optimize water distribution and conservation efforts.
- Enhanced water pressure by removing an abandoned irrigation section on Palencia Village Dr.
- Replaced a solenoid in Oak Common Park to maintain reliable irrigation operations.
- Conducted inspections of all irrigation battery nodes to ensure optimal system performance.
- Implemented seasonal adjustments to irrigation schedules to align with changing weather conditions and plant requirements.

Engineering & Maintenance:

- Completed necessary road repairs on Treehouse Circle to maintain safe driving conditions for residents.
- Conducted pressure washing of VC3, Vale Gazebo, South End St curbs, and Central St. to uphold aesthetic standards and cleanliness.
- Inspected and repaired boardwalks to ensure structural integrity and safety for residents.
- Performed storm water lift station PM inspections to prevent potential drainage issues.
- Conducted property lighting inspections to ensure optimal visibility and safety throughout the community.
- Replaced a signpost base on Vale to maintain signage functionality and visibility.
- Pressure washed curbs on Costa Blanca, Senora Ct., and square curbs at the end of Vale Dr. to enhance curb appeal.
- Installed 10 Blue RPMs for fire hydrant identification, improving emergency response efficiency.
- Replaced 5 LED street lights on Paseo Reyes Dr. to enhance community lighting and safety.
- Collaborated with Duval Concrete to replace curbs at 644 Treehouse Circle for structural integrity and safety.
- Cleared out roots and debris for curb replacement, ensuring proper installation and longevity.
- Conducted sidewalk grinding on North Loop, around the Amenity Center, Oak Common, and Park Front Ln. to address safety concerns and ensure smooth pedestrian passage.
- Secured loose boards on BW 2 to prevent tripping hazards and ensure boardwalk safety.
- Cleaned storm drains to prevent water buildup and potential flooding.
- Conducted sidewalk grinding on Sophia Terr., Parkside, Oak Common to address uneven surfaces and ensure pedestrian safety.
- Replaced stairs and stringers on the larger playscape at McKenzie Park to maintain safety standards and usability.
- Pressure washed the large playscape at McKenzie to clean and maintain equipment for resident use.
- Replaced expansion joint sealant around the Village Green fountain to prevent water damage and maintain aesthetics.
- Pressure washed and treated curbs around both guardhouses to enhance curb appeal and maintain cleanliness.
- Pressure washed and treated Oak Common Park to preserve and enhance park amenities.
- Cut asphalt at curb repairs on Treehouse Circle to remove roots under the road.
- Conducted pressure washing on Promenade Pt. curbs, N. River common areas, animal crossings, and all "loop" parks to maintain cleanliness and aesthetic appeal.
- Repaired an Amenity Center table for resident use and enjoyment.
- Conducted rotted wood repairs on BW #6 and #2 to ensure structural integrity and safety.

Tennis Report:

- Transitioned tennis clinics back to the fall/winter schedule to accommodate changing seasons and resident preferences.
- Planned to add a working women’s clinic in the evening starting September 4th.

- Finalized Ladies “A”, “B”, “C”, & “D” team rosters for weekday play, with an added Saturday Working Women’s Team this year.
- Set up two men’s teams and explored the possibility of adding an additional men’s team for evening play.
- Addressed drainage issues around the tennis center in collaboration with Shane to improve court conditions and facility management.
- Installed new pine straw and cleared under shrubs to aid drainage and maintain court aesthetics.

Lifestyles:

- Fall festival planning underway alongside preparations for the annual holiday tree lighting event to continue these community traditions.
- Planning for a resident car show in November. Resident should look for communications soon regarding signing up to participate.
- Unfortunately, the back-to-school party was canceled due to inclement weather, prioritizing resident safety and comfort.
- Released the September edition of the Palencia Community Compass newsletter, offering insights and updates to residents. The renaming of the newsletter to Palencia Community Compass reflects our community’s story of discovery, exploration, and settlement. Just as early settlers navigated new territories, our newsletter guides residents through the diverse opportunities and events Palencia offers, reinforcing a sense of community and discovery. Through the tagline "Your Map to Community Living and Exploration," we aim to enhance connectivity and engagement among residents, celebrating Palencia’s spirit of discovery and growth.
- Collaborated with Sweetwater staff to unify monthly and weekly communications, ensuring cohesive and informative community updates.
- Enhanced the PalenciaOnline website with a New Homeowner Section and Palencia FAQ page to provide essential information and resources for new residents.

Staff Updates:

- Welcomed Hila Stalcup as the new Amenity & Lifestyle Director, bringing extensive experience from Serenata Beach Club to enhance events, community amenities, and resident services.

District Management Transition:

- Worked closely with the new District Management team to ensure seamless operations and effective communication for resident satisfaction and community well-being.
- Strongroom transition was completed this week, so we are able to begin processing invoices again.
- The DM team has implemented monthly agenda calls prior to Board Meetings which will be helpful to prepare all documentation and to be on the same page regarding topics for discussion.

EXHIBIT 7

**MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT AND
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
AMENITY CENTERS, TOLOMATO RIVER BOARDWALK, ATHLETIC
PARK, AND COMMUNITY PARKS
POLICIES**

Adopted November 12, 2003
Revised through May 22, 2006
Revised through June 27, 2007
Revised through July 11, 2007
Revised through November 12, 2008
Revised through February 10, 2010
Revised through July 14, 2010
Revised through March 10, 2011
Revised through September 14, 2011
Revised through January 16, 2013 b
Revised through November 16, 2016
Revised through February 15, 2017
Revised through August 22, 2018
Revised through February 20, 2019
Revised through July 17, 2019
Revised through September 15, 2021
Revised through March 16, 2022
Revised through June 8, 2022
Revised through September 21, 2022
Revised through June 14, 2023
Revised through September 20, 2023
Revised through _____, 2024

SECTION A. DEFINITIONS

1. District(s) - Shall mean the Marshall Creek Community Development District (MCCDD) and/or Sweetwater Creek Community Development District (SWCCDD).
2. Manager - Shall mean the person or entity legally charged with the daily operation and management of the Palencia Amenity Facilities.
3. Amenity Facilities - Shall refer to the Marshall Creek Amenity Center and Sweetwater Creek Fitness Center, including the pool areas, exercise rooms, clubhouses, pavilions, tennis courts, tennis pro shop, and pickleball courts; boardwalks including the Tolomato River Boardwalk (hereinafter defined); the Village Green, dog park, Community Parks (hereinafter defined), and any other facilities or property owned or leased by the Districts and are available to Patrons (hereinafter defined).
4. Tennis Facilities - Shall include the clay tennis courts, pickleball/jr.'s tennis courts, and tennis pro shop located at the Marshall Creek Tennis Center at 625-B Palencia Club Drive. (See definition 6 regarding the pickleball courts at the Fitness Center.)

Commented [JM1]: I spoke to Ron Cervelli and SWCCDD is the acronym they use. I changed this throughout the policies to be consistent.

5. Swim and Fitness Facilities - Shall include the pool areas, exercise rooms, buildings and their attachments at both the Marshall Creek Amenity Center and Sweetwater Creek Fitness Center.

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5-6. Pickleball Courts – shall mean the four (4) pickleball courts located at the Sweetwater Fitness Center located at 1879 N. Loop Parkway. (See definition 4 regarding pickleball courts at the Tennis Facilities.)

6-7. Athletic Park - Shall mean the athletic fields and the Athletic Park Pavilion. These are not included within the District and are open to the general public and are not part of the Amenity Facilities.

7-8. Community Parks - Shall mean the community neighborhood parks, The Village Green, and other common areas not included in #3 and #6 above.

8-9. Patron - Shall mean property owners of the Marshall Creek Community Development District and Sweetwater Creek Community Development District, and those persons permanently residing in the same dwelling unit as the property owner; and non-property owners, who have paid the Annual User Fee for the use of the Amenity Facilities, and those persons permanently residing in the same dwelling unit as the non-property owner.

9-10. Annual User Fees - Shall mean that fee established by the Marshall Creek Community Development District and/or Sweetwater Creek Community Development District for the use of the Amenity Facilities.

10-11. Patron Card - An electronic identification card issued by the District to Patrons.

11-12. Guest - Any person whom the Patron wishes to accompany them while utilizing the Amenity Facilities. A Guest may be a Guest of a single or multiple Patron(s) for the Tennis Facilities no more than a total of eight (8) times per calendar year, and the Swim and Fitness Facilities no more than a total of fifteen (15) times per calendar year. A Patron under the age of eighteen(18) may accompany no more than two (2) Guests at a time. This term does not include guests or invitees of the Amenity Facilities during swim meets, tennis tournaments, or other organized activities.

12-13. Guest Privileges – Each Patron household will receive a Guest Card which allows Guests to visit the Tennis Facilities and Swim and Fitness Facilities when accompanied by a Patron, except as otherwise provided in these policies. The Guest Card is programmed for a total of thirty (30) guest passes for use of the Swim and Fitness Facilities per year, and eight (8) guest passes for use of the Tennis Facilities per year. Patrons may use no more than four (4) guest passes per visit to the MCCDD and SWCCDD swimming pools, and eight (8) guest passes per visit to all other Amenity Facilities. Guest passes are required every day for Guests to access the Tennis Facilities and Swim and Fitness Facilities. Guest privileges do not include group fitness classes. Guest passes for the Swim and Fitness Facilities are not required for caregivers to a child or a special needs adult. Caregivers may only have access to the Marshall Creek CDD family pool, however special needs adult caregivers may have access to the fitness facilities. The child or special needs adult must be present with his or her(s) Patron Card. Caregivers must be pre-registered prior to admittance. See Addendum A for additional details on the guest pass programs, which is

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[incorporated by reference as a material part of these Policies.](#)

~~13-14.~~ House Guest - An individual sixteen (16) years of age or older who generally resides outside the 40-mile radius surrounding the District but is temporarily residing in the same dwelling unit as a Patron. A House Guest is not an individual who rents all or part of a Patron's home on a short-term basis (not to exceed thirty (30) days) or as a vacation rental.

~~14-15.~~ Boardwalk - Elevated boardwalks that interconnect neighborhoods and areas throughout the community, including the boardwalk along The Promenade.

~~15-16.~~ Tolomato River Boardwalk - Elevated Tolomato River Boardwalk which entrance can be found at the terminus end of Costa Blanca Rd. in North River, Phase II of Palencia, that stretches the length of approximately 7/8th of a mile east-north-eastward into the marsh area and splitting into a "Y" on a couple of intracoastal waterway island pods.

~~16-17.~~ Ingress/Egress Facilities - Shall mean all District-owned roads, sidewalks, gates and access monitoring equipment.

~~18.~~ Policies - Shall mean these Policies governing the use of the Amenity Facilities.

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~~19.~~ Commercial Vehicle - Shall mean any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.

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~~20.~~ Vehicle - shall mean any mobile item which normally uses wheels, whether motorized or not, including, but not limited to, Commercial Vehicles.

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~~21.~~ Vessel - shall mean every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

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~~22.~~ Parked - Shall mean a vehicle or vessel left unattended by its owner or user. This definition excludes actively engaged delivery vehicles.

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~~23.~~ Tow-Away Zones - Shall mean District property in which parking a Vehicle or Vessel is prohibited and in which the District is authorized to initiate a towing and/or removal action.

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~~24.~~ Commercial Vehicle Tow-Away Zones - Shall mean District property in which parking a Commercial Vehicle is prohibited and in which the District is authorized to initiate a towing and/or removal action.

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~~25.~~ Overnight - Shall mean between the hours of 12:00 a.m. and 7:00 a.m. daily.

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SECTION B. GENERAL PROVISIONS

1. Patrons must present their Patron Card and register upon entering the Amenity Facilities.

2. In order to enter and/or utilize the following Amenity Facilities, children must be accompanied by a parent or legal guardian, or other person of eighteen (18) years of age ~~or older~~ unless specifically stated elsewhere in the Policies:

Amenity Facility	Age of Minor Requiring Accompaniment
Playgrounds	Under 8 years of age
Tennis Facilities	Under 12 years of age
MCCDD Swimming Pools	Under 14 years of age
<u>SW</u> CCDD Swimming Pool	Under 16 years of age
Fitness Facilities	Under 16 years of age

~~No child under the age of fourteen (14) is allowed in the fitness area.~~

3. The Amenity Facilities hours of operation shall be established by the Manager and based upon seasonal and other considerations and shall be published to the Patrons in a manner determined by the Manager.

4. Alcoholic beverages shall not be served or sold, nor permitted to be consumed, except for catered events or as specifically authorized in the Policies.

5. Pet and Service Animal Policy:

a. Unless otherwise posted, dogs or other pets (with the exception of Service Animal(s) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted in the Amenity Facilities. Pets are permitted at the Community Parks, but must always be leashed, and pet owners are to pick up any waste the pets may produce when in the park(s) or along the path of travel to and from the park(s).

b. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

c. The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the

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District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

6. Vehicles, including golf carts, scooters, and bicycles must be parked in designated areas. Unless designated otherwise, 4-wheel passenger vehicles and golf carts must be parked in the parking lots. Vehicles shall not be parked on grass lawns, or in any manner which blocks the normal flow of traffic. Golf carts are strictly prohibited in Community parks, The Village Green, elevated boardwalks, The Promenade, and pedestrian sidewalks.
7. Fireworks of any kind are not permitted anywhere on the MCCDD or SWCCDD grounds or adjacent areas.
8. No Patron or Guest is permitted in the service areas of the Amenity Facilities.
9. The Board of Supervisors reserves the right to amend or modify the Policies when necessary and will notify Patrons of any changes.
10. Members of the Boards of Supervisors, the District Managers, and MCCDD and SWCCDD Managers and authorized employees shall have full authority to enforce these Policies, rules and regulations.
11. Patron Cards shall be issued to Patrons at the time their membership commences. All Patrons must present their Patron Card for entrance to the Amenity Facilities. All lost or stolen Patron Cards should be reported immediately to the Manager. There will be a \$10.00 replacement fee.
12. Smoking (including electronic cigarettes) is not permitted anywhere in the Amenity Facilities or other areas as designated by law.
13. All Guests must be registered and accompanied by a Patron before entering the Amenity Facilities.
14. Disregard of these Policies and rules may result in expulsion from the Amenity Facilities and/or loss of Amenity Facilities privileges.
15. Any exceptions to the Policies must be made in writing by the Manager prior to the time any such contrary action is taken.

~~16.1. Swimming, boating, jet skiing, paddle boarding, or in any way entering or being on top of any retention/detention pond, lake, or other body of water within the Districts shall be prohibited. These bodies of water are subject to, among other legal restrictions, conservation easements to protect the natural habitat for plants and wildlife, including alligators, which are known to cause serious bodily injury and death. This rule shall not apply to the Districts' employees, contractors, or other authorized individuals when servicing the retention/detention ponds, lakes, or other bodies of water within the Districts.~~

16. Unless specifically approved by the District Board of Supervisors, District Manager, or Property Manager, private businesses shall not conduct business on or within the District

Facilities. If this policy is violated, both the persons affiliated with the private business and the participating Patrons shall be subject to the District's "Suspension and Termination of Privileges" Rule.

17. Children under the age of 16 may not enter the indoor Amenity Restrooms unattended due to the saunas and steam rooms being unattended and restricted to use by those individuals who are 16 and up.

17.18. Children under the age of 16 may not enter the Amenity Aerobics Room unattended for safety reasons.

SECTION C.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and Guest as a condition of invitation to the premises of the Amenity Facilities assumes sole responsibility for his or her personal property. The Districts, their agents, employees, and contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Facilities, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the Districts, the Districts' Board of Supervisors, their agents, employees, or contractors without proper authorization. Patrons and guests shall be liable for any property damage to the Amenity Facilities and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged, or sponsored by the Districts or their contractors which is caused by the Patron or their guests. The Districts reserve the right to pursue any and all legal and equitable measures necessary to remedy any losses due to any such property damage or personal injury.

Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Districts, the Districts' Board of Supervisors, its agents, employees or contractors, or who engages in any contest game, function, exercise, competition, or other activity operated, organized, arranged, or sponsored by them, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Districts, the Districts' Board of Supervisors, their agents, employees, and contractors harmless for any and all loss, cost, claim, injury, damage, or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the Districts, the Districts' Board of Supervisors, its agents, employees, or contractors. Any Patron shall have, owe, and perform the same obligation to the Districts, the Districts' Board of Supervisors, their agents, employees, or contractors hereunder in respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any guest or family member of such Patron.

Should any party bound by the Policies bring suit against the Districts, the Districts' Board of Supervisors, its agents, employees, or contractors in connection with any event operated, organized, arranged, or sponsored by the Districts or any other claim or matter in connection with any event operated, organized, arranged, or sponsored by the Districts, and fail to obtain judgment therein against the Districts, the Districts' Board of Supervisors, their agents, employees, or

contractors, said party shall be liable to the Districts for all costs and expenses incurred by it in the defense of such suit (including court costs and attorneys' fees through all appellate proceedings).

SECTION D.
GENERAL SWIMMING POOL RULES

1. All Patrons and Guests must sign in upon entry of the pool area in MCCDD or SWCCDD. The pools governed by these rules are the MCCDD Adult Pool, MCCDD Family Pool, MCCDD Wading Pool, and the SWCCDD Swimming Pool. The maximum bathing capacity of the pools is as follows:

MCCDD Adult Pool	42 people
MCCDD Family Pool	30 people
MCCDD Wading Pool Splash Pad	10 people
<u>SWCCDD</u> Swimming Pool	91 people

2. Lifeguards are on duty on a seasonal basis only.

3. All Guests must be registered and accompanied by a Patron before entering the pool area. Patrons must accompany their Guests at all times while in the pool area, except for House Guests utilizing the MCCDD pool area on Mondays through Thursdays. Patrons will be responsible for any losses, expenses, damages, or fees caused or incurred by their Guests, including unaccompanied House Guests.

4. Children under fourteen (14) years of age entering the MCCDD Family Pool, and those under sixteen (16) years of age entering the SWCCDD Swimming Pool must be accompanied by a parent or legal guardian of at least eighteen (18) years of age, unless otherwise provided for herein.

5. When lifeguards are on duty, parents or legal guardians may, by completing and signing the appropriate form, designate teenagers between the ages of fourteen (14) and seventeen (17) as "Supervising Companions" for their children. Each Supervising Companion may accompany one child at a time who is under the age of six (6) or up to two children at a time who are between the ages of six (6) and eleven (11). Staff reserves the right to terminate an individual's privilege of being designated as a Supervising Companion if, in staff's sole discretion, such individual is not fulfilling his or her responsibilities as a Supervising Companion.

6. Additionally, subject to the receipt of a consent form from a parent or legal guardian, Patrons under the age of fourteen (14) may use the MCCDD Family Pool and Patrons under the age of fourteen (14) may use the SWCCDD Swimming Pool under the direct supervision of the Swim Team Coaching Staff or District-authorized Swim Lesson Staff Members.

7. Radios, televisions, and the like may be listened to if played at a volume, which is not offensive to other Patrons and Guests.

8. Swimming is permitted only during designated hours, as posted at the pool.

9. Showers are required before entering the pool.
10. Glass containers and other sharp or potentially hazardous objects are not permitted in the pool area.
11. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area. *See* Section F. Feces Policy.
12. Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must be presented to the MCCDD Amenity Center staff for approval prior to use. The aforementioned play equipment is prohibited at the SWCCDD Swimming Pool. The MCCDD Amenity Center reserves the right to prevent usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
13. The pools will be closed once per week on Monday (unless otherwise noted) in order to facilitate maintenance.
14. Bicycles, skateboards, roller blades, scooters, and golf carts are not permitted on the pool deck area inside the pool gates at any time.
15. No one shall block or place an object to block any exit or entrance to a pool area.
16. Food delivery from outside food vendors is prohibited within the pool/deck area with the exception of food vendors authorized by the District. All other food deliveries from outside vendors are required to be delivered to the front desk of the Marshall Creek Amenity Center or Sweetwater Creek Fitness Center.
17. Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving are prohibited.
18. The staff at the Marshall Creek Amenity Center and Sweetwater Creek Fitness Center reserves the right to control all programs and activities, including the number of guest participants, equipment, and supplies usage, etc. conducted at the pool including swim lessons, aquatic/recreational programs, and pool parties.
19. Any person swimming when the pool is closed may be suspended from using the pool. The hours during which the pool is attended by a lifeguard will be posted.
20. Proper swim attire (no cutoffs) must be worn in and around the pool.
21. No chewing gum is permitted in the pool or on the pool deck area.
22. Outside alcoholic beverages are not permitted in the pool area, but instead may be purchased at the poolside café or other vendor as contracted by the District. Notwithstanding the prior sentence, alcoholic beverages may be consumed in the Amenity Facilities (including the pool deck) at events pre-approved by MCCDD and/or SWCCDD.

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21. No diving, jumping, pushing, running, or other horseplay is allowed in the pool or on the pool deck area. Facility staff reserves the right to enforce pool warnings, as set forth in this document, including 1st warnings, “time-outs,” suspensions, and expulsions.
22. All diaper or changing of clothes must be done in the outside pool bathrooms.
23. Radio controlled watercrafts are not allowed in the pool area, unless it is a MCCDD and/or SWCCDD sponsored event.
24. Pool entrances must be kept clear at all times.
25. Smoking (including electronic cigarettes) is not permitted in the Amenity Facilities, in any pool, on any pool deck, or any other area as designated by law.
26. No pets (except for Service Animals) are allowed in the pool area.
27. No swinging on ladders, fences, or railings is allowed.
28. Pool furniture is not to be removed from the pool area.
29. Loud, profane, or abusive language is prohibited.
30. Children less than forty inches tall are not permitted to utilize the MCCDD Family Pool slide. The MCCDD Family Pool Slide may be used under the following conditions:
 - a. Patron must be able to climb and slide unassisted.
 - b. One person at a time.
 - c. Slide feet first and face up.
 - d. Wait for lifeguard to signal before starting the ride.
 - e. Do not run, dive, stand, knell, rotate, or stop in the slide.
 - f. Keep arms, hands, and legs inside flume at all times.
 - g. No flotation devices or toys are allowed on the water slide unless specifically provided by lifeguard for the purpose of use on the slide.
 - h. The slide may only be used while lifeguards are on duty.
 - i. No shorts with snaps or rivets will be allowed.
 - j. The slide is to be used at your own risk.
 - j-k. For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.
 - k-l. No swimming directly in front, or at the base, of the slide.

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f.m. No climbing out of the pool directly next to the slide. Exit using the stairs.

31. All Patrons and Guests must be 18 years of age or older to use the MCCDD Adult Pool and deck.

Lap Swimming Rules

All Patrons in a lap lane must swim laps. Maximum occupancy is 4 Patrons per lane. Individuals not swimming laps or slow swimmers will be asked to leave the lap lanes and use recreation/social area at the MCCDD Adult Pool. Only Patrons eighteen (18) years or older are permitted to use the lap lanes at the MCCDD Adult Pool. Patrons younger than eighteen (18) years old may use the SWCCDD Swimming Pool and MCCDD Family Pool for swimming laps.

1. Equipment such as pull buoys, masks, fins, snorkels, and paddles may be used at the MCCDD Adult Pool only with prior approval.
2. Patrons must swim in a circular direction.
3. The SWCCDD Swimming Pool may be utilized by certain swim teams at certain times. Management has discretion to determine the number of lanes to be used at the SWCCDD Swimming Pool when the swim team is utilizing the SWCCDD Swimming Pool. [All swim team participants must comply with the swim team policies as set forth in the attached **Addendum B**, which is incorporated by reference as a material part of these Policies.](#)
4. The SWCCDD swimming pool is “heat capable.”

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SECTION E.

SWIMMING POOL: INCLEMENT WEATHER POLICY-THUNDERSTORM POLICY

The lifeguards, ~~General Manager, and Amenity Director if present~~, are in control of the operation of the swimming pools, splash pad, and pool areas at all times and they alone will determine when the pools, splash pad, and pool areas will be closed and re-opened during inclement weather. ~~During periods of thunder, storms and heavy rain, or any other inclement weather, the pools, splash pad, and pool areas will be closed, and residents and their guests must leave the pools, splash pad, and pool areas to seek cover. The lifeguards, General Manager, and Amenity Director alone will control determine when the swimming is permitted or not during the times the pool is attended it is safe to reopen the pools, splash pad, and pool areas consistent with guidelines from the American Red Cross Manual, which recommends that residents and guests exit the pools, splash pad, and pool areas at the first sound of thunder or sighting of lightning or if lightning is reported within 10 miles for a minimum waiting period of thirty (30) minutes. At any point during the thirty-minute waiting period, if thunder and/or lightning are experienced, the waiting period will be extended thirty (30) minutes from the last event of hearing thunder or lightning reported within 10 miles. Staff may also close the pools during periods of heavy rain when the visibility of the pools and pool floors is reduced. During periods of heavy rain, thunderstorms, and other inclement weather the pool will be closed.~~

SECTION F.
SWIMMING POOL: FECES POLICY

1. No one shall pollute the pool. The Patron responsible for the individual who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
2. If contamination occurs, the pool will be closed ~~for twelve (12) hours~~ and the water will be shocked with chlorine to kill the bacteria in accordance with Health Department standards.
3. Parents should take their children to the restroom before entering the pool. If a child is not completely potty-trained, they must wear a rubber lined swim diapers swim diaper, as well as a swimsuit over the swim diaper, at all times.

SECTION G.
GENERAL FITNESS CENTER RULES

1. Usage of the fitness center is permitted only during designated operating hours, as posted at the fitness center.
2. Children aged fourteen (14) and fifteen (15) years of age must be accompanied by a parent or legal guardian of at least eighteen (18) years of age to use the fitness area. No children under the age of fourteen (14) are allowed in the fitness area, except that: ~~Children aged thirteen (13)~~ years and older may use the cardio and strength rooms of the fitness center upon the following conditions:
 - a. Child must be accompanied by a parent or legal guardian of at least eighteen (18) years of age; and
 - b. Child is involved in an organized sport activity where fitness training is integral to the sport activity, as validated by their coach in writing; and
 - c. Coach and child's physician provide a written training program and attests that the child has the mental and physical ability to participate in the training; and
 - d. All documentation required herein shall be provided to a CDD fitness trainer for approval.
3. All Patrons using the fitness center must register before entering. Use of the equipment is at your own risk.
4. All Guests must be registered and accompanied by a Patron before entering the fitness center. Patrons must accompany their Guests at all times while in the fitness center.
5. All Patrons and Guests using the fitness center are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with fitness center rules and regulations.

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6. Appropriate clothing is always required in the fitness center. Appropriate clothing means t-shirts, shorts, leotards, and/or sweat suits.
7. All Patrons and Guests must wear athletic footwear, which covers the entire foot.
8. Food is permitted in lobby area only. Water and sports drinks in non-glass containers, however, are permitted in the fitness center when sealed and covered.
9. Smoking, electronic cigarettes, and smokeless tobacco products are not permitted anywhere in the fitness center. The chewing of gum is not permitted in the fitness center.
10. Headphones are to be used with all electronic devices.
11. Loud, profane, or abusive language is prohibited.
12. Patrons and Guests exercise at their own risk. Everyone is responsible for his or her own Safety.
13. All emergencies or injuries must be reported to the Manager, as well as the District Management Office. Disregard to any fitness center rule will result in expulsion from the fitness center and/or loss of fitness center privileges.
14. All broken equipment should immediately be reported to the Manager on duty as well as the ~~General Manager~~Amenity Director, whose phone number is (904) ~~829-8584~~829-8584 ~~or (904) 810-0520~~.
15. Equipment may not be removed from the fitness center for any reason.
16. Everyone is responsible for wiping off the equipment after use.
17. You should limit cardiovascular equipment usage to 30 minutes if others are waiting for the equipment, stepping aside between multiple sets on the weight equipment, and restacking weights after usage.
18. The Amenity Facilities reserves the right to authorize all programs and activities at the fitness facilities including group fitness classes, personal training, massage/spa services, etc. and reserve the right to discontinue any such program(s) or activities due to concerns with safety and other conflicts with the operation of the Amenity Facilities.
19. Everyone is responsible for removing the weight plates that he or she has used on the plate-loaded machine and returning all plates, dumbbells, barbells, and other equipment to the proper storage places.
20. Hand chalk is not permitted.
21. Weight plates are not to be attached to weight stacks on the machines.
22. Weights, dumbbells, and bars shall be not to be dropped. Everything should be placed down gently.

23. Benches and machines are not to be stepped on.
24. Dumbbells, weight plates, and barbells shall not be placed on the benches.
25. Dogs and other pets (with the exception of Service Animals) are not permitted in the fitness center.
26. Private fitness trainers are not allowed. All trainers are pre-approved by the MCCDD and SWCCDD providing evidence of acceptable training certificates and insurance as required by the MCCDD and SWCCDD.
27. Use of headphones or earbuds is required while listening to audio on a mobile device while in the fitness center. Phone calls that exceed two (2) minutes should be restricted to areas outside of the fitness center.

~~The sauna and steam room located at the MCCDD Amenity Center may only be used by Patrons sixteen (16) years of age or older.~~

SECTION H. **TENNIS FACILITIES RULES**

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1. All players shall check in at the tennis pro shop prior to playing. Unreserved tennis courts ~~or pickleball/jr.'s tennis courts~~ will be assigned on a first come, first serve basis. Clinic, lesson, and Guest fees are to be paid prior to stepping on the court(s).
2. A Patron may make a court reservation ~~online by calling the tennis shop~~ or in person. Reservations are allowed for one court, up to 72 hours in advance.
3. The length of time for a court reservation is 1 1/2 hours for singles and 2 hours for doubles. If a Patron arrives more than 15 minutes late for a reservation, that court will be forfeited if there are others waiting.

~~4. Tennis court usage may be limited or suspended from time to time for sponsored events or lessons, as approved by the Manager.~~

4. Tennis court and pickleball/jr.'s tennis court usage may be limited or suspended from time to time for sponsored events or lessons, as approved by the Manager.

5. Proper tennis attire shall be worn at all times; cutoffs or jeans are prohibited. Only smooth sole tennis shoes shall be worn on the clay tennis courts. Running shoes and cross-training shoes are prohibited on the clay tennis courts due to risk of injury and damage to courts. Proper pickleball shoes and attire are required at all times while playing pickleball on the pickleball/jr.'s courts or proper tennis shoes shall be worn when playing tennis on the pickleball/jr.'s tennis courts.

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6. Proper court etiquette should be observed at all times. Profanity and/or disruptive behavior are prohibited.

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7. Use of the tennis courts and pickleball/jr.'s tennis courts are permitted only during

operating hours, as posted.

8. Tennis courts are for tennis only. Equipment ~~such as including but not limited to~~ skateboards, roller blades, or scooters are not allowed on tennis courts or pickleball/jr.'s tennis courts.

9. Children under twelve (12) years of age must be accompanied by a parent, legal guardian, or other person of at least eighteen (18) years of age.

10. Glass containers, food, and smoking (including electronic cigarettes) are prohibited on or near the courts. Only water may be consumed on the courts, all other drinks must be consumed on the porch or inside of the tennis pro shop.

11. All vehicles, including, but not limited to, golf carts, bicycles, baby carriages/strollers, and scooters, are restricted from being parked on or near the tennis courts and pickleball/jr.'s tennis courts. Golf carts shall be parked in the parking lot. Bicycles shall be parked at the bike rack located by Court 1.

12. The Amenity Facilities reserve the right to authorize all programs and activities at the Tennis Facilities including tennis tournaments, clinics, lessons, socials, etc. and reserves the right to discontinue any such programs or activities due to concerns with safety and other conflicts with the operation of the Amenity Facilities.

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12. Patrons may bring beer and/or wine for their responsible personal consumption at designated areas and times as designated by the staff within the Tennis Facilities. No alcohol consumption may take place while on any of the courts.

13. Music is not permitted on any courts unless approved by Tennis Management.

SECTION I **AMENITY CENTER ROOM RENTAL POLICY**

1. Only Patrons may utilize the Amenity Centers for private parties.

2. The current pool regulations and the Policies apply.

3. Check with the Manager regarding the anticipated date for the party in order to determine availability. A reservation must be made, and a private rental agreement accepted by the Amenity Manager prior to date of rental.

4. No trackless trains, inflatables, trampolines, or battery- or gas-powered vehicles of any kind are permitted in the Amenity Center or Pool Pavilion at any time. The staking of tents and other acts which may cause damage to the MCCDD Amenity Center or Sweetwater Creek Fitness Center, or grounds are also prohibited. The staking of tents is allowed at the Sweetwater Creek Fitness Center during swim team competition and are permitted on the grass at the rear of the Sweetwater Creek Fitness Center building only.

5. The range of rates and fees for the use of the Marshall Creek Amenity Center’s community room is as follows:

Community Room Rental	\$150-\$350 for 4 hours during business hours (10:00 am - 2:00 pm OR 3:00 pm - 7:00 pm) Additional \$75-\$150 for rentals after business hours (7:30 pm – 11:30 pm) (staff present)
Community Room Deposit for Rentals	\$250-\$500
Community Room Rental Cleaning Fee (Optional; 14-day advance notice required <u>if you wish to use this service.</u>)	\$200-\$300

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**SECTION J.
ATHLETIC PARK AND ATHLETIC PARK PAVILION POLICIES**

1 For rules and regulations of the Athletic Park and the Athletic Park Pavilion, please visit <http://www.co.st-johns.fl.us/Recreation/pavilions.aspx>.

2. All reservations are to be made directly with the County to reserve the Athletic Park Pavilion for the St. Johns County Park and Pavilion at Palencia, located at 649 Palencia Club Drive, St. Augustine, FL 32095. The Palencia Amenity Centers will no longer accept reservations and will refer all calls to the St. Johns County Parks & Recreation Department at (904) 209-0333.

Please be advised, that although the pavilion area can be reserved, the County nor the MCCDD can deny other members of the general public from use of the playground area or athletic fields during a scheduled event.

3. For Athletic Park and ball field reservations, please contact the coordinator at the St. Johns County Parks and Recreation Department at (904) 209-0333.

**SECTION K.
MCCDD VILLAGE GREEN POLICIES**

For the comfort and safety of all Patrons, residents, and guests, all children under the age of sixteen (16) years of age must be accompanied by a parent or legal guardian of at least eighteen (18) years of age while on the Village Green. The Village Green is not a “playing” park area. There are several areas appropriate for children to play in the community. Therefore, the following activities/items are prohibited on the Village Green:

1. Running, rough playing;

2. Playing with or around the water fountains or any of the water areas.
3. Touching, removing, picking up, or throwing of the rocks, mulch, or plant materials (including fruit from the trees).
4. Loud noise; ~~and is prohibited.~~ Electronic devices may be used to watch videos or play music, however must be kept at a reasonable volume so as not to disturb others.
5. ~~Golf carts, bicycles, scooters, and skateboards are prohibited.~~ Foot traffic is the only mode of traffic allowed in this area.

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SECTION L.
DOG PARK POLICIES

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1. The park's operating hours are dawn to dusk.
2. The park is not staffed and shall be used at the user's own risk. The Sweetwater Creek Community Development District is not responsible for injuries to visiting dogs, their owners, or others using the park, nor is the District responsible for the escape of any visiting dogs.
3. Dispose of trash in proper receptacle.
4. Park for use by residents, Patrons and guests only.
5. All owners are responsible for the behavior of their dogs at all times.
6. Dogs must be leashed while entering and exiting dog park.
7. Dog waste must be cleaned up by owner immediately. Owners must be within dog park and supervising their dog with leash readily available.
8. Handler must be at least 16 years of age.
9. Children under 12 must be accompanied by an adult and supervised at all times.
10. Aggressive dogs must be removed immediately.
11. Dogs should be under voice control.
12. Dogs must wear current county tags and have a current rabies vaccination.
13. Owner must immediately fill in any holes dug by their dogs.
14. Dogs in heat are not allowed in the park.
15. Limit three dogs per adult dog handler.
16. Puppies under four months of age shall not enter the dog park.

17. Human or dog food inside the dog park is prohibited.
18. Dog toys are not permitted inside the dog park.
19. The dog park is designated a “No Smoking” (including electronic cigarettes) area.

SECTION M.
PICKLEBALL COURTS

All Patrons and Guests using the Pickleball Courts are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules governing the Amenity Facilities. Disregard or violation of the applicable policies and rules or misuse or destruction of pickleball equipment may result in the suspension or termination of Amenity Facilities privileges. Guests may use the pickleball courts if accompanied by a Patron.

Please note that people using the Pickleball Courts do so at their own risk. Persons interested in using the Pickleball Courts are encouraged to consult with a physician prior to using the facility.

1. Hours: The Pickleball Courts are available for use by Patrons and Guests, consistent with these Policies, during normal operating hours of 7:00 AM to 9:00 PM.

2. Proper Attire: Proper pickleball shoes and attire are required at all times while on the courts.

3. Reservations: Patrons may reserve a Pickleball Court by contacting the Sweetwater Creek Community Development District Swim and Fitness Center to create an account through the Court Reserve program. Once an account is created, all reservations and signups for court use are to be conducted through Court Reserve.

4. General Policies:

a. Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

b. People using the Pickleball Courts must supply their own equipment (rackets, balls, etc.).

c. The Pickleball Courts are for the play of pickleball only. Pets, roller blades, bicycles, skates, skateboards, and scooters are prohibited from the Pickleball Courts.

d. Non-alcoholic beverages are permitted at the Pickleball Courts if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the Pickleball Courts.

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e. No chairs other than those provided by the District permitted on the Pickleball Courts.

f. Children under the age of twelve (12) are not allowed to use the Pickleball Courts unless accompanied by an adult Patron.

**SECTION ~~MN~~-
SUSPENSION AND TERMINATION OF PRIVILEGES**

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the Districts (~~“Amenity Centers”~~ or “Amenity Facilities”).

2. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenity Facilities.

3. **Patron Card.** Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Patron Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.

4. **Suspension and Termination of Rights.** The Districts, through ~~their~~s Boards, District Managers, and ~~Operation-General~~ Manager or Amenity Director shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications; Failing to abide by the terms of rental applications;
- b. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- c. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- d. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- e. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- f. Treating the District’s staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- g. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- h. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;

- i. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;
- j. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;
- k. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- l. Such person's guest or a member of their household committing any of the above Violations.

Termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

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

~~(21) days after the initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.~~

6. **Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation

("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. **Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. **Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the ~~discretion request~~ of the suspended ~~person~~.

b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.

c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

9. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

10. **Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

11. **Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

12. **Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"), as referenced in Section 8(e). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

13. **Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

14. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be

invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION ~~NQ~~.
ASSIGNMENT OF RIGHTS BY DISTRICT PROPERTY OWNERS

District property owners may elect to assign their right to the use of the Amenity Centers to lessees of their property located within the District in accordance with the provisions of this Section.

1. All assignments must be in writing and contain a clear affirmative assignment of the property owner's rights for the use and enjoyment of the Amenity Centers.
2. A copy of the written agreement must be provided to the District and the Manager immediately upon execution.
3. District property owners who assign their right to use the Amenity Facilities are prohibited from the use of the Amenity Facilities, including rental of the pavilion or Amenity Centers' room(s), without payment of the Annual User Fee as provided for nonresidents.
4. Assignees shall assume all liabilities associated with the assignment of rights to the use the Amenity Center.
5. Acceptance by the Districts of any such assignment shall not be considered an assignment of the District property owner's obligations regarding the payment of any fee or assessment levied by the Districts or in any way impede, alter, or restrict the power of the Districts to enforce the collection of fees and assessments as provided by law.
6. Property owners may not assign their rights use the Amenity Center to short-term renters (e.g., renters for a period of under thirty (30) days) or individuals using said homes as a vacation rental.

SECTION ~~OP~~.
USER FEES FOR NON-RESIDENTS

1. The Annual User Fee for non-residents is:
 - a. \$3,500 per non-resident Patron for use of the Tennis Facilities and Swim and Fitness ~~F~~ Facilities.
 - b. \$3,000 per non-resident Patrons for use of the Tennis Facilities only.
 - c. \$1,800 per non-resident Single Patron for use of the Tennis Facilities only.
 - d. \$100 per non-resident Swim Team Patron for use of the SWCCDD fitness pool (Swim Team Patron shall include members of swim teams approved by the Board of

Supervisors of either the MCCDD or SWCCDD).

2. Annual user fees shall be charged in full and shall be valid for twelve (12) months from the date of purchase. A ~~Guest Card, good for~~ a total of thirty (30) guest passes at either the MCCDD or SWCCDD Swim and Fitness facilities and eight (8) guest passes at the Tennis Facilities, will be issued with the Patron Card. Once all thirty annual guest passes have been utilized, an additional twelve (12) guest passes can be purchased for \$75.00 excluding passes for the Tennis Facilities.
3. A Daily Pass for use at either the Tennis Facilities or the MCCDD or SWCCDD Swim and Fitness Facilities may be purchased for \$10.00 per Guest, per day.
4. A Weekly House Guest Pass for use of the Tennis Facilities or Pool and Fitness Facilities by guests who reside outside the 40-mile radius surrounding the Districts may be purchased for a fee of \$25.00 per House Guest. A Weekly House Guest Pass shall be valid for seven (7) consecutive days.
5. A Monthly House Guest Pass for use of the Tennis Facilities or Pool and Fitness Facilities by guests who reside outside the 40-mile radius surrounding the Districts may be purchased for a fee of \$75.00 per House Guest. A Monthly House Guest Pass shall be valid for thirty (30) consecutive days.

SECTION PQ.
TOLOMATO RIVER BOARDWALK AT PALENCIA

The Tolomato River Boardwalk is for the use of the residents of the District, their guests, and the general public. These rules are designed to maximize the safe and enjoyable use of the Tolomato River Boardwalk system, and to protect wetland vegetation and wildlife.

****** USE AT YOUR OWN RISK – MCCDD AND SWCCDD ARE NOT RESPONSIBLE
FOR PERSONAL PROPERTY OR PERSONAL INJURY ******

1. The authorized Tolomato River Boardwalk vehicle parking areas are located at the St. Johns County Park at Palencia, located on Palencia Village Drive - the park with the ship playground, and the Palencia Amenity Facilities, located in the Village Center at 625 Palencia Club Drive.
2. All areas surrounding the Tolomato River Boardwalk system are environmentally sensitive areas. All cautions are to be made to protect the natural inhabitants, marshes, animals, and wildlife. No plants, trees, or animal life are to be removed, touched, walked on, trampled, or damaged in any way.
3. Children under the age of twelve (12) are not permitted on the Tolomato River Boardwalk system without a legal guardian eighteen (18) years of age or older.
4. Excepting the entrance, leaving or departing the Tolomato River Boardwalk system or its designated areas is not permitted.

5. The Tolomato River Boardwalk hours of operation are during daylight hours, from dawn until dusk, sunrise to sunset. Overnight stays or camping are not permitted on the Tolomato River Boardwalk system.
6. Residents, guests, and users are encouraged to access the Tolomato River Boardwalk entrance by walking or riding their bicycles. Appropriate footwear is required. A bicycle rack will be located at the entrance to Tolomato River Boardwalk. The entrance to the Tolomato River Boardwalk is situated adjacent to several private property home sites. Residents, guests and users of the Tolomato River Boardwalk are asked to respect the enjoyment of this private property by not parking any vehicles, including, but not limited to, automobiles or golf carts, anywhere except at the two Authorized Parking Area locations defined above in paragraph 1. No parking for the Tolomato River Boardwalk has been provided along Costa Blanca Road, Hickory Hill Drive, or North River Drive. (See Paragraph 1 for authorized parking locations).
7. The Tolomato River Boardwalk is intended for pedestrian foot traffic and persons in wheelchairs only. Wheeled vehicles, including automobiles, trucks, motorcycles, all-terrain vehicles (ATV), golf carts, scooters (motorized or non-motorized), skateboards (motorized or non-motorized), power wheel-type children's vehicles, skates, bicycles, or any other motorized or non-motorized vehicles are not permitted anywhere on the Tolomato River Boardwalk system. Acceptable wheeled vehicles include ADA- compliant wheelchairs, and tandem baby strollers or wagons used to transport babies or small children. Double-wide strollers are not permitted anywhere on the Tolomato River Boardwalk system. A bike rack at the front entrance to the Tolomato River Boardwalk is available where bicyclists may leave their bikes prior to using the Tolomato River Boardwalk system.
8. NOTE: Motorized MCCDD carts and bicycles will be used for security purposes and to maintain and haul trash from the Tolomato River Boardwalk system.
9. Fireworks of any kind are not permitted anywhere on the Tolomato River Boardwalk system. Alcohol is not permitted anywhere on the Tolomato River Boardwalk system.
10. The Tolomato River Boardwalk is for the enjoyment of nature under quiet conditions. Shouting and radios are incompatible with such enjoyment, and thus, radios or other loud noise-generating devices, other than personal headphones, are not permitted anywhere on the Tolomato River Boardwalk system.
11. Running and rough play is not permitted on the Tolomato River Boardwalk system.
12. The Tolomato River Boardwalk is not for the use of private parties.
13. Smoking (including electronic cigarettes) or fires of any kind are not permitted anywhere on the Tolomato River Boardwalk system.
14. Fishing is permitted, with required licenses, only at the designated fishing pier area at the end of the Tolomato River Boardwalk. Fishing is not permitted on any other portion of the Tolomato River Boardwalk system. Residents, guests, and users must fish in accordance with State of Florida Fish and Wildlife Conservation Commission fishing license and permit requirements (<http://www.floridaconservation.org/license/>).

15. All pets must always be leashed. Pet owners are responsible for policing of pet excrement. If pets and pet waste become a nuisance or problem, the MCCDD Board may be forced revise the policy to prohibit pets. The Tolomato River Boardwalk users and their pets are not permitted to leave the Tolomato River Boardwalk for any reason other than the entrance/exit (*See Paragraph 2*).

~~16.~~ Hunting is not permitted anywhere on or off the Tolomato River Boardwalk system.

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~~16-17.~~ Horses and horseback riding is not permitted anywhere on the Tolomato River Boardwalk system.

~~17-18.~~ No electrical outlets are provided for any purpose. Power generators of any kind are not permitted anywhere on or near the Tolomato River Boardwalk system.

~~18-19.~~ Food and non-alcoholic beverages are allowed only in designed picnic areas. All picnic areas are available for use based on the first come basis.

~~19-20.~~ Board walkers are encouraged to carry out all trash they bring in. Trash and all refuse should be secured in proper trash bags, properly tied, and disposed in designated trash receptacles.

~~20-21.~~ No boats motorized or non-motorized, nor any other water vessel shall be anchored or docked on or off the Tolomato River Boardwalk system.

~~21-22.~~ Violations of these policies and procedures for the Tolomato River Boardwalk system, or any amenity, will subject the party(ies) to penalties of law, environmental regulatory agencies, and potential loss of privileges to any and all Amenity Facilities. The District will hold any user(s) personally and legally responsible for any activities which result in violations of environmental regulatory requirements.

~~22-23.~~ We highly encourage Tolomato River Boardwalk users to carry their personal cell phones on the Tolomato River Boardwalk system, as there is no other form of communication provided or available.

~~23-24.~~ Report maintenance or vandalism concerns to the local District office, 904-810-0520. Thank you for doing your part to make the Tolomato River Boardwalk system a wonderful experience and pleasant place for everyone to enjoy.

SECTION R. TOW-AWAY ZONES AND PARKING ENFORCEMENT

The District finds that parked Commercial Vehicles (hereinafter defined) on unapproved parking areas and parked Vehicles and Vessels (hereinafter defined) on certain property overnight are a nuisance and danger to the health, safety, and welfare of District residents, paid users, and the public. This Policy is intended to provide the District with the means to remove Vehicles and Vessels from Tow-Away Zones (hereinafter defined) and remove Commercial Vehicles from Commercial Vehicle Tow-Away Zones (hereinafter defined). This Policy authorizes Commercial

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Vehicle Tow-Away Zones and Tow-Away Zones in designated areas, which areas are identified in Exhibits A and B attached hereto and are incorporated by reference as material parts of these Policies.

DESIGNATED PARKING AREAS. The laws and regulations related to authorized and unauthorized parking of Vehicles or Vessels on District property can be found in Chapter 316, Florida Statutes, St. Johns County Code of Ordinances, and the Marshall Creek Community Development District Amenity Policies.

ESTABLISHMENT OF TOW-AWAY ZONES; COMMERCIAL TOW-AWAY ZONES.

A. Commercial Vehicles parked in the areas identified in Exhibit A attached hereto, within the District are hereby declared “Commercial Vehicle Tow-Away Zones.”

B. Vehicles and Vessels parked in the areas identified in Exhibit B attached hereto, within the District are hereby declared “Tow-Away Zones” during the Overnight hours.

EXCEPTIONS. VENDORS/CONTRACTORS. The District Manager or his/her designee may authorize, in writing, vendors/consultants to park company vehicles in order to facilitate District business.

TOWING/REMOVAL PROCEDURES.

A. SIGNAGE AND LANGUAGE REQUIREMENTS. Notice of the Tow-Away Zones and the Commercial Vehicle Tow-Away Zones shall be approved by the District’s Board of Supervisors and shall be posted on District property in the manner set forth in Section 715.07, Florida Statutes. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, Florida Statutes.

B. TOWING/REMOVAL AUTHORITY. To effect towing/removal of a Vehicle or Vessel, the General Manager or his/her designee must verify that the subject Vehicle or Vessel was not authorized to park under this Policy and then must contact a firm authorized by Florida law to tow/remove Vehicles and Vessels for the removal of such unauthorized Vehicle or Vessel at the owner’s expense. The Vehicle or Vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, Florida Statutes.

AGREEMENT WITH AUTHORIZED TOWING SERVICE. The District’s Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized Vehicles or Vessels and in accordance with Florida law and with the policies set forth herein.

PARKING AT YOUR OWN RISK. Vehicles or Vessels may be parked on District property pursuant to this Policy, provided however that the District assumes no liability for any theft, vandalism, and/or damage that might occur to personal property and/or Vehicles or Vessels.

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Exhibit A – Map of Commercial Vehicle Tow-Away Zones.
Exhibit B – Map of Overnight Tow-Away Zones.

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SECTION S
SAUNAS AND STEAM ROOMS

Rules:

1. All patrons or guests must be at least sixteen (16) years of age to use the sauna and/or steam rooms.
2. Appropriate bathing attire must be worn in the sauna and steam room.
3. Place a towel down before sitting.
4. No food, drink, glass, or electronics of any kind may be brought into the sauna or steam rooms.
5. If you will be in the sauna or steam room alone, you must notify the front desk

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Additional Guidelines:

1. Remove any metal including jewelry as it can become very hot in the steam room / sauna.
2. Drink plenty of fluids between sessions to ensure you remain properly hydrated.
3. Sauna should not be used for more than 15 minutes at a time with a break of at least 15 minutes before reentering.
4. Steam room should not be used for more than 10 minutes at a time with a 5 to 10 minute break before reentering.
5. If at any time you feel dizzy or disoriented, please exit the sauna or steam room and immediately notify staff.
6. You should not use the steam room / sauna if you:
 - a. Are pregnant.
 - b. Are suffering from heart disease, circulatory problems, high/low blood pressure, diabetes, kidney disease or an illness causing an inability to perspire.
 - c. Have any infectious skin diseases / sores / wounds.
 - d. Have consumed a meal or alcohol within one and a half hours.
 - a-e. Have recently exercised. Time should be allowed to enable the body temperature to return to normal.

SECTION T
GATE STRIKES

The District owns certain security infrastructure including gates ("Gate") and from time to time, the Gates are struck by vehicles, bicycles, or pedestrians. Oftentimes a gate strike results in physical damage for which the District must fund repairs and each time a Gate is struck, the District incurs a loss of staff resources which can vary depending on the circumstances. The District has adopted by Resolution 2022-4 a rate range related to services in response to Gate strikes:

<u>Category</u>	<u>Proposed Rate/Fee</u>
<u>Service Rate Range for Gate Strikes</u>	<u>\$50-250, plus actual damages</u>

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The District Manager, General Manager, or Amenity Director shall have the discretion to charge

a rate within the Rate Range taking into consideration the staff time, labor and effort required to remedy the Gate strike in each particular circumstance. The rate charged shall be in addition to the actual costs of repair of the physical damage caused by the Gate strike, if any.

SECTION U
BODIES OF WATER ON DISTRICT PROPERTY

The District owns various bodies of water, including lakes and ponds, primarily for stormwater management purposes. To preserve these bodies of water and ensure the functionality of the stormwater management system, the District has established the following policies:

1. General Restrictions and Policies:

- o Swimming, boating, jet skiing, paddle-boarding, or any other form of entry into or onto retention/detention ponds, lakes, or other water bodies within the Districts is strictly prohibited. These areas are protected by conservation easements to preserve natural habitats for plants and wildlife, including alligators, which pose significant risks of serious bodily injury or death.
- o Residents shall take note that District lakes and ponds primarily function as retention areas for stormwater runoff and may contain contaminants.
- o The Districts employees, contractors, or other authorized individuals may enter and access the stormwater ponds with appropriate equipment as needed via the maintenance easements to service the ponds.

2. Fishing Policies:

- o Patrons are permitted to fish in District lakes and ponds from areas not adjacent to residential properties (e.g., near amenity facilities, roads, or common areas).
- o Fishing is not permitted from areas abutting homeowner lots with the exception of the abutting owner and/or their guests with permission of said lot owner.
- o All fishing must be catch and release only.

These policies are designed to ensure the safety of residents, protect natural habitats, and maintain the effectiveness of the stormwater management system within the District.

Swimming, boating, jet skiing, paddle boarding, or in any way entering or being on top of any retention/detention pond, lake, or other body of water within the Districts shall be prohibited. These bodies of water are subject to, among other legal restrictions, conservation easements to protect the natural habitat for plants and wildlife, including alligators, which are known to cause serious bodily injury and death. This rule shall not apply to the Districts' employees, contractors, or other authorized individuals when servicing the retention/detention ponds, lakes, or other bodies of water within the Districts.

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SECTION V
SIGNS ON DISTRICT PROPERTY

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No signs of any kind may be placed on District Property without the approval of the Board of Supervisors, General Manager, or District Manager except for the following;

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1. Open House signs to advertise an open house for a home listed for sale within the District may be placed in accordance with the following requirements:

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- a. Open House signs may not exceed 30" in height by 24" in width and shall not have anything attached to them such as flags, banners, balloons, streamers, inflatables, pennants attached.
- b. Open House signs must be made of appropriate material for outdoor signage and must be printed professionally. No handwritten signs, posterboard, or cardboard signs are allowed. The Districts General Manager will solely have the authority to deem if the signs meet these criteria.
- c. Signs for open houses on listings by licensed real estate agents must include the agency name agent name and phone number for the agent.
- d. Signs for open houses on listings for sale by owner must include the name and phone number of the point of contact.
- e. Open House signs must be in compliance with all St. Johns County Ordinances
- f. Open House signs may only be displayed on the day of the Open House and may only be displayed between the hours of 9:00am to 7:00pm. Exceptions to the display hours may be obtained by contacting the General Manager, exceptions shall be at their discretion and must be given in writing.
- g. Open House signs may only be displayed in the following locations:
 - i. Starting point for open houses of units located beyond the traffic circle at Palencia Village Drive one open house sign may be placed near the Palencia Village Drive traffic circle as marked in Exhibit C attached hereto and incorporated by reference as material parts of these policies.
 - ii. Starting point for open houses of units located in Village Lakes East, Village Lakes West, and Avila on sign may be placed on the corner as marked in Exhibit C at the entrance to the neighborhood in which the unit is located.
 - iii. An additional four signs meeting all of the other criteria may be placed beyond the starting points as noted above on the route to the unit. Note: any unit located in Avila or Augustine Island may have POA sign requirements beyond their respective gates, this rule does not supersede the requirements of those POA's. Contact the POA directly for specifics.

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2. All traffic, roadwork, construction, or other signs as required for safety placed by the district's vendors, contractors, or employees, Federal, State, and Local government contractors, and Utility providers.

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GUEST PASS ADDENDUM – A

SWIM & FITNESS GUEST PRIVILEGES		
Guest Pass Description & Rate	Pass Restrictions	Pass Privileges
<p><u>Annual Guest Pass</u> Each Patron household will be issued 30 annual guest passes. An additional 12 passes can be purchased for \$75.00. All passes must be used prior to purchasing additional sets of 12.</p>	<p>Sign in is required at the Amenity front desk at the Marshall Creek Amenity Center and Sweetwater Creek Fitness Center. Guest(s) must have a Guest Pass and be accompanied by a Patron at all times. A Guest Pass is required for use at each a in order to utilize the Amenity Facilities. A Guest Pass is not valid for group fitness classes.</p>	<p>Use of pools and fitness facilities in accordance with the Policies and rules.</p>
<p><u>Daily Pass</u> \$10 fee per day per person.</p>	<p>Sign in is required at the Amenity front desk at the Marshall Creek Amenity Center and Sweetwater Creek Fitness Center. Guest(s) must have a Guest Pass and be accompanied by a Patron at all times in order to utilize the Amenity Facilities. A Daily Pass is not valid for group fitness classes. A Daily Pass is valid for day of issue only.</p>	<p>Use of pools and fitness facilities in accordance with the Policies and rules.</p>
<p><u>Weekly House Guest Pass</u> \$25 weekly fee per individual guest age 16 or older and who resides outside the 40-mile radius surrounding the District.</p>	<p>Sign in is required at the Amenity front desk at the Marshall Creek Amenity Center and Sweetwater Creek Fitness Center. Guest(s) must have a Guest Pass and be accompanied by a Patron when signing in. Guest(s) must be accompanied by a Patron at all times when using the facilities, except when using the MCCDD pools Monday through Thursday. A Weekly House Guest Pass is valid for 7 consecutive days but is not</p>	<p>Use of pools and fitness facilities in accordance with the Policies and rules.</p>

	valid for group fitness classes.	
<u>Monthly House Guest Pass</u> \$75 monthly fee age 16 or older and who resides outside the 40-mile radius surrounding the District.	Sign in is required at the Amenity -front desk <u>at the Marshall Creek Amenity Center and Sweetwater Creek Fitness Center</u> . Guest(s) must <u>have a Guest Pass and</u> be accompanied by a Patron when signing in. Guest must be accompanied by a Patron at all times when using the facilities, except when using the MCCDD pools Monday through Thursday. A Monthly House Guest Pass is valid for 30 consecutive days but is not valid for group fitness classes.	Use of pools and fitness facilities in accordance with the Policies and rules.

TENNIS GUEST PRIVILEGES

<u>Guest Pass Description</u>	<u>Pass Restrictions</u>	<u>Pass Privileges</u>
<u>Guest Pass</u> <u>Each Patron household will be issued 8 annual guest passes</u>	Guest must be accompanied by a Patron. A Guest Pass cannot be used for league play.	Use of tennis facilities in accordance with the Policies and rules. Subject to court availability.
<u>Daily Pass</u> \$10 fee per day per person.	Guest must be accompanied by a Patron. A Daily Pass is valid for day of issue only	Use of tennis facilities in accordance with the Policies and rules. Subject to court availability.
<u>Weekly House Guest Pass</u> \$25 weekly fee per individual guest age 16 or older who resides outside the 40-mile radius surrounding the District.	Guest must be accompanied by a Patron. A Weekly House Pass is valid for 7 consecutive days.	Use of tennis facilities in accordance with the Policies and rules. Subject to court availability.
<u>Monthly House Guest Pass</u> \$75 monthly fee age 16 or older and who resides outside the 40-mile radius surrounding the District.	Guest must be accompanied by a Patron. A Monthly House Guest Pass is valid for 30 consecutive days.	Use of tennis facilities in accordance with the Policies and rules. Subject to court availability.

Notes

(1) Except as otherwise stated in these policies, guest passes are required for use of the Tennis Facilities and Swim and Fitness Facilities every day of the year. **A Guest may be a Guest of a single or multiple Patron(s) for the Tennis Facilities no more than a total of eight (8) times per calendar year, and the Swim and Fitness Facilities no more than a total of fifteen (15) times per calendar year.** Patrons must accompany their Guest(s) to the Tennis Facilities and Swim and Fitness Facilities.

(2) Guest passes for the Swim and Fitness Facilities are not required for caregivers. Caregivers are defined as someone caring for a child or special needs adult. Caregivers may only have access to the Marshall Creek CDD family pool; however special needs adult caregivers may have access to the fitness facilities. The child or special needs adult must be present with his or her(s) Patron Card. Caregivers must be pre-registered prior to admittance.

(3) Guest privileges are subject to facility availability. Guests should refer to the District’s calendar for amenity closures for Leagues and Tournament usage.

(4) Patrons may use no more than four (4) guest passes per visit to the MCCDD and SWCCDD swimming pools, and eight (8) guest passes per visit to all other Amenity Facilities. A Patron under the age of eighteen (18) may accompany no more than two (2) Guests at a time.

(5) CDD Management will turn away anyone that is not an official Guest. Individuals staying within the District on a short term rental (any lease or rental for 30 days or less) including but not limited to AIRBNB, VRBO, etc. and less than 30-day rentals are not defined as Guest.

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SWIM TEAM POLICIES ADDENDUM – B

Guidelines for Swim Team Usage

1. All Swim Team usage of District Amenity Facilities must be pre-scheduled with District staff at least 30 days prior to the beginning of practices.
2. All Swim Team members must be District residents, paid users of the District's Amenity Facilities, lifeguards at the facility, or Swim Team coaches and their minor children.
3. Swim Team is responsible for ensuring that Swim Team members and visiting teams abide by all facility rules and policies.
4. Except with the prior approval of the District, no Swim Team competitions may be held on weekends or on days that the pool is closed.
5. Swim Team shall be responsible for straightening chairs and disposing of trash in poolside trash receptacles.
6. During Swim Team practices, the swim team shall leave two lanes open for use by non-swim team users. Should the lane reserved for non-swim team users be used by more than three swimmers, the Swim Team shall make another lane available for non-swim team users.
7. Swim Team roster must be provided to the District 30 days prior to practices beginning. Roster must include all coaching staff. Amendments to roster must be provided to District as soon as practical.
8. Proof of insurance must be provided to the District 30 days prior to practices beginning.
9. Swim Team contract with the District must be signed and provided to the District 30 days prior to practices beginning.
10. If the Swim Team wishes to bring in outside "vendors" such as Swim Zone or Planet Swim School, the dates and times must be approved by District staff, two weeks prior to such date.
11. Swim Team is responsible for ensuring that children ages 5 through 12 are accompanied by a parent, coach, or person (13) year old or over at all times.
12. Swim Team shall pay for the cost of any special services (e.g., increased lifeguard coverage), should the District allow or offer such services to the Swim Team.
13. Swim Team shall be responsible for automobile parking on swim meet days. Swim meets are expected to surpass the District's parking lot capacity, and the Swim Team shall have volunteers available to manage such overflow parking. Should the asphalt parking lot and grassy overflow parking area to the south of the asphalt parking lot reach a completely full capacity, the preferred overflow parking area shall be the north bound lane of North Loop Parkway (e.g. – opposite side of street from Amenity Center entrance). Use of temporary "No Parking on this Side of Street" signs shall be permitted two (2) hours prior and one (1) hour after a scheduled swim meet. The Swim Team may also directly seek out permission of nearby vacant landowners for over-flow parking.

Exhibit A
Map Of Commercial Vehicle
Tow-Away Zone



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Exhibit B
Map of Overnight Tow-Away Zones



EXHIBIT C
SIGNS ON DISTRICT PROPERTY

Locations for Section V 1.g.ii



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Locations for Section V 1.g.ii



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EXHIBIT 8

Comparison of Nearby Communities with CDD's Non-Resident Fees

Heritage Landing

Non-Resident Fee: \$2500

- **Amenities:**
 - Waterslide with Family Pool
 - Lap Pool
 - Splash Area
 - Outdoor Movie Area
 - Tennis Courts
 - Basketball Courts
 - Athletic Field
 - Meeting Room
 - Small Gym
 - Volleyball Courts
 - Playground Areas
 - Events

Bartram Springs

Non-Resident Fee: \$3000

- **Amenities:**
 - Waterslide with Family Pool
 - Lap Pool
 - Splash Pad
 - Tennis Courts
 - Basketball Courts
 - Volleyball Courts
 - Fitness Center
 - Playground Areas
 - Athletic Field
 - Events
 - Meeting Room

Rivertown

Non-Resident Fee: \$4000

- **Amenities:**
 - Three Amenities Centers
 - Lap Pool
 - Family Pool with Waterslide
 - Splash Pad
 - Lazy River
 - Activity Pool with Splash Park
 - Tennis Courts
 - Basketball Courts
 - Soccer Field
 - Volleyball Court
 - Amphitheater
 - Playgrounds
 - Walking Trails
 - Zip Line
 - Events
 - Restaurant

Nocatee

Non-Resident Fee: \$3800

- **Amenities:**
 - Fitness Club
 - Splash Park
 - Splash Park Zip Line
 - Spray Water Park – Multiple Waterslides
 - Dog Park
 - Pocket Parks with Playgrounds
 - Kayak Launch
 - Swim Club – Lap Pool
 - Athletic Fields
 - Rentable Halls and Meeting Rooms
 - Walking Trails
 - Events
 - And More...

Shearwater

Non-Resident Fee: \$3500

- **Amenities:**
 - Kayak Launch
 - Fitness Lodge
 - Meeting Rooms
 - Tennis Courts
 - Community Garden
 - Dog Park
 - Nature Trails
 - Playgrounds
 - Lazy River
 - Family Pool with waterslide
 - Lap Pool
 - Entertainment Pavilion

Julington Creek Plantation

- **Family Membership Non-Resident Fee: \$2100**
- **Individual Membership Non-Resident Fee: \$1300**
- **Amenities:**
 - Family Pool with Waterslide
 - Splash Park
 - Lap Pool
 - Skate Park
 - Basketball Courts
 - Fitness Center
 - Meeting Rooms
 - Playground & Park
 - Tennis Courts
 - Volleyball Courts
 - Events
 - Cafe

MCCDD/SWCCDD

Non-Resident Fee: \$3500

- **Amenities:**
 - Tennis Center with full schedule of leagues, events, clinics, and lessons
 - Group Fitness Classes included in fees
 - Fitness Center
 - Steam Rooms & Saunas
 - Family Pool with Waterslide
 - Adult Pool
 - Lap Pool
 - Pickleball Facility with clinics, leagues, lessons, and events
 - Events
 - Boardwalks
 - Pocket Parks
 - Gathering Room
 - Water Fitness Classes
 - Les Mills Classes
 - Aerobics Room

EXHIBIT 9

MARSHALL CREEK CDD MEETING AGENDA MATRIX

October 2024

**Regular Meeting:
10/16**

Presentations

Consent Agenda Items

- Minutes--Regular Meeting (9/18/2024)
- Unaudited Financials (9/2024)

Business Items

Discussions

- Closed Session to Discuss Security

Staff Reports

- District Manager
 - Action Item Report
 - Meeting Matrix
- District Counsel
 - Agreement from SCCDD
- District Engineer
- General Manager's Report

- Mentioned by DC if Board wanted specific information on security plans

MARSHALL CREEK CDD MEETING AGENDA MATRIX

<p><i>November 2024</i></p>	<p><i>Regular Meeting: 11/20</i></p>	<p><i>Presentations</i></p> <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none">• Minutes--Regular Meeting (10/16/2024)• Unaudited Financials—(10/2024) <p><i>Business Items</i></p> <p><i>Discussions</i></p> <p><i>Staff Reports</i></p> <ul style="list-style-type: none">• District Manager<ul style="list-style-type: none">○ Action Item Report○ Meeting Matrix• District Counsel• District Engineer• General Manager's Report	
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MARSHALL CREEK CDD MEETING AGENDA MATRIX

<i>Unscheduled Items</i>		<i>Presentations</i> <i>Business Items</i> <i>Public Hearings</i> <i>Discussions (Workshop)</i>	
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MARSHALL CREEK CDD MEETING AGENDA MATRIX

SUBJECT	NOTES

EXHIBIT 10

**Marshall Creek Community Development District (“District”)
Performance Measures/Standards & Annual Reporting Form**

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least twelve regular Board of Supervisor (“Board”) meetings per year to conduct District-related business and discuss community needs.

Measurement: Number of public Board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of twelve Board meetings were held during the fiscal year.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to the District’s website, publishing in local newspaper of general circulation, and or via electronic communication.

Standard: 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (e.g., newspaper, District website, electronic communications).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management’s records.

Standard: 100% of monthly website checks were completed by District Management or third-party vendor.

Achieved: Yes No

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management: Field manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District’s infrastructure.

Measurement: Field manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager’s reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within District Management services agreement

Achieved: Yes No

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District’s infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer’s report related to District’s infrastructure and related systems.

Standard: Minimum of one inspection was completed in the fiscal year by the District's engineer.

Achieved: Yes No

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year. *(or other deadline, as appropriate)*

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on the District's website and/or within District records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District's website.

Achieved: Yes No

Goal 3.2: Financial Reports

Objective: Publish to the District's website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District's website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the District's website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing Board approval and annual audit is available on the District's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District's website and transmitted to the State of Florida.

Achieved: Yes No

SIGNATURES:

Chair/Vice Chair: _____

Date: _____

Printed Name: _____

Marshall Creek Community Development District

District Manager: _____

Date: _____

Printed Name: _____

Marshall Creek Community Development District

EXHIBIT 11

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

A joint workshop of the Board of Supervisors of the Sweetwater Creek Community Development District and Marshall Creek Community Development District was held on **Tuesday, July 30, 2024**, at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida.

Present were:

Ron Cervelli	Sweetwater Creek CDD Chairman
John Smith	Sweetwater Creek CDD Vice Chair
Rob Lisotta	Sweetwater Creek CDD Supervisor
Charles Usina <i>by phone</i>	Sweetwater Creek CDD Supervisor
Stephen Handler	Sweetwater Creek CDD Supervisor
Richard Luciano	Marshall Creek CDD Chairman
Monique Perna	Marshall Creek CDD Vice Chair
Kathy Moss	Marshall Creek CDD Supervisor
Jim Letson	Marshall Creek CDD Supervisor
Howard Entman <i>by phone</i>	Marshall Creek CDD Supervisor

Also present were:

Jim Oliver	District Manager, GMS
Michael Eckert	District Counsel for Marshall Creek

The following is a summary of the discussions taken at the July 30, 2024, joint workshop between the Sweetwater Creek Community Development District's Board of Supervisors and Marshall Creek Community Development District's Board of Supervisors.

FIRST ORDER OF BUSINESS

Roll Call

The workshop began at approximately 4:00 p.m.

SECOND ORDER OF BUSINESS

Discussion of Joint Ventures and Cooperative

Mr. Lisotta stated that he and Supervisor Perna have had conversations regarding what both boards could work on together to benefit the two communities.

The board members of both districts discussed improving communication to residents of both districts, as well as becoming more cohesive with matters such as the security gates, the methodologies, community events, the websites, ordering supplies.

Mr. Lisotta asked that each board at their own meetings discuss anything that the two districts can start working on together.

THIRD ORDER OF BUSINESS

Public Comment

A resident stated that there used to be an event called “Dancing in the Streets” that was a big event that the boards could discuss bringing back because it was well attended and involved all ages. She also recommended thinking about doing an app for the community.

A resident asked if the board would consider polling the community to see if they’d like to return to guards at the gates, or if they’re happy with the current situation. She also recommended forming a committee to compare the costs of both options.

A resident recommended the amenity directors put out a weekly e-blast to the communities. Next, he commented that the gates are a pain. Lastly, he recommended assigning each Chair to certain committees so they can communicate and bringing the HOA into the communications.

A resident stated that there should be someone reaching out to new homeowners to explain everything.

A resident stated that she is on the POA for Palencia, which has a welcoming committee, so reaching out to new homeowners could be something the two POAs could work on together. also noted that there is a website at www.palenciaonline.com and she, Denise Powers, or Erin Gunia can assist if someone is not receiving the e-blasts for the communities.

A resident encouraged both boards to do a survey of residents to find out what is important to them, especially as it relates to the gates and the amenities, as well as looking into using committees where they can.

Ms. Pena suggested she and Mr. Lisotta make a simple list of what has been talked about, provide them to the Chairs of each board, put the lists on the agendas for the next meetings for each board, and each board can separately discuss two or three items they think could be done in the near future.

FOURTH ORDER OF BUSINESS

Adjournment

July 30, 2024

Marshall Creek CDD

The workshop adjourned at approximately 4:46 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

EXHIBIT 12

RESOLUTION 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

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

SECTION 1. The following are appointed as Officers of the District effective upon the passage of this Resolution:

1. David C. McInnes is appointed Secretary.
2. Johanna Lee is appointed Treasurer.
3. Dana Harden is appointed Assistant Secretary.
4. Jacquelyn Leger is appointed Assistant Secretary.
5. Bridgett Alexander is appointed Assistant Treasurer.
6. Scott Smith is appointed Assistant Treasurer.

SECTION 2. This Resolution supersedes any prior appointments made by the Board for Secretary, Treasurer, Assistant Secretaries, and Assistant Treasurers.

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

[continued on following page]

SECTION 4. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

Passed and adopted this 18th day of September 2024.

ATTEST:

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson / Vice Chairperson
Board of Supervisors

[continued on following page]

EXHIBIT 13

RESOLUTION 2024-12

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

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

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

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

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

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

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

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

WHEREAS, the District has estimated the value of the Property to be less than Five Thousand Dollars (\$5,000), or without commercial value; and

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

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

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

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

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

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

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

PASSED AND ADOPTED this 18th day of September 2024.

ATTEST:

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A
Surplus Property

52" Exmark Turf Tracer Hydro Walk Behind Lawn Mower

Model TTX650EKC52400

Serial # 315664309

Hours 1652

Engine Kohler EFI

Equipped with mulching kit and Velke sulky

Reason for disposal: the equipment is obsolete and will be replaced with a
new model with larger deck for more efficient mowing

[The estimated value of surplus property is \$2500.00]

EXHIBIT 14



Request for Funds

Purpose: Replacement of handrails along Promenade Point.

The handrails on the Districts property along Promenade point are in need of replacement, they have become a safety hazard over time. There is money in the budget to do this project and Shane had been working on getting quotes for a while now.

Capital Improvement or Operating Fund: Operating Fund

FY 2025 Budget: R&M Buildings (Park Buildings & Structures

Requesting Department: Engineering - Maintenance

Company	Services Included	Warranty	Cost
Edwards Ornamental Iron	Refer to proposal summary	<ul style="list-style-type: none"> All goods manufactured and labor is guaranteed free of defects for 1 year Parts or equipment not manufactured by contractor to be covered by manufacturer's warranty. 	\$26,900 with a 50% deposit required prior to scheduling; balance due upon completion.
Old City Iron and Canvas	Refer to proposal summary	<ul style="list-style-type: none"> One year warranty on materials, workmanship, and finish. 	\$22,200 with a 50% deposit prior to scheduling. Balance due upon completion.

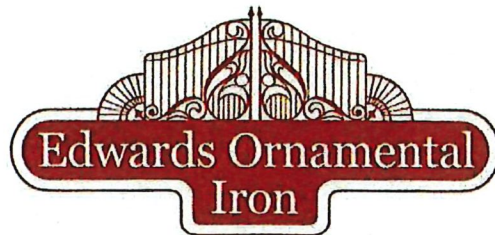
Evaluation of options/recommendations:

Recommendation:

The recommendation of the Director of Engineering is to work with Old City Iron and Canvas. They have worked in Marshall Creek in the past and provided affordable quality work. The General Manager concurs.

Cons:

The Engineering Director specifically budgeted in FY2025 to accommodate the project and the handrails in the current condition are a safety hazard. Management sees no cons in performing this project at this time.



EF20000913
1252 W. Beaver St.
Jacksonville FL 32204
Phone (904)354-4282
Fax (904)354-6561
www.edwardsornamental.com

September 10, 2024
Marshall Creek CDD
1875 North Loop Parkway
St. Augustine, FL 32095
Attn: Shane

Dear Shane:

We are pleased to bid on the following:

11 sets of custom aluminum exterior pipe rails to match existing corroded steel rail designs (22 total rails). All rails to be approximately 36" high. Aluminum materials to include: 1 ¼" schedule 40 pipe and pressed aluminum cover plates. Powder coated "black". Installation included with core drill and hydraulic anchoring cement. Removal of existing rails included.

Total: \$26,900.00 tax exempt

Note: Edwards shall retain a security interest in all goods and materials until same has been paid in full. Buyer/owner agrees to pay all collection and attorney fees, as well as a 1.5% per month service charge on all past due amounts. All terms and scope of work for this contract are contained herein. All change orders or revisions to this contract must be approved by Lloyd D. Thurman, Vice President. If on site welding is required, we will do all in our power to protect existing finishes, however, we will not be responsible for welding splatter or burn mark. Work and pricing reflects completion of contract in congruence with all applicable industry standards and codes. Edwards Ornamental Iron, Inc. retains authority to terminate this contract if unforeseen or differing site conditions are found. Edwards Ornamental Iron, Inc. reserves the right to alter the quoted price after 60 days.

Warranty: Unless otherwise specified, all goods manufactured and labor by Edwards Ornamental is guaranteed free of defects for 1 year. Individual warranty on parts or equipment not manufactured by Edwards Ornamental to be covered by manufacturer's warranty.

Terms: 50% deposit, balance at completion

Estimate

Old City Iron and Canvas, 20 Donner Rd, Atlantic Beach FL 32233, United States

FOR
Marshall Creek CDD

Estimate No.: 002
Issue date: 9/11/2024
Valid until: 9/25/2024

Estimate No. 002	Issue date 9/11/2024	Valid until 9/25/2024	Total due (USD) \$22,200.00
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Description	Quantity	Unit price (\$)	Amount (\$)
Handrails fabricate handrails as per original in aluminum, powder coated and core drill installation.one year warranty on materials, workmanship and finish. includes installation. a deposit is requested, thank you.	1	22,200.00	22,200.00
Total (USD):			\$22,200.00