



Rizzetta & Company

# **Trout Creek Community Development District**

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**Board of Supervisors'  
Meeting  
December 17, 2025**

**District Office:  
2806 N. Fifth Street  
Unit 403  
St. Augustine, FL 32084**

**[www.troutcreekcdd.org](http://www.troutcreekcdd.org)**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Kayak Club, 100 Kayak Way, St. Augustine, FL 32092

[www.troutcreekcdd.org](http://www.troutcreekcdd.org)

## Board of Supervisors

Clint Wright  
Heather Loffredo  
Jim Breslin  
Ronnie Murphy  
Vincent Sajkowski

Chairman  
Vice Chairperson  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

## District Manager

Melissa Dobbins

Rizzetta & Company, Inc.

## District Counsel

Chris Loy  
Jennifer Kilinski

Kilinski Van Wyk  
Kilinski Van Wyk

## District Engineer

Mike Yuro

Yuro & Associates

**All cellular phones must be placed on mute while in the meeting room.**

Please refer to the final agenda for Audience Comment sections of the meeting. This will include **General Audience Comments** (for non-agenda items only) and **Audience Comments on Agenda Items**. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments. **All Public Comments or Public Hearing Comments will also be limited to a total of three (3) minutes.**

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. 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), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the 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 the appeal is to be based.

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
www.troutcreekcdd.org

Board of Supervisors  
Trout Creek Community  
Development District

December 10, 2025

## FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **December 17 2025, at 6:00 p.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092. The **District Board will also conduct an attorney client shade session at 5:30 p.m. This session will commence prior to the regular meeting.**

### SHADE SESSION AGENDA:

1. **CALL TO ORDER / ROLL CALL**
2. **AUDIENCE COMMENTS (ONLY ON SHADE SESSION MATTER)**
3. **ATTORNEY-CLIENT SHADE SESSION**

The attorney-client shade session, which is closed to the public, is being held pursuant to Section 286.011(8), Florida Statutes, and relates to advice on pending litigation expenditures and litigation strategy related to VerdeGo vs. Trout Creek Community Development District, Case Number 2025CA000937, pending in the Circuit Court for St. Johns County.

4. **CONCLUSION OF SHADE SESSION/MOTIONS RELATED TO SAME**

### REGULAR MEETING AGENDA:

1. **CALL TO ORDER / ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **AUDIENCE COMMENTS (Agenda and General Comments Limited to 3 Minutes Each)**
4. **BUSINESS ITEMS – Part A**
  - A. Notice of Rizzetta & Company's Resignation of District Services ..... Tab 1
  - B. Consideration of Proposals Received in Response to District Management RFP ..... Tab 2
5. **STAFF REPORTS**
  - A. District Counsel
    - 1.) Status of Settlement Agreement with Developer
    - 2.) Update Concerning Pond Maintenance and Mowing in the Woodlands
  - B. District Engineer ..... Tab 3
    - 1.) Update Report
    - 2.) Consideration of Proposal for Asphalt Testing & Vallencourt Agreement – *Under Separate Cover*
    - 3.) Update on Crosswalk Proposal
    - 4.) Consideration of Cross Walk Flashing Light Proposal for Phase 3 Traffic Circle – *Under Separate Cover*
  - C. Landscape Maintenance Service Reports ..... Tab 4
  - D. Pond Aquatics Service Reports ..... Tab 5

- 1.) Consideration of Charles Aquatics Phase 3  
Carp and Barrier Installation Proposal – *Under Separate Cover*
- E. General Manager ..... Tab 6
  - 1.) Consideration of Amenity Access Fence Repair and/or Replacement  
Proposal
- F. District Manager ..... Tab 7
  - 1.) Variance Report Presented by Supervisor Murphy
- 6. **BUSINESS ITEMS – Part B**
  - A. Consideration of CBuss Bulk Tile Purchase Proposal..... Tab 8
- 7. **BUSINESS ADMINISTRATION - CONSENT AGENDA**
  - A. Consideration of Minutes for the Board of Supervisors’ Meeting  
held on November 19, 2025 ..... Tab 9
  - B. Consideration of Minutes for the Workshop held on December 3, 2025 ..... Tab 10
  - C. Ratification of Operations & Maintenance Expenditures for  
November 2025 – *Under Separate Cover*
- 8. **SUPERVISOR REQUESTS**
- 9. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 904-436-6270.

Yours kindly,

*Melissa Dobbins*

District Manager



## **Tab 1**



Rizzetta & Company

Professionals in Community Management

3434 Colwell Avenue

Suite 200

Tampa, FL 33614

p: 813.514.0400

[rizzetta.com](http://rizzetta.com)

December 5, 2025

Trout Creek Community Development District  
Board of Supervisors  
2806 North Fifth Street  
Unit 403  
St. Augustine, FL 32084

Re: Termination of District Management Services,

Dear Board of Supervisors:

This letter shall serve as Rizzetta & Company, Incorporated's ("Rizzetta") written notice of termination, effective February 27, 2026, pursuant to Section XI of the Contract for Professional District Management Services dated October 1, 2024 between Trout Creek Community Development District ("District") and Rizzetta. In addition, this letter also serves as our official written notice of termination pursuant to Section 4 of the Dissemination Agent Agreement dated October 6, 2020 between the District and Rizzetta and notice of termination pursuant to Section X of the Contract for Professional Technology Services dated August 16, 2019 between the District and Rizzetta Technology Services, Inc., subsequently assigned to Rizzetta on December 15, 2021.

This decision comes after careful consideration of recent developments within the Board of Supervisors. It has become evident that certain board members are intent on replacing the current district manager, not due to performance deficiencies or failure to meet contractual obligations, but rather for the sake of implementing change itself. This pattern mirrors the recent turnover of other district consultants and reflects a concerning trend in governance approach.

Over the course of our engagement, we have provided professional district management services grounded in nearly 40 years of industry experience. Our recommendations and counsel have been based on proven best practices, regulatory compliance requirements, and intimate understanding of the complexities inherent in district management. Despite this expertise, it has become clear that certain supervisors prefer to prioritize input from sources with significantly less experience and technical knowledge of the industry's intricate operational, financial, and regulatory frameworks.

We believe that effective district management requires a collaborative relationship built on mutual respect and trust in professional expertise. When board leadership chooses to discount seasoned professional judgment in favor of less informed perspectives, it compromises both the working



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relationship and, ultimately, the district's ability to operate efficiently and in compliance with applicable requirements.

Rizzetta will continue to provide District Management Services, Dissemination Agent Services and Technology Services through February 27, 2026 as a gesture of good faith and to facilitate a clean month-end separation. Although the notice provision of these agreements requires 60-day written notices of termination, this extended timeline will allow for proper closure of the fiscal month and ensure all financial reporting and operational matters are appropriately concluded and transitioned.

We will work diligently during the transition period to ensure an orderly transfer of responsibilities and to minimize disruption to district operations. All outstanding matters will be documented, and we will cooperate fully with any successor district manager.

We wish the district well in its future endeavors.

Sincerely,

William J. Rizzetta  
President

Cc: Chris Loy, District Counsel  
Jennifer Kilinski, District Counsel

## **Tab 2**

***TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT***

**REQUEST FOR PROPOSALS  
FOR  
DISTRICT MANAGEMENT SERVICES  
AND/OR  
FINANCIAL COMPLIANCE AND ACCOUNTING SUPPORT SERVICES**

November 22, 2025

## **TABLE OF CONTENTS**

1. General Information and Instructions for Proposers
2. General Description of District Facilities
3. Scope of Management Services Needed
  - A. District Management
  - B. Financial Compliance and Accounting Support Services
4. Alternative Scope of Services – List of Responsibilities
5. Proposal Forms
  - A. Official Proposal Form
    - i. General Proposer Information
    - ii. Personnel
    - iii. Experience
    - iv. Pricing
  - B. Affidavit of Acknowledgments
  - C. Sworn Statement Regarding Public Entity Crimes
  - D. Affidavit of Non-Collusion
  - E. Sworn Statement Regarding Scrutinized Companies
  - F. Anti-Human Trafficking Affidavit
6. Form of Agreement

**1. GENERAL INFORMATION AND INSTRUCTIONS FOR PROPOSERS**  
**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**REQUEST FOR PROPOSALS FOR DISTRICT MANAGEMENT SERVICES AND/OR FINANCIAL**  
**COMPLIANCE AND ACCOUNTING SUPPORT SERVICES**

DATE	EVENT
Saturday, November 22, 2025	Project Manual Available to Bidders
Bidders will be notified of available dates/times	Site Available for Inspection
December 1 – December 3, 2025	Virtual All-Call with interested Proposers, District Counsel, and Board Designee (exact date/time TBD – <b>please advise by 5:00 p.m. ET on November 25, 2025, if you desire a call</b> )
Friday, December 5, 2025, at 10:00 a.m. ET	Deadline for Questions
Tuesday, December 9, 2025, at 12:00 p.m. ET	Proposals Due
Wednesday, December 17, 2025	Anticipated Board Meeting to Evaluate Proposals & Award Contract

Notice is hereby given that the Trout Creek Community Development District (the “**District**”) will accept proposals from qualified firms interested in providing district management and/or financial compliance and accounting support services for the District, as further described herein. The District intends to select the proposal that is in the best interests of the District. **Please note that this is an informal solicitation of proposals for contractual services and there is no right to protest this proposal package or the Board’s selection of the ultimate proposal.** In order to submit a proposal, each Proposer must, at a minimum, be authorized to do business in Florida, hold all required state and federal licenses in good standing, meet requirements set forth in Chapter 190, *Florida Statutes*, and other applicable law, and otherwise meet any applicable requirements set forth by the District. Firms interested in proposing shall be required to obtain a request for proposal package, available at the e-mail and address set forth herein.

All proposals should include the following information, among other things described herein:

- A. Completed and executed proposal forms as set forth herein.
- B. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person(s). Proposer shall demonstrate its level of experience and expertise in substantially similar operations.
- C. A narrative description of the Proposer’s approach to providing the services for each of the tasks as described in the scope of services provided herein.
- D. Complete pricing showing the total cost of providing the services, broken down as set forth on the included price proposal form. For any subcontractor being proposed, the total amount proposed to be paid by the District for these services shall be segregated between the actual funds being paid to the subcontractor and the mark up being charged by Proposer. Three (3) years of detailed pricing **MUST** be included by the Proposer, with clear annual breakdowns and provisions for any proposed price escalators or adjustments.

- E. A draft organizational chart that identifies the Contractor's proposed staffing structure and hierarchy. Multiple organizational charts may be submitted if the Contractor wishes to propose more than one staffing structure option.
- F.
- G. F. Sample budget and financial reports demonstrating the Proposer's proposed layout, structure, and format for District financial reporting. These samples should include, at minimum, a sample monthly financial statement with budget-to-actual comparisons, a sample balance sheet, and a sample annual budget document. The samples should demonstrate the Proposer's ability to present financial information in a clear, organized, and compliant manner consistent with Generally Accepted Accounting Principles (GAAP).

**Firms desiring to provide a proposal should submit one (1) electronic copy of the required proposal no later than December 9, 2025 at 12:00 p.m. (ET), to Jennifer Kilinski and Christopher N. Loy, Jr., [jennifer@cddlattorneys.com](mailto:jennifer@cddlattorneys.com) and [chrisl@cddlattorneys.com](mailto:chrisl@cddlattorneys.com). Proposal packages are available from the same.**

Proposals shall bear the name of the Proposer and shall clearly identify the District. The District may choose not to evaluate any proposal not completed as specified or missing the required documents. By submitting a proposal, Proposers acknowledge this is an informal solicitation of proposals for contractual services and there is **no** right to protest this proposal package or the Board's selection of the ultimate proposal.

**Any firm submitting a proposal is strongly encouraged to attend the meeting of the District's Board of Supervisors to be held on Wednesday, December 17, 2025, at 6:00 p.m. at Kayak Club, located at 100 Kayak Way, St. Augustine, FL 32092. The Board of Supervisors will be evaluating the proposals at this meeting and each Proposer will be allocated time to describe their company and proposal(s) and to answer questions.**

**If the Proposer desires to propose an alternate approach to district management based on Proposer's specialized knowledge and experience in this area, the Proposer is strongly encouraged to submit both a proposal responsive to the structure outlined herein and a separate, alternative proposal. The District requests what the Proposer deems the best staffing structure and information related thereto.**

Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to award the contract to a proposer other than the one submitting the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. The District's Board of Supervisors shall review and evaluate the proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. The District reserves the right to reject any and all proposals, make modifications to the scope of the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District. There is no public procurement requirement for these services and as such bid protest rights are not afforded.

Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.



Any and all questions relative to this project shall be directed in writing by email only to District Counsel, Jennifer Kilinski and Christopher N. Loy, Jr., no later than **December 5, 2025 at 10:00 a.m.**

Trout Creek Community Development District

## **2. GENERAL DESCRIPTION OF DISTRICT FACILITIES TO BE MANAGED**

The Trout Creek Community Development District consists of approximately 1,450.52 +/- acres of land located entirely within St. Johns County, Florida. The District owns, operates and maintains various common areas, parking lots (vehicular and golf cart), storm water management ponds and structures, roadways/sidewalks, walking trails, signage, and landscaping and irrigation systems, all of which must be maintained in compliance with applicable local, state and federal regulations. The District also owns, operates and maintains an amenity center and related facilities, including two pools, a lazy river, parks, playgrounds, a fitness lodge, tennis courts, play fields, kayak launching area, pavilions, boardwalks, and trails.

The maintenance and management contracts currently in effect are public records and can be obtained by contacting: Melissa Dobbins at Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614; telephone: 904-436-6270; email: [mdobbins@rizzetta.com](mailto:mdobbins@rizzetta.com). Proposers should familiarize themselves with the District's lands and facilities prior to submitting a proposal.

### **3. SCOPE OF MANAGEMENT SERVICES NEEDED**

#### **I. District Management**

Contractor will serve the District and community in a professional manner, providing the residents the numerous benefits of a first-class operation of the District facilities. The management responsibility shall include professional interaction and coordination, along with contract administration, of and with other outside entities such as property management, landscape maintenance, and other service contractors. Finally, aspects such as budgeting, policy recommendations and enforcement, safety/security recommendations, and coordination and communication with the District's Board of Supervisors ("**Board**"), residents and others shall be included. Attendance and reporting at District Board of Supervisors meetings (and as may be applicable, workshops) will be a required job function for the management team.

##### **a. District Management General Responsibilities**

- i. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, continued meetings, hearings, and workshops. Arrange for time, location, and all other necessary logistics for such meetings, hearings, and workshops, including broadcasting public meetings via conference call, Zoom, or other communications technology to allow virtual attendance by Board members, District staff, and residents.
- ii. Monitor the performance of the District's vendors and service providers and ensure that contractual requirements are met and to identify any cost-saving measures. The District manager will be responsible for the comprehensive management, operation, and maintenance of the District's amenity facilities and common areas, including but not limited to the following:
  1. Oversight of all employees, amenity-related independent contractors, and licensees of the District.
  2. Develop and maintain the amenity and capital reserve portions of the budgets related to the District's amenities in accordance with Generally Accepted Accounting Principles (GAAP) and applicable Florida law.
  3. Coordinate necessary insurance, waivers, agreements, and other documentation through District staff to ensure all District-related activities are appropriately and legally documented to protect the District from additional liability exposure. All waivers and agreements must be reviewed by District Counsel prior to implementation.
  4. Resolve and take ownership of any facility-related issues that may occur in conjunction with onsite staff; communicate to the appropriate parties issues that may require additional resources, or which are beyond the Contractor's expertise.
  5. Ensure all contractual obligations to the community are fulfilled with excellence; monitor vendor performance and communicate when standards are not being met.

6. Maintain timely communication with District staff, the Board of Supervisors, and support staff.
  7. Provide timely communication with residents as it relates to concerns and/or requests in conjunction with onsite staff.
  8. Support and hold accountable all District staff to exceptional standards of service in their areas of responsibility; provide direction and support to said staff.
  9. Review lifeguard staffing recommendations and propose ways to increase evening and off-season pool/amenity access for residents.
- iii. Ensure compliance with all statutes affecting the District, including but not limited to:
1. Certify and submit the Special District Update Form, as required each year.
  2. Assign and provide a Records Management Liaison Officer for reporting to the Division of Library and Information Services.
  3. Assign and provide contact person for the State Commission of Ethics for Financial Disclosure and other necessary coordination.
  4. Provide Form 1 Financial Disclosure filing information and/or documents to District Supervisors.
  5. Provide Form 1F Financial Disclosure filing information and/or documents for Supervisors whose terms end during District Manager's tenure, whether through term expiry or resignation.
  6. Monitor and provide Form 8B Memorandum of Voting Conflict to District Supervisors, as may be required from time to time.
  7. Monitor and provide updates to District organizational documents, including the Notice of Establishment, to authorities requesting and having jurisdiction.
  8. Maintain Disclosure of Public Financing and file with Department of Commerce.
  9. Prepare and submit a proposed budget for Board approval no later than June 15 of each fiscal year, in accordance with Section 190.008, *Florida Statutes*.
  10. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
  11. Provide written notice to property owners of public hearing on the budget and its related assessments.
  12. Provide copy of the initial Public Facilities report to the County as required by law and provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made, at a minimum every seven (7) years after initial submission.
  13. File name and location of the Registered Agent and Office location each year to all authorities having jurisdiction.
  14. Provide for publication and submission of the regular meeting schedule of the Board to the County, and in a newspaper of general circulation in the area of the District, as required by Florida Statute.

15. Provide District map and updates, as provided by the District's Engineer, as needed to authorities requesting and having jurisdiction.
  16. Provide legal description and District boundary map, as provided by District's Engineer, as needed to the Supervisor of Elections.
  17. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15 of each year.
  18. Provide for public records announcement and file document of registered voter data each June.
  19. Update Supervisor names, officer positions, and contact information to the State Commission on Ethics annually or otherwise as required.
  20. Certify and file the Form DR-421 Certification for Taxing Authorities that Do Not Levy Ad Valorem Taxes with the Department of Revenue on or before November 1 each year.
  21. Provide for the appropriate advertisement templates, required language, and services in order to effectuate proper notice of all public meetings of the Board in accordance with the applicable Florida Statutes, including but not limited to, notices of public hearings on assessments; the annual budget; establishment of rates, fees, or charges; rulemaking; uniform method of collection; and all other required notices of meetings, hearings and workshops.
  22. Provide instruction to property owners regarding the general election process and forms.
  23. Respond to bondholder's requests for information in a timely manner.
  24. Implement the policies established and adopted by the Board in connection with the operations of the District.
- iii. Provide robust communication strategy, channels, and forms for District residents to contact the District Manager, including electronic communications, e-blasts, and community mailings.
  - iv. Coordinate with other District staff, including amenity management, field management, maintenance, and food and beverage management providers as applicable.
  - v. Assist in the negotiation and oversight of contracts, as directed by the Board of Supervisors, with cost-saving opportunities to be actively identified.
  - vi. Advise the Board on the status of negotiations, as well as contract provisions and their impacts on the District and provide contract administration services.
  - vii. Prepare, maintain and circulate, as applicable, a monthly report of all contracts with start and expiration dates to allow for quick review of status.
  - viii. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation in advance of expiration of contracts.

- ix. Advise the Board of any need for renewal or additional procurement activities and implement same.
- x. Monitor certificates of insurance as needed per contracts.
- xi. Answer project status inquiries from bonding companies, as required.
- xii. Staff an office location to process and respond to written, telephone, and/or e-mail inquiries from the public.
- xiii. Perform periodic performance assessments of District staff, vendors, etc., as requested by the Board.
- xiv. Proactively mitigate and manage risk and impact of management and staff turnover.
- xv. Implement and utilize effective workflow management tools for prioritization and tracking vendor projects, tasks, and activities.
- xvi. Provide training sessions, seminars, and educational materials for Board of Supervisors.
- xvii. Collaborate with staff to evaluate and implement new ideas and policy direction—such as beer/wine/food licensing, night swimming, and related insurance requirements. Seek ways to support implementation rather than create barriers.
- xviii. Spend sufficient time onsite to fully understand District operations, challenges, and opportunities. This is essential to provide meaningful solutions and thoughtful recommendations to the Board.

b. District Management Administrative Responsibilities

- i. Prepare agendas for transmittal to the Board, District staff, and residents at least seven (7) days prior to Board meetings.
- ii. Prepare meeting materials for other meetings, public hearings, etc., as needed.
- iii. Prepare and provide accurate minutes for all meetings, workshops, and hearings of the Board within seven (7) business days following each meeting, maintaining compliance with Chapter 286, *Florida Statutes*.
- iv. Provide a means of remote viewing (such as Zoom) for monthly Board meetings.
- v. Provide means for Board Members (or to the public by request) to receive a recorded video of the meeting.

- vi. Implement and maintain a document management system to create, save, and archive District documents in accordance with Chapter 119, *Florida Statutes*, and applicable retention schedules; upon termination of this services agreement, provide all documents to the District within thirty (30) days in an organized, searchable format.
- vii. Provide a method for Board members to access the database for research and information gathering.
- viii. Certify and file annual report to the Department of State, Division of Library and Information Services for storage and disposal of public records.
- ix. Protect the integrity of all public records in accordance with the requirements of Florida law.
- x. Respond to public records requests as required by law and in compliance with the District's public records policy and *Rules of Procedure*.
- xi. Maintain "Record of Proceedings" for the District within St. Johns County, including meeting minutes, agreements, resolutions, and other records required by law.
- xii. Ensure relevant financial data is posted, reported and up to date so that the public has full access to required information.

## II. Financial Compliance and Accounting Services

### a. Accounting

#### i. **Financial Statements:**

- 1. Establish a Fund Accounting System in accordance with federal and state law, as well as Generally Accepted Accounting Principles ("GAAP"), Generally Accepted Auditing Standards ("GAAS"), and the Rules of the Auditor General. This includes the following:
  - A. Chart of Accounts; and
  - B. Vendor and Customer Master File; and
  - C. Report creation and set-up.
- 2. Prepare and ensure the accuracy of monthly balance sheets, income statement(s) with budget to actual variances, including the following:
  - A. Cash Investment Account Reconciliations per fund; and
  - B. Balance Sheet Reconciliations per fund; and
  - C. Expense Variance analysis.

3. Prepare and file Annual Public Depositor's Report and distribute it to Florida Department of Financial Services.
4. Prepare and file Public Depositor's and Indemnification Form on new accounts, as needed.
5. Facilitate banking relations with the District's Depository and Trustee.
6. Prepare all other financial reports and ensure accuracy of the data contained in financial reports, as required by applicable law and accounting standards, and bond trust indenture requirements.
7. Account for assets constructed by or donated to the District for maintenance.
8. On or before October 1st of every year prepare an annual inventory of all District-owned tangible personal property and equipment in accordance with all applicable rules and standards.
9. Provide audit support to auditors for the required annual audit, as follows:
  - A. Review statutory and bond indenture requirements.
  - B. Prepare Audit Confirmation Letters for independent verification of activities.
  - C. Prepare all supporting accounting reports and documents as requested by the auditors.
  - D. Respond to auditor questions.
  - E. Review and edit draft report.
  - F. Prepare year-end adjusting journal entries as required.
10. Provide for transmission of the audit to all authorities having jurisdiction, as required by law.
11. Provide and file the Annual Financial Report, Bond Financing Reporting, and Financial Audit Report on or before the filing deadline(s) each year.
12. Regularly audit (review) District finances and provide findings to the Board of Supervisors, which presentations shall include descriptions of interest earnings, account transfers, and related financial activity.
13. Present Treasurer reports to the Board of Supervisors, which reports shall include bank balances and sufficient detail as directed by the Board of Supervisors.
14. Upon request, provide review access to Board of Supervisors of all files, accounting records, and relevant operational data.

**ii. Budgeting:**

1. Responsibly prepare the budget and backup material for and present the budget at all budget meetings, public hearings, and workshops. The budget is to be prepared in accordance with state law standards and requirements and shall be consistent with applicable Government Finance Officers Association ("GFOA") and Governmental Accounting Standards Board ("GASB") standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments. The Board of Supervisors shall have view access to all documents supporting each line item within the budget.

2. File all required documentation to the Department of Revenue, Auditor General, St. Johns County, and all other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget-related public hearings and workshops.
4. Prepare all budget amendments on an ongoing basis as needed and additionally when requested by the Board.
5. Assist the Board in and during the process to retain an auditor and cooperate and assist in the performance of the audit by the District's independent auditor.

**iii. Accounts Payable/Receivable:**

1. Administer the processing, review and approval, and payment of all invoices and purchase orders.
2. Ensure timely payment of vendor invoices and purchase orders.
3. Manage vendor information per W-9 reports.
4. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
5. Maintain checking accounts with qualified public depository, including reconciliation to reported bank statements for all accounts and funds.
6. Prepare year-end 1099 Forms for vendor payments, as applicable, and file reports with the IRS, as applicable.
7. Ensure monthly Vendor Payment Report (i.e., O&M Expenditures) reflects the current month and is never in arrears.
8. Provide monthly running balance report that ties back to monthly balance sheet and transaction history.

**iv. Capital Program Administration:**

1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process construction requisitions, including:
  - A. Vendor Contract completion status; and
  - B. Verify Change Orders for materials; and
  - C. Check for duplicate submittals; and
  - D. Verify allowable expenses per Bond Indenture agreements such as Contract Assignment, Acquisition Agreement, Project Construction and Completion Agreement, as applicable.
3. Oversee and implement bond issuance related compliance, including but not limited to: coordination of annual arbitrage report, transmittal of annual audit and budget to the Trustee, transmittal of annual audit and other information to dissemination agent (if other than District Manager) or directly to bondholders as required by Continuing Disclosure Agreements, and annual and/or quarterly disclosure reporting and updates.
4. Provide asset tracking for improvements to be transferred and their value for removal from the District's Schedule of Property Ownership.



5. Provide for appropriate bid and/or proposal or qualifications processes for construction projects.
6. Perform internal evaluations of bond funds and adequately respond to Board questions.

**v. Purchasing:**

1. Assist the Board in selection of vendors as needed for services, goods, supplies, and materials.
2. Obtain pricing proposals as needed and in accordance with District rules and Florida law.
3. Prepare RFPs for administrative services, as needed, such as audit services, legal services, and engineering services.
4. Prepare and process requisitions for capital expenses, in coordination with the District's Engineer.
5. Ensure best price for the value when procuring products, materials, services, and labor by obtaining a minimum of three (3) competitive quotes where practicable, maintaining detailed documentation of all procurement decisions, and adhering to the District's procurement policies and procedures.

**vi. Risk Management:**

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District's Engineer and District Counsel, of the appropriate amount and type of insurance.
3. Procure all necessary insurance for the District at competitive market rates, subject to Board approval, and maintain documentation of all insurance procurement efforts.
4. Process and assist in the investigation of insurance claims, in coordination with the District's legal counsel.
5. Review insurance policies and coverage amounts of District vendors.
6. Provide an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
7. Maintain and monitor Certificates of Insurance for all service and contract vendors.
8. Investigate eligibility for and prepare application(s) for FEMA grants and other available funding when available, as needed.

**b. Financial and Revenue Collection**

**i. Administer Prepayment Collection:**

1. Provide payoff information and prepayment amounts upon request of property owners. A reasonable administrative fee may be charged for this service.
2. Monitor, collect, and maintain records of prepayment of assessments.

3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports for investment bankers, bondholders, and reporting agencies.

**ii. Administer Assessment Roll Process:**

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties, or other assessable lands.
4. Convert final assessment roll to St. Johns County Property Appraiser or Tax Collector format and remit to St. Johns County.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to St. Johns County.

**iii. Administer Assessments for Off Tax Roll parcels/lots:**

1. Maintain and update a current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
3. Monitor collection of direct invoices and prepare and send delinquent/collection notices, as necessary.

**iv. True-Up Analysis:**

1. Annually compare current platted and unplatted lots to original development plan to ensure adequate collection of assessment revenue, as necessary.
2. Prepare true-up calculations and invoice property owners for true-up payments, as necessary.

**c. Additional Services**

**i. Financial Reports:**

1. Modifications and Certification of Special Assessment Allocation Report.
2. True-Up Analysis:
  - A. When modifications are made to a Special Assessment Allocation Report, the District Manager shall conduct a review of the current platted and unplatted lots compared to the original development plan may be required to ensure adequate collection of assessment revenue.
  - B. When true-up calculations are required pursuant to the Special Assessment Allocation Report or applicable bond documents, the

District Manager shall prepare true-up calculations and coordinate with the District's assessment consultant to invoice property owners for true-up payments in accordance with Chapter 170, Florida Statutes.

3. Refinancing analysis.

ii. **Bond Issuance Services:**

1. Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
2. Prepare Master and/or Preliminary Special Assessment Allocation Report and present to District board and staff as needed.
3. Prepare or provide signatures on all closing documents, certificates, or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

iii. **Bond Validation Services:**

1. Prepare Bond Validation Report determining the “not-to-exceed” par amount of bonds to be issued by the District and present to Board as part of the Bond Resolution.
2. Provide expert testimony at bond validation hearing in Court having jurisdiction.

iv. Services related to amendment to District boundaries, as needed.

v. Preparation of Grant Applications, as needed.

vi. Services as Escrow Agent, as needed.

d. **Additional Services Provided to Third Parties**

i. **Issue Estoppel Letters as Needed for Property Transfers:**

1. Prepare estoppel letter(s) reflecting current District assessment information as required for sale or transfer of residential or commercial property within the District, upon request.
2. Issue lien releases for properties which prepay within the District.

ii. **Bond Prepayment Processing:**

1. Collect bond prepayments, both short term and long-term bonds, verify amounts, and remit to Trustee with deposit instructions.
2. Maintain collection log showing all parcels that have prepaid assessments.
3. Prepare, execute, and issue release of lien to be recorded in public records.

#### **4. ALTERNATIVE SCOPE OF SERVICES – LIST OF RESPONSIBILITIES**

To assist proposers in providing alternative staffing arrangements to those contained within Part 3 herein, the District has listed below all required responsibilities to ensure compliance with Chapter 190, *Florida Statutes*. Any alternative staffing arrangement must demonstrate adequate coverage of all listed responsibilities and comply with all applicable laws and regulations. The goal is to provide a full list of responsibilities such that they can be sourced under the heading/person/position description you think works best as an alternative. As set forth in the RFP documents, the District encourages alternative proposal structures for positions and staffing. If responding with an alternative proposal, please provide sufficient detail and information on positions and costs such that the District can make a full evaluation of the proposer's alternative plan.

Below is a list of responsibilities in no particular order:

- Attend and conduct all regularly scheduled and special Board of Supervisors meetings, landowners' meetings, continued meetings, hearings, and workshops in compliance with Chapter 190, Florida Statutes, and Chapter 286, Florida Statutes (Florida's Sunshine Law). Arrange for time, location, and all other necessary logistics for such meetings, hearings, etc., including broadcasting public meetings via conference call, Zoom, or other communications technology to allow virtual attendance by Board members, District staff, and residents, ensuring all such virtual meetings comply with Florida's public meeting requirements and provide appropriate public access.
- Monitor and document the performance of the District's vendors and service providers, maintain records of performance reviews, and ensure that all contractual requirements are met and identify any cost-saving measures. The District manager will be responsible for the comprehensive management, operation, and maintenance of the District's amenity facilities and common areas, including but not limited to the following:
  - Oversight of all employees, amenity-related independent contractors, and licensees of the District.
  - Aid in the development of the amenity and capital reserve portion of the budgets related to the District's amenities.
  - Coordinate necessary insurance, waivers, agreements, and other documentation through District staff to ensure all District-related activities are appropriately and legally documented to protect the District from additional liability exposure, ensuring all such waivers and agreements comply with Florida law regarding governmental immunity under Section 768.28, Florida Statutes, and do not waive the District's sovereign immunity beyond statutory limits.
  - Act as a liaison between District staff and the Board of Supervisors.
  - Resolve and take ownership of any facility-related issues that may arise; promptly communicate in writing to the Board and appropriate parties any issues that may require additional resources or which are beyond the Contractor's expertise, including estimated costs and recommended solutions.
  - Ensure all contractual obligations to the community are fulfilled with excellence; monitor vendor performance and communicate when standards are not being met.
  - Maintain timely communication with District staff, the Board of Supervisors, and

- support staff.
  - Provide timely communication with residents as it relates to concerns and/or requests.
  - Support and hold accountable all District staff to exceptional standards of service in their areas of responsibility; provide direction and support to said staff.
  - Review lifeguard staffing recommendations and propose ways to increase evening and off-season pool/amenity access for residents.
- Ensure compliance with all statutes affecting the District, including but not limited to:
  - Certify Special District Update Form, as required each year.
  - Assign and provide a Records Management Liaison Officer for reporting to the Division of Library and Information Services.
  - Assign and provide contact person for the State Commission of Ethics for Financial Disclosure and other necessary coordination.
  - Provide Form 1 Financial Disclosure filing information and/or documents to District Supervisors.
  - Provide Form 1F Financial Disclosure filing information and/or documents for Supervisors whose terms end during District Manager's tenure, whether through term expiration or resignation.
  - Monitor and provide Form 8B Memorandum of Voting Conflict to District Supervisors, as may be required from time to time.
  - Monitor and provide updates to District organizational documents, including the Notice of Establishment, to authorities requesting and having jurisdiction.
  - Maintain Disclosure of Public Financing and file with Department of Commerce.
  - Provide a proposed budget for Board approval on or before June 15 of each fiscal year.
  - Provide a copy of the approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
  - Provide written notice to property owners of public hearing on the budget and its related assessments.
  - Provide a copy of the initial Public Facilities report to the County as required by law and provide a copy of an annual notice of any changes to the Public Facilities report to the County if changes are made, at a minimum every seven (7) years after initial submission.
  - File the name and location of the Registered Agent and Registered Office location each year with all authorities having jurisdiction.
  - Provide for publication and submission of the regular meeting schedule of the Board to the County and in a newspaper of general circulation in the area of the District, as required by Florida Statutes.
  - Provide District map and updates, as provided by the District's Engineer, as needed to authorities requesting such information and having jurisdiction.
  - Provide legal description and District boundary map, as provided by the District's Engineer, as needed to the Supervisor of Elections.
  - File request letter with the Supervisor of Elections of the County for the number of registered voters as of April 15 of each year.
  - Provide public records announcement and file document of registered voter data each June.
  - Update Supervisor names, officer positions, and contact information to the State Commission on Ethics annually or otherwise as required.

- Certify and file the Form DR-421 Certification for Taxing Authorities that Do Not Levy Ad Valorem Taxes with the Department of Revenue on or before November 1 each year.
  - Provide the appropriate advertisement templates, required language, and services in order to effectuate proper notice of all public meetings of the Board in accordance with the applicable Florida Statutes, including but not limited to notices of public hearings on assessments; the annual budget; establishment of rates, fees, or charges; rulemaking; uniform method of collection; and all other required notices of meetings, hearings, and workshops.
  - Provide instruction to property owners regarding the general election process and forms.
  - Respond to bondholder's requests for information in a timely manner.
  - Implement the policies established and adopted by the Board in connection with the operations of the District.
- Provide robust communication strategy, channels, and forms, etc. for District residents to contact the District Manager, including electronic communications, e-blasts, and community mailings, etc.
  - Coordinate with other District staff, including the amenity management, field management, maintenance, and food and beverage management providers.
  - Assist in the negotiation and oversight of contracts, as directed by the Board of Supervisors, with cost-saving opportunities to be actively identified.
  - Advise the Board on the status of negotiations, as well as contract provisions and their impacts on the District and provide contract administration services.
  - Prepare and provide a monthly report of all contracts with start and expiration dates to allow for quick review of status.
  - Make recommendations on contract approval, rejection, amendment, renewal, and cancellation in advance of expiration of contracts.
  - Advise the Board of any need for renewal or additional procurement activities and implement same.
  - Monitor certificates of insurance as needed per contracts.
  - Answer project status inquiries from bonding companies, as required.
  - Staff an office location to process and respond to written, telephone, and/or e-mail inquiries from the public.
  - Perform periodic performance assessments of District staff, vendors, etc., as requested by the Board.
  - Proactively mitigate and manage risk and impact of management and staff turnover, including maintaining detailed documentation of all operational procedures, vendor relationships, and ongoing projects to ensure continuity of operations.
  - Implement and utilize effective workflow management tools for prioritization and tracking vendor projects, tasks, and activities.
  - Provide training sessions, seminars, and educational materials for Board of Supervisors.
  - Collaborate with staff to evaluate and implement policy direction and ideas—such as beer/wine/food licensing, night swimming, and related insurance requirements. Seek ways to support implementation rather than create barriers.
  - Spend sufficient time onsite to fully understand District operations, challenges, and

opportunities. This is essential to provide meaningful solutions and thoughtful recommendations to the Board.

- Prepare agendas for transmittal to the Board, District staff, and residents no fewer than seven (7) days prior to Board meetings.
- Prepare meeting materials for other meetings, public hearings, etc., as needed.
- Provide accurate minutes for all meetings, workshops, and hearings of the Board within seven (7) days following each meeting.
- Provide a means of remote viewing (such as Zoom) for monthly Board meetings.
- Provide means for Board Members (or to the public upon request) to receive a recorded video of the meeting.
- Implement and maintain a document management system to create and save documents and provide for the archiving of District documents in accordance with legal requirements and provide all documents to the District upon termination of services agreement in a timely manner.
- Provide a method for Board members to access the database for research and information gathering.
- Certify and file annual report to the Department of State, Division of Library and Information Services for storage and disposal of public records.
- Protect the integrity of all public records in accordance with the requirements of Florida law.
- Respond to public records requests as required by law and in compliance with the District's public records policy, as adopted, and in compliance with the District's Rules of Procedure.
- Maintain "Record of Proceedings" for the District within St. Johns County, including meeting minutes, agreements, resolutions, and other records required by law.
- Ensure all relevant financial data is up to date and accessible such that the public has full access to financially required information.
- Establish Fund Accounting System in accordance with federal and state law, Generally Accepted Accounting Principles ("GAAP"), and the Rules of the Auditor General. This includes the following:
  - Chart of Accounts; and
  - Vendor and Customer Master File; and
  - Report creation and set-up.
- Prepare and ensure the accuracy of monthly balance sheet, income statement(s) with budget to actual variances, including the following:
  - Cash Investment Account Reconciliations per fund; and
  - Balance Sheet Reconciliations per fund; and
  - Expense Variance analysis.
- Prepare and file Annual Public Depositor's Report and distribute it to Florida Department of Financial Services.
- Prepare and file Public Depositor's and Indemnification Form on new accounts, as needed.
- Facilitate banking relations with the District's Depository and Trustee.
- Prepare all other financial reports and ensure accuracy of the data contained in financial reports, as required by applicable law and accounting standards, and bond trust indenture requirements.
- Account for assets constructed by or donated to the District for maintenance.

- On or before October 1st of every year prepare an annual inventory of all District-owned tangible personal property and equipment in accordance with all applicable rules and standards.
- Provide audit support to auditors for the required annual audit, as follows:
  - Review statutory and bond indenture requirements.
  - Prepare Audit Confirmation Letters for independent verification of activities.
  - Prepare all supporting accounting reports and documents as requested by the auditors.
  - Respond to auditor questions.
  - Review and edit draft report.
  - Prepare year-end adjusting journal entries as required.
- Provide for transmission of the audit to all authorities having jurisdiction, as required by law.
- Provide and file the Annual Financial Report, Bond Financing Reporting, and Financial Audit Report on or before the filing deadline(s) each year.
- Regularly audit District finances and provide findings to the Board of Supervisors, which presentations shall include descriptions of interest earnings, account transfers, and related financial activity.
- Present Treasurer reports to the Board of Supervisors, which reports shall include bank balances and sufficient detail as directed by the Board of Supervisors.
- Upon request, provide access to Board of Supervisors of all files, accounting records, and relevant operational data.
- Responsibly prepare budget and backup material for and present the budget at all budget meetings, public hearings, and workshops. The budget is to be prepared in accordance with state law standards and requirements and shall be consistent with applicable Government Finance Officers Association (“GFOA”) and Governmental Accounting Standards Board (“GASB”) standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments. The Board of Supervisors shall have access to all documents supporting each line item within the budget.
- File all required documentation with the Department of Revenue, Auditor General, St. Johns County, and all other governmental agencies with jurisdiction.
- Prepare and cause to be published notices of all budget-related public hearings and workshops.
- Prepare all budget amendments on an ongoing basis as needed and additionally when requested by the Board.
- Assist the Board in and during the process to retain an auditor and cooperate and assist in the performance of the audit by the District’s independent auditor.
- Administer the processing, review and approval, and payment of all invoices and purchase orders.
- Ensure timely payment of vendor invoices and purchase orders.
- Manage vendor information per W-9 reports.
- Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
- Maintain checking accounts with qualified public depository, including reconciliation to reported bank statements for all accounts and funds.
- Prepare year-end 1099 Forms for vendor payments, as applicable, and file reports with the IRS, as applicable.
- Ensure monthly Vendor Payment Report (i.e., O&M Expenditures) reflects the current month



and is never in arrears.

- Provide monthly running balance report that ties back to monthly balance sheet and transaction history.
- Maintain proper capital fund and project fund accounting procedures and records.
- Process construction requisitions, including:
  - Vendor Contract completion status; and
  - Verify Change Orders for materials; and
  - Check for duplicate submittals; and
  - Verify allowable expenses per Bond Indenture agreements such as Contract Assignment, Acquisition Agreement, Project Construction and Completion Agreement, as applicable.
- Oversee and implement bond issuance-related compliance, including but not limited to: coordination of annual arbitrage report, transmittal of annual audit and budget to the Trustee, transmittal of annual audit and other information to dissemination agent (if other than District Manager) or directly to bondholders as required by Continuing Disclosure Agreements, annual and/or quarterly disclosure reporting, updates, etc.
- Provide asset tracking for improvements to be transferred and their value for removal from the District's Schedule of Property Ownership.
- Provide for appropriate bid and/or proposal or qualifications processes for construction projects.
- Conduct internal bond fund reviews as directed by the Board of Supervisors.
- Assist the Board in selecting vendors as needed for services, goods, supplies, and materials.
- Obtain pricing proposals as needed and in accordance with District rules and Florida law.
- Prepare RFPs for administrative services, as needed, such as audit services, legal services, and engineering services.
- Prepare and process requisitions for capital expenses, in coordination with the District's Engineer.
- Ensure best price for the value when shopping for products, materials, services, labor, etc. with comparison evidence.
- Prepare, implement, and maintain comprehensive risk management policies and procedures in accordance with Florida law and industry best practices, subject to Board approval.
- Recommend and advise the Board, in consultation with the District's Engineer and counsel, of the appropriate amount and type of insurance.
- Procure all necessary insurance for the District.
- Process and assist in the investigation of insurance claims, in coordination with the District's legal counsel.
- Review insurance policies and coverage amounts of District vendors.
- Provide an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
- Maintain and monitor Certificates of Insurance for all service and contract vendors.
- Investigate eligibility and prepare application(s) for FEMA grants and other available funding when available, as needed.
- Administer Prepayment Collection:
  - Provide payoff information and prepayment amounts upon request of property owners within five (5) business days. A reasonable administrative fee, as approved by the

- Board, may be charged for this service.
  - Monitor, collect, and maintain records of pre-payment of assessments.
  - Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
  - Prepare periodic continuing disclosure reports to investment bankers, bondholders, and reporting agencies.
- Administer Assessment Roll Process:
  - Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
  - Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
  - Verify assessments on platted lots, commercial properties, or other assessable lands.
  - Convert final assessment roll to St. Johns County Property Appraiser or Tax Collector format and remit to St. Johns County.
  - Execute and issue Certificate of Non-Ad Valorem Assessments to St. Johns County.
- Administer Assessments for Off Tax Roll parcels/lots:
  - Maintain and update current list of owners of property not assessed via the tax roll.
  - Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
  - Monitor collection of direct invoices and prepare and send delinquent/collection notices, as necessary.
- Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue, as necessary.
- Prepare true-up calculations and invoice property owners for true-up payments, as necessary.
- Meetings: The Contractor or the Contractor's designee is expected to attend all meetings, public hearings, and workshops of the Board of Supervisors, which may include attendance at the following meetings:
  - Continued meetings; and
  - Special meetings (in addition to regular meetings).
- Modifications and Certification of Special Assessment Allocation Report.
- True-Up Analysis:
  - Should certain modifications be made to a Special Assessment Allocation Report, a review of the current platted and un-platted lots compared to the original development plan may be required to ensure adequate collection of assessment revenue.
  - Should it be required, prepare true-up calculations and invoice property owners for true-up payments.
- Refinancing analysis.
- Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
- Prepare Master and/or Preliminary Special Assessment Allocation Report and present to District board and staff as needed.
- Prepare or provide signatures on all closing documents, certificates, or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.
- Prepare Bond Validation Report determining the "not-to-exceed" par amount of bonds to be issued by the District and present to Board as part of the Bond Resolution.

- Provide expert testimony at bond validation hearing in Court having jurisdiction.
- Services related to amendment to District boundaries, as needed.
- Preparation of Grant Applications, as needed.
- Services as Escrow Agent, as needed.
- Issue Estoppel Letters as Needed for Property Transfers
  - Prepare estoppel letter(s) reflecting current District assessment information as required for sale or transfer of residential or commercial property within the District, upon request.
  - Issue lien releases for properties which prepay within the District.
- Collect bond prepayments, both short term and long-term bonds, verify amounts, and remit to Trustee with deposit instructions.
- Maintain collection log showing all parcels that have prepaid assessments.
- Prepare, execute, and issue release of lien to be recorded in public records.

## 5. **PROPOSAL FORMS**

*[Begins on following page.]*

**OFFICIAL PROPOSAL FORM**  
**PART I – GENERAL INFORMATION**

- *Proposer General Information:*

Proposer Name \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Parent Company Name (if any) \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

- *Company Standing:*

Proposer's Corporate Form: \_\_\_\_\_  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? \_\_\_\_\_ Date \_\_\_\_\_

Is the Proposer in good standing with that State? Yes \_\_\_ No \_\_\_

If no, please explain \_\_\_\_\_

\_\_\_\_\_

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes \_\_\_ No \_\_\_

If no, please explain \_\_\_\_\_

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- *What are the Proposer's current insurance limits? (Note: Minimum required limits are \$1,000,000 General Liability per occurrence/\$2,000,000 aggregate, \$1,000,000 Automobile Liability, statutory Workers Compensation with Employer's Liability limits of \$1,000,000, \$2,000,000 Professional Liability, and \$1,000,000 Commercial Crime/Fidelity Insurance or a fidelity bond or comparable product in the same amount. All policy limits apply exclusively to Trout Creek Community Development District and must not be commingled with coverage for other entities managed by the Proposers.)*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Professional Liability	\$ _____
Commercial Crime	\$ _____
Policy Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses (including any required professional licenses, certifications for pool operations, pesticide applications, etc.), and state whether such licenses are presently in good standing. If the Proposer does not currently hold all required licenses but will obtain them prior to contract execution, please provide a timeline for obtaining such licenses:

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**OFFICIAL PROPOSAL FORM**  
**PART II – PERSONNEL**

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel and attach resumes for any Supervisory Personnel listed.*
- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes \_\_\_ No \_\_\_ For each subcontractor, please provide the following information (attach additional sheets if necessary). Note: All subcontractors must meet the same insurance, licensing, and background screening requirements as the Proposer. Proposer shall remain fully responsible and liable for all acts and omissions of its subcontractors. No subcontractor may be substituted or added without prior written approval of the District:*

Subcontractor Name \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Proposed Duties / Responsibilities: \_\_\_\_\_

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Proposer's Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *Security Measures - Please describe any background checks (including Level 2 background screening under Chapter 435, Florida Statutes), drug tests or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project. Proposer shall provide proof of such security measures to the extent permitted by law, and Proposer represents and warrants that all personnel who will be involved with this project have successfully completed all required background screenings and security measures prior to commencing work:*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- .



## OFFICERS

PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL  
WHO WILL BE INVOLVED WITH THE WORK**  
**\*\*NOTE: ATTACH RESUMES OF INDIVIDUALS LISTED BELOW\*\***

PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

**PROPOSAL FORM**  
**PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district or master planned residential community previously? Yes \_\_\_ No \_\_\_ If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *Within the last five (5) years, has the Proposer provided a full range of district management and/or amenity services for at least three (3) community development districts established under Chapter 190, Florida Statutes? Please note that references will be verified. Yes \_\_\_ No \_\_\_ If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *List the Proposer's total annual dollar value of district management services completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2022 = \_\_\_\_\_

2023 = \_\_\_\_\_

2024 = \_\_\_\_\_

- *List the Proposer's total annual dollar value of amenity center management and grounds maintenance management completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2022 = \_\_\_\_\_

2023 = \_\_\_\_\_

2024 = \_\_\_\_\_

- *Please provide the following information for each project that is similar to this project, and that you are currently undertaking, or have undertaken, in the past five (5) years. Attach additional sheets if necessary.*

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Your Company's Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List of subcontractors used: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is this a current contract? Yes \_\_\_\_ No \_\_\_\_

Duration of contract: \_\_\_\_\_

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated for cause from any district management, amenity center management and/or grounds maintenance management contract within the past 3 years? Yes \_\_\_\_ No \_\_\_\_ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

Reason for Termination: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five (5) years? Yes \_\_\_\_ No \_\_\_\_*

If yes, please describe each violation, fine, and resolution \_\_\_\_\_

\_\_\_\_\_

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five (5) years? Yes \_\_\_\_ No \_\_\_\_

If yes, please describe each incident \_\_\_\_\_

\_\_\_\_\_

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts? Yes \_\_\_\_ No \_\_\_\_ If yes, please provide:*

The names of the entities \_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_

The period(s) of debarment or suspension \_\_\_\_\_

Also, please explain the basis for any bar or suspension:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

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**OFFICIAL PROPOSAL FORM**  
**PART IV – PRICING**

**In the below blanks (next page), please provide detailed pricing information for the services described in the Project Manual, briefly summarized here for ease of reference. All prices should be provided on an annual basis and should include all costs, fees, and expenses:**

**Minimum Required Services**

The District requests pricing for the following services:

- Management Services, including at a minimum conducting Board meetings, overall administration of District functions, implementing policy as directed by the Board, ensuring compliance with all statutes (including Chapter 190, *Florida Statutes*), laws, regulations, and rules affecting the District, administration and completion of all required state and local filings and notices (including those required by the terms of the District's bonds), managing District contracts, coordinating and providing contract administration for services provided to the District by outside vendors, obtaining proposals or bids for District services as needed in compliance with applicable procurement laws, advising the Board regarding matters affecting the District, responding in a timely fashion to inquiries from the Board, District staff, and members of the public, and maintaining appropriate insurance coverage.
- Administrative Services, including at a minimum recording and preparing meeting minutes, records retention and maintenance in accordance with Chapter 119, *Florida Statutes*, and the District's adopted Rules of Procedure, responding to public records requests as needed, and preparation and delivery of agendas.
- Accounting Services, including at a minimum preparation and timely delivery of the District's financial statements in accordance with Governmental Accounting Standards, timely administration of accounts payable and accounts receivable functions, asset tracking, investment tracking, preparation of the annual budget, purchasing and risk management administration, capital program administration and requisition processing, filing of reports and disclosures required by the State of Florida and the terms of the District's bonds, and monitoring of trust account activity.
- Financial/Assessment Services and Revenue Collection, including at a minimum all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing, analyzing true-up obligations, and responding to property owner questions regarding District assessments.
- Dissemination Agent Services, including performing the duties of and acting as the District's Dissemination Agent as set forth in the applicable Continuing Disclosure Agreement(s).
- Field Management Services, including at a minimum oversight (contract administration) of onsite landscape maintenance contractor(s) and other service contractors and compliance with the District's contracts with one or more of the same, attendance at Board meetings, notification to vendor(s) of deficiencies in conjunction with onsite staff, assistance with development of RFPs and the annual budget, and advising of any maintenance needs for the District facilities and procuring proposals for repair or additional service when needed.
- Amenity Management Services, including at a minimum oversight (contract administration) of the District's recreation facilities, monitoring the use and condition of the facility, responding to and reporting rules violations with support of onsite staff, and attempting to resolve issues on behalf of the residents with onsite staff, as appropriate.



## OFFICIAL PROPOSAL FORM

### PART IV – PRICING

Please provide detailed annual pricing information for the services described below. All prices shall remain firm for the entire three (3) year term with no escalations or adjustments permitted except as may be required by law or extraordinary circumstances beyond the contractor's control. Pricing must be all-inclusive with no additional fees, expenses or charges allowed:

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#### Management Services

(Including conducting Board meetings, administration, policy implementation, statutory compliance, filings and notices, contract management, proposal coordination, Board advisement, public inquiry responses)

Year 1 Annual Fee: \$ \_\_\_\_\_

Year 2 Annual Fee: \$ \_\_\_\_\_

Year 3 Annual Fee: \$ \_\_\_\_\_

Additional Comments:

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#### Administrative Services

(Including meeting minutes preparation, records retention per Chapter 119 F.S., public records requests handling, agenda preparation and delivery)

Year 1 Annual Fee: \$ \_\_\_\_\_

Year 2 Annual Fee: \$ \_\_\_\_\_

Year 3 Annual Fee: \$ \_\_\_\_\_

Additional Comments:

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#### Accounting Services

(Including financial statements preparation, accounts payable/receivable, asset and investment tracking, annual budgeting, purchasing/risk management, capital administration, state and bond-related filings, trust account monitoring)

Year 1 Annual Fee: \$ \_\_\_\_\_

Year 2 Annual Fee: \$ \_\_\_\_\_

Year 3 Annual Fee: \$ \_\_\_\_\_

Additional Comments:

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#### Financial/Assessment Services and Revenue Collection

(Including assessment billing and collection, assessment roll certification, direct billing, true-up analysis, property owner inquiries)

Year 1 Annual Fee: \$ \_\_\_\_\_

Year 2 Annual Fee: \$ \_\_\_\_\_

Year 3 Annual Fee: \$ \_\_\_\_\_

Additional Comments:

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#### Dissemination Agent Services

(Performing Continuing Disclosure Agreement obligations and acting as Dissemination Agent)

Year 1 Annual Fee: \$ \_\_\_\_\_

Year 2 Annual Fee: \$ \_\_\_\_\_

Year 3 Annual Fee: \$ \_\_\_\_\_

Additional Comments:

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**Total Annual Fee (All Services Combined if bidding thereon):**

Year 1: \$ \_\_\_\_\_

Year 2: \$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**If you are offering an alternative service, please provide three years of pricing and detailed scope of services on such alternative in separate forms when submitting your bid. The District reserves the right to accept or reject any alternative service proposals in its sole discretion, and submission of alternative proposals does not waive the requirement to submit pricing for the services specified in this RFP.**

**AFFIDAVIT FOR INDIVIDUAL**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal and/or terminating any resulting contract, in addition to any other legal remedies available under Florida law.

\_\_\_\_\_  
(Proposer must also sign here)

Sworn to before me by means of ☐ physical presence or ☐ online notarization  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, who is ☐ personally  
known to me or ☐ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public / Expiration Date:

(SEAL)

## AFFIDAVIT FOR PARTNERSHIP

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_, is a member of the firm of \_\_\_\_\_,  
being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as  
of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent  
statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer  
to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Signature of a General Partner is Required)

Sworn to before me by means of ☐ physical presence or ☐ online notarization  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, who is ☐ personally  
known to me or ☐ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public / Expiration Date:

(SEAL)

**AFFIDAVIT FOR CORPORATION**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_  
(title) \_\_\_\_\_  
of the \_\_\_\_\_,  
(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me by means of ☐ physical presence or ☐ online notarization  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, who is ☐ personally  
known to me or ☐ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public / Expiration Date:

(SEAL)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Trout Creek Community Development District  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)
- whose business address is
- \_\_\_\_\_
- \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

\_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- \_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE CONTINUING RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY, PRIOR TO AND DURING THE CONTRACT TERM, THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

*[Signature page follows.]*

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CURRENT YEAR. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(signature)

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_.

\_\_\_\_\_  
(Official Notary Signature & Seal)

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

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_



**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
AFFIDAVIT OF NON-COLLUSION**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a \_\_\_\_\_ (officer or principal) in the firm of \_\_\_\_\_ and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Signature by authorized representative of Proposer

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE SCRUTINIZED  
COMPANIES WITH ACTIVITIES IN THE IRAN TERRORISM SECTORS LIST, OR THE  
SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Trout Creek Community Development District  
  
by \_\_\_\_\_  
(print individual's name and title)  
  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)  
  
whose business address is \_\_\_\_\_

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725 and 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on actual knowledge and after reasonable due diligence, at the time the entity submitting this sworn statement submits its proposal to the Trout Creek Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List.
4. If awarded the Contract, the entity will immediately notify the Trout Creek Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List.

\_\_\_\_\_  
Signature by authorized representative of Proposer

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online  
notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, [name] \_\_\_\_\_, as [position] \_\_\_\_\_, on behalf of [company] \_\_\_\_\_ (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

**COMPANY:** \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

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

SWORN TO AND SUBSCRIBED before me ☐ physical presence or ☐ remote notarization by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_ who is ☐ personally known to me or ☐ who produced \_\_\_\_\_ as identification this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(Notary Seal)

\_\_\_\_\_  
Notary Public

**6. FORM OF CONTRACT(S)**

*[Begins on following page.]*

**NOTE TO PROPOSERS:** The form of agreement below includes the core terms required by the District. Given the flexible nature of this RFP, certain terms governing the scope, compensation, and other details are omitted. However, the Proposer chosen for the service(s) described in the Project Manual should expect to contract under the following terms:

## **AGREEMENT FOR DISTRICT MANAGEMENT SERVICES**

This Agreement (“**Agreement**”) dated \_\_\_\_\_, by and between

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida whose mailing address is c/o \_\_\_\_\_ (“**District**”); and

[**CONTRACTOR**], a \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (“**Manager**” together with District, “**Parties**”).

The services to be provided under this Agreement shall commence at 12:01 AM ET on January 1, 2026 (“**Effective Date**”).

### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“**Act**”), by ordinance adopted in St. Johns County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District desires to enter into an agreement with Manager to provide district management services all as further set forth in **Exhibit A** attached hereto (“**Services**” or “**District Management Services**”) and Manager has agreed to provide such Services; and

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

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

**SECTION 2. SCOPE OF SERVICES.** Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

### SECTION 3. FEES AND TERMS OF SERVICES; TERM.

A. All Services will be completed on a timely basis in accordance with the District needs and statutory requirements.

B. The District agrees to compensate the Manager in accordance with the Schedule of Fees set forth in **Exhibit B**, attached hereto and incorporated by reference herein. Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the annual budget (“**Annual Budget**”) approved by the Board of Supervisors of the District (“**Board**”). All invoices are due and payable within thirty (30) days of receipt.

C. The initial term of this Agreement commences on Effective Date, and continues until September 30, 2026, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter this Agreement shall automatically renew each Fiscal Year (i.e., October 1 to September 30<sup>th</sup> of the following year) of the District, unless otherwise terminated by either Party in accordance with Section 6 below. The District may consider price adjustments each twelve (12) month period based on documented changes in the Consumer Price Index (CPI) or other objective economic indicators and the planned workload of the District to be performed during the next twelve (12) month period. Any price or fee adjustments must be approved by the Board in its adopted or amended Annual Budget or written proposal presented to the Board.

### SECTION 4. INDEMNIFICATION.

A. Manager Indemnification. The Manager agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Manager, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Manager to indemnify the District for the District’s own negligence, actions, or omissions. Manager shall indemnify the District only for claims arising out of or relating to Manager's negligence, actions, or omissions in the performance of Services under this Agreement.

B. District Indemnification. To the extent permitted by law and subject to the limitations of Section 768.28, *Florida Statutes*, the District agrees to be responsible for its own negligent or intentionally wrongful acts or omissions. The District does not waive sovereign immunity or agree to indemnify Manager beyond the statutory limits set forth in Section 768.28, Florida Statutes (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes and only to the amount of insurance coverage held by the District for such indemnification). District will not indemnify Manager for Manager’s conduct, breach, negligence, omissions, actions or inactions. The indemnification provided for herein shall not be deemed

exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

C. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 5. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 6. TERMINATION.**

A. This Agreement may be terminated as follows: (1) By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance, material breach or dereliction of duties by the Manager which termination may be immediate upon written notice; or (2) By the Manager or District, without cause, upon ninety (90) days written notice to the other Party.

B. Upon any termination of this Agreement: (1) the Manager shall be entitled to payment for all Services properly rendered up until the effective termination of this Agreement, subject to whatever claims, damages, or off-sets the District may have against the Manager; and (2) the Manager shall provide for an orderly transfer of all books, records, files, documents, data, and other materials of the District to the District or its designee within fifteen (15) days of the effective date of termination. Manager shall provide reasonable transition assistance to ensure continuity of district management services.

**SECTION 7. SUCCESSORS; ASSIGNMENT.** The rights and obligations of the District as defined by this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. Neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 8. NOTICES.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt to the Parties as follows:

A. **If to District:** Trout Creek Community Development District  
c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a copy to:** Kilinski | Van Wyk PLLC

517 East College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel  
[jennifer@cddlattorneys.com](mailto:jennifer@cddlattorneys.com)

**B. If to Manager:** [CONTRACTOR]

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**SECTION 9. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

**SECTION 10. E-VERIFY REQUIREMENTS.** The Manager, on behalf of itself and its subcontractors, hereby warrants and represents that it is in compliance with all federal immigration laws and regulations applicable to their employees and shall maintain such compliance throughout the term of this Agreement. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION 11. SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.



**SECTION 12. AMENDMENTS.** Any amendment or change to this Agreement shall be in writing and executed by all Parties.

**SECTION 13. ACKNOWLEDGEMENT.** The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

**SECTION 14. ENTIRE AGREEMENT.** The Agreement shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of the Agreement. To the extent any of the provisions of the exhibits are in conflict with the provisions of the Agreement, this Agreement controls.

**SECTION 15. INSURANCE.** The Manager shall, at its own expense, maintain insurance during the performance of the Services with limits of liability not less than the following, the certificate of which is attached as **Exhibit C**:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	
<i>Per Occurrence</i>	\$1,000,000
<i>Aggregate</i>	\$2,000,000
<i>Property Damage (including contractual)</i>	
<i>Per Occurrence</i>	\$1,000,000
<i>Aggregate</i>	\$2,000,000
Commercial Crime/Fidelity Insurance*	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable) **	\$1,000,000

*Bodily Injury and Property Damage  
Covering owned, non-owned, and hired  
vehicles*

*\*Manager may provide a fidelity bond or a  
comparable product in at least the amount  
of one million dollars (\$1,000,000) and that  
names the District as an additional insured  
to satisfy this requirement.*

*\*\*Automobile liability insurance is required  
if the Manager will use any vehicles on-site,  
including owned, non-owned, and hired  
vehicles.*

Except with respect to Professional Liability and Workers' Compensation insurance policies, the District, its staff, consultants, officers and supervisors shall be named as additional insureds, on a primary and non-contributory basis, on each insurance policy described above. The Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from an insurance carrier licensed to conduct business in the State of Florida and rated A- or better by A.M. Best Company.

**SECTION 16. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Manager acknowledges that the designated public records custodian for the District is [CUSTODIAN] ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats:

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PHONE], [EMAIL], OR [ADDRESS].**

**SECTION 17. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 19. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 20. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 21. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** If applicable, the Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 22. SCRUTINIZED COMPANIES STATEMENT.** Manager certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Manager is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Agreement.

**SECTION 23. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Manager shall execute an affidavit, attached hereto as **Exhibit D** and incorporated herein, in compliance with Section 787.06(13), *Florida Statutes*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the Effective Date.

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Chairperson/Vice Chairperson,  
Board of Supervisors

**[CONTRACTOR]**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance
- Exhibit D:** Anti-Human Trafficking Affidavit
- Exhibit E:** District Management Proposal

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**Addendum No. 1**  
**Request for Proposals for District Management Services and/or Financial Compliance and**  
**Accounting Support Services**

Date: November 25, 2025

To: Prospective Proposers

This First Addendum (“Addendum”) to the Request for Proposals for District Management Services and/or Financial Compliance and Accounting Support Services (“**RFP**”) clarifies the requirements of in-person appearance and requests Proposers to provide a per-meeting appearance fee. This Addendum is hereby incorporated into and made a part of the RFP. In the event of any conflict between the terms of this Addendum and the original RFP, the terms of this Addendum shall control.

**A. Section 3.I.a.i. is amended as follows:**

Attend and conduct all regularly scheduled and special Board of Supervisors meetings, continued meetings, hearings, and workshops. This includes in-person attendance for at least twelve (12) regularly scheduled Board of Supervisors meetings and twelve (12) Board of Supervisors workshops per fiscal year. Arrange for time, location, and all other necessary logistics for such meetings, hearings, and workshops, including broadcasting public meetings via conference call, Zoom, or other communications technology to allow virtual attendance by Board members, District staff, and residents, provided that such virtual attendance complies with all applicable legal requirements for public meetings.

**B. The first bullet point under Section 4 Alternative Scope of Services – List of Responsibilities is amended as follows:**

Attend and conduct all regularly scheduled and special Board of Supervisors meetings, continued meetings, hearings, and workshops. This includes in-person attendance for at least twelve (12) regularly scheduled Board of Supervisors meetings and twelve (12) Board of Supervisors workshops per fiscal year. Arrange for time, location, and all other necessary logistics for such meetings, hearings, and workshops, including broadcasting public meetings via conference call, Zoom, or other communications technology to allow virtual attendance by Board members, District staff, and residents.

**C. The first bullet point under Minimum Required Services under Part IV – Pricing is amended as follows:**

- Management Services, including at a minimum conducting twelve (12) Board meetings and twelve (12) workshops per fiscal year, overall administration of District functions, implementing policy as directed by the Board, ensuring compliance with all statutes (including Chapter 190, *Florida Statutes*), laws, regulations, and rules affecting the District, administration and completion of all

required state and local filings and notices (including those required by the terms of the District's bonds), managing District contracts, coordinating and providing contract administration for services provided to the District by outside vendors, obtaining proposals or bids for District services as needed in compliance with applicable procurement laws, advising the Board regarding matters affecting the District, responding in a timely fashion to inquiries from the Board, District staff, and members of the public, and maintaining appropriate insurance coverage with minimum coverage amounts to be specified in the final contract.

Please indicate on your submission if conducting twelve (12) workshops in person would pose an undue burden and if so, indicate as an alternative whether you are able to attend all workshops remotely. If applicable, please explain under "Additional Comments" on the Official Proposal Form. The District is seeking pricing assuming attendance at twelve (12) regular meetings (one annual price), twelve (12) in-person workshops (if additional compensation beyond the annual fee is required, provide the per workshop in-person cost), and twelve (12) remote workshop alternatives (if additional compensation beyond the annual fee is required, provide the per workshop remote attendance cost). Proposers must clearly indicate whether workshop attendance is included in the base annual fee or requires additional per-meeting compensation.

**D. Official Proposal Form Part IV Pricing, "Management Services" is amended as follows:**

(Including conducting twelve (12) Board meetings, conducting twelve (12) workshops, administration, policy implementation, statutory compliance, filings and notices, contract management, proposal coordination, Board advisement, public inquiry responses)

Year 1 Annual Fee: \$ \_\_\_\_\_

Year 2 Annual Fee: \$ \_\_\_\_\_

Year 3 Annual Fee: \$ \_\_\_\_\_

**Per Meeting/Workshop Appearance Fee**

(The District reserves the right to modify the meeting or workshop schedule and, at its sole discretion, require in-person attendance for meetings or workshops as directed with reasonable advance notice. Accordingly, please provide your per meeting/workshop appearance fee for meetings or workshops exceeding the base twelve (12) meetings and twelve (12) workshops included in the annual fee, or for additional in-person appearances if remote attendance was proposed.)

Per Meeting/Workshop Fee (for meetings or workshops exceeding the base twelve (12) meetings and twelve (12) workshops, or for additional in-person appearances beyond what is included in the base annual fee): \$ \_\_\_\_\_

Additional Comments/Clarifications:

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Proposers must acknowledge receipt of this Addendum by e-mail to Jennifer Kilinski at [jennifer@cddlattorneys.com](mailto:jennifer@cddlattorneys.com) and Christopher N. Loy, Jr. at [chrisl@cddlattorneys.com](mailto:chrisl@cddlattorneys.com) prior to the proposal deadline.

THESE SERVICES ARE NOT SUBJECT TO PUBLIC PROCUREMENT REQUIREMENTS. ACCORDINGLY, THE SUBMISSION OR NON-SUBMISSION OF A PROPOSAL DOES NOT CREATE ANY PROTEST RIGHTS FOR ANY INTERESTED PARTY.

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**Addendum No. 2**  
**Request for Proposals for District Management Services and/or Financial Compliance and Accounting Support Services**

Date: December 5, 2025  
To: Prospective Proposers

This Second Addendum (“**Addendum**”) to the Request for Proposals for District Management Services and/or Financial Compliance and Accounting Support Services (“**RFP**”) answers questions received after Addendum No. 1 dated November 26, 2025, was disseminated, requests proposers to answer finance-related questions, and clarifies the option for virtual appearances at District workshops. This Addendum is hereby incorporated into and made a part of the RFP. In the event of any conflict between the terms of this Addendum, Addendum No. 1, and the RFP, the terms of this Addendum shall control, provided that if there is any conflict between the terms of this Addendum and Addendum No. 1, the later dated document shall control.

Question 1: Is it the intent for District Management to be the point person/central hub and oversee operations of the District?

Overall, yes. Onsite management is the first stop for many items and the District Manager is not expected to do onsite management work. However, the District is looking for a District Manager that will offer contract administration support, provide recommendations for hours and staffing, will be familiar with onsite operations and the District as a whole, and will assist the District in negotiating with vendors and developing scope(s) of work when appropriate.

Question 2: Will there be a possibility that you may want to reduce workshops? Should our proposal anticipate 12 meetings/12 workshops going forward?

The Board has found thus far that with the number of issues facing the community, workshops assist in making for more efficient meetings. The anticipation is with time and the more significant issues resolved, the District can reduce the meeting load but for at least the next fiscal year, the proposers should assume 12 meetings and 12 workshops. A price per workshop or additional meeting is suggested via the last addendum sent to proposers.

Question 3: What is the current volume of public records?

While always subject to change, there have not been a huge volume of records requests. There are a number of records, however, and it is important for District Management to get up to speed on pending items with the District and be familiar with the location and status of records to successfully onboard. This includes understanding and making budget and financial recommendations, financial reporting, and other related duties. The Board requires a monthly financial report on all accounts, including but not limited to current balances and available funds in each account.

Question 4: Who runs the meetings?

For the last year, the Chair has run the meetings. The Board would consider District Management running the meetings or supporting the Chairperson in the conduct of efficient meetings.



Question 5: For Zoom, is audience attending and asking questions/participating or is it just to hear?  
The Board desires virtual streaming options so residents can meaningfully listen/watch and ask questions of the Board. The Board may hire another third-party contractor to moderate the public comment period virtually and post it on a platform to be determined if needed. However, the Board requests that proposers include virtual attendance capability as an option in their District Management proposals. The Board is interested to know if there is an option too to stream virtually via an app for your phone. It does not need to necessarily fall on District Management, but the Board is interested in having it as an option for pricing.

Question 6: What is the scope of onsite oversight desired?

The Board wants the District Manager to be familiar with onsite operations and provide support to onsite staff as a quality control measure, but management is not anticipated to manage onsite staff personally. The District desires a hands-on, proactive and creative manager that is invested in the community.

Question 7: Who owns the roadways within the District?

The Trout Creek Community Development District owns the roadways within the community, which includes roadways that provide access to St. Johns County schools and a large St. Johns County owned park complex that is to be constructed, along with the opportunities and challenges such improvements present to the District.

Question 8: Could I respectfully request a copy of the HOA/CDD agreements and/or cost share agreements along with any applicable current management, website and amenity contracts?  
<https://kelawgrouppllc.sharefile.com/f/foab0331-37f7-4102-8277-01da1f86ba5f>

### **Amendment to RFP**

#### **A. Official Proposal Form Part IV Pricing, "Management Services," as amended, is amended as follows:**

(Including conducting twelve (12) Board meetings, conducting twelve (12) workshops IN PERSON, administration, policy implementation, statutory compliance, filings and notices, contract management, proposal coordination, Board advisement, serving as public records custodian, and other duties customarily performed by district managers for community development districts in Florida.)

Year 1 Annual Fee: \$ \_\_\_\_\_

Year 2 Annual Fee: \$ \_\_\_\_\_

Year 3 Annual Fee: \$ \_\_\_\_\_

(Including conducting twelve (12) Board meetings, conducting twelve (12) workshops where the workshops are conducted via REMOTE option (i.e., via Teams or Zoom), administration, policy implementation, statutory compliance, filings and notices, contract management, proposal coordination, Board advisement, serving as public records custodian, and other duties customarily performed by district managers for community development districts in Florida.)

Year 1 Annual Fee: \$ \_\_\_\_\_  
Year 2 Annual Fee: \$ \_\_\_\_\_  
Year 3 Annual Fee: \$ \_\_\_\_\_

**Per Meeting/Workshop Appearance Fee**

(The District reserves the right to modify the meeting or workshop schedule and, at its sole discretion, require in-person attendance for meetings and workshops as directed with reasonable advance notice of at least ten (10) business days. Accordingly, please provide your per meeting/workshop appearance fee for both in-person and remote attendance.)

Per Meeting/Workshop Fee after 12 regular monthly meetings (please specify if there is no additional charge for workshops or extra meetings and provide a detailed explanation of your pricing structure): \$ \_\_\_\_\_

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Additional Comments/Clarifications on pricing based on the above:

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**Survey**

Please review the following questions and submit answers to the following questions along with your completed proposal. If unable to provide such answers in time to submit your proposal, please be prepared to answer the following questions during your presentation.

1. What kind of accounting system do you have, what is the software?

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2. Would you allow one or more Board members to have online view-only access to the general ledger and financial systems (i.e., invoices, journal entries, bank asset accounts, liabilities, revenue, expenses, bond information, and other financial records)?

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3. Please describe how quickly your firm can pay bills, receive income, run reports, etc.?

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4. How long do you anticipate the transition from the District's current district manager to your firm will take (if applicable)?

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5. Do you anticipate leaving all District funds in the same bank accounts or do you anticipate opening new bank and investment accounts?

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6. What monthly financial reports are routinely produced? Please provide examples of actual monthly reports that are distributed.

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7. Please describe how invoices are processed and paid. Will you work with the General Manager to do that?

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8. Do you work with Square system receipts, and other income sources?

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9. Are you able to provide a chart of accounts?

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10. Will you be ready to start the budget process with March (6 month) actuals and budget, and a projected full year forecast?

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11. Do you anticipate the need to update or change insurance for the District?

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12. Please explain how the independent audit will be undertaken for Fiscal Year ending September 30, 2025, if the District's financials are transferred to your firm beginning in 2026.

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13. How many CDDs does your company currently manage? How many are assigned to any one District Manager?

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14. How do you guide the Board of Supervisors in selecting investment options for the CDD's funds?

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Proposers must acknowledge receipt of this Addendum by e-mail to Jennifer Kilinski at [jennifer@cddlattorneys.com](mailto:jennifer@cddlattorneys.com) and Christopher N. Loy, Jr. at [chrisl@cddlattorneys.com](mailto:chrisl@cddlattorneys.com) prior to the proposal deadline.

**THESE SERVICES ARE NOT SUBJECT TO PUBLIC PROCUREMENT REQUIREMENTS. ACCORDINGLY, THE SUBMISSION OR NON-SUBMISSION OF A PROPOSAL DOES NOT CREATE ANY PROTEST RIGHTS FOR ANY INTERESTED PARTY.**

## **Tab 3**

- Crosswalk near school – I was notified today that the permit has been approved (I don't have a copy of the permit yet, but it should be in the mail)
  - Per the Boards direction, I also reached out to the attorney to ask that they contact the developer to facilitate the construction
- I've reached out to Vallencourt to see if they would commit to resurfacing the asphalt if the Geotech testing confirmed it was bad tack coat causing the issues...waiting on a reply.
- Consideration of flashing signs at 3-crosswalks at roundabout
  - From a project 2 years ago, I have pricing that shows \$4,500 per crossing (2 signs per crossing)...I've reached out to get current pricing, but would "round up" to \$5k per crossing as a budget estimate
  - Attached is a sketch showing potential golf cart parking added at the Outpost location
  - Attached is an updated sketch showing required improvements to the path from Seaforth to Shearwater Pkwy, that includes a cost estimate.

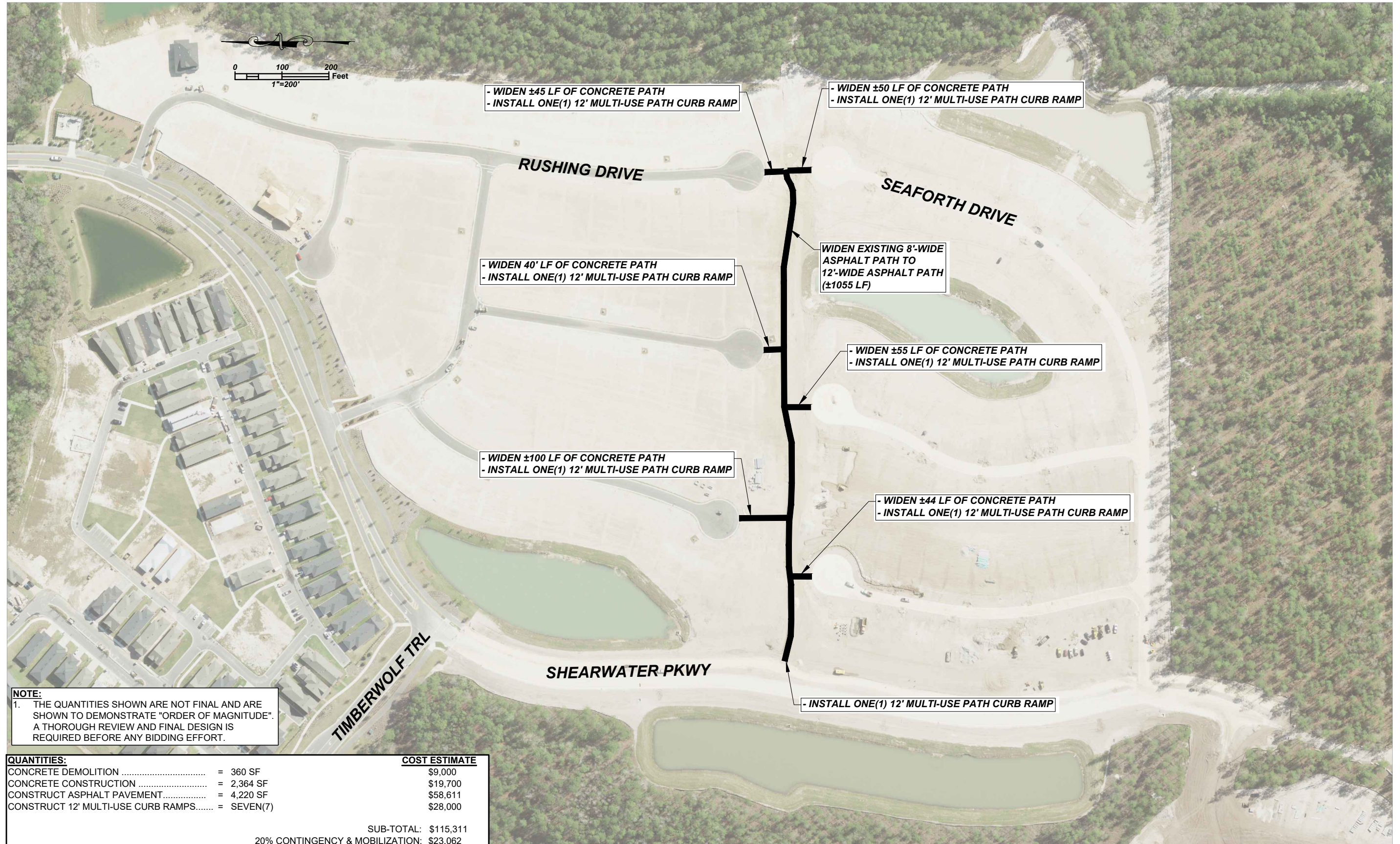
**Michael J. Yuro, P.E.**

*President*

**Yuro & Associates, LLC**





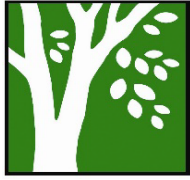


**NOTE:**  
1. THE QUANTITIES SHOWN ARE NOT FINAL AND ARE SHOWN TO DEMONSTRATE "ORDER OF MAGNITUDE". A THOROUGH REVIEW AND FINAL DESIGN IS REQUIRED BEFORE ANY BIDDING EFFORT.

QUANTITIES:		COST ESTIMATE
CONCRETE DEMOLITION .....	= 360 SF	\$9,000
CONCRETE CONSTRUCTION .....	= 2,364 SF	\$19,700
CONSTRUCT ASPHALT PAVEMENT .....	= 4,220 SF	\$58,611
CONSTRUCT 12' MULTI-USE CURB RAMPS.....	= SEVEN(7)	\$28,000
SUB-TOTAL:		\$115,311
20% CONTINGENCY & MOBILIZATION:		\$23,062
<b>TOTAL:</b>		<b>\$138,373</b>



## **Tab 4**



**RUPPERT**  
**L A N D S C A P E**

## **Trout Creek CDD: Monthly Report**

**November 2025**

### **Fungus/Pest/Fertilizer:**

- Herbicide applied to landscape beds
- Weeds hand pulled in landscape beds and plant material
- Pre emergent application applied in landscape beds.
- 

### **Maintenance:**

- As needed mowing service throughout phase 2
- Dead pine trees removed at falls dr. and adjacent to luna dr.
- Mulch at turtle sculpture (outpost)
- Raising of trees on SW parkway
- Trimming of privacy hedges SW parkway/ between falls drive and ashbury/ luke drive/Boylston/ around pond 11B.
- Trimming and cutting of ornamental grasses 363 windley

### **Upcoming month:**

- Cutting of ornamental grasses.
- weed control in the landscape beds
- Raising of oak trees, throughout community.
- Hand pulling of weeds in the turf.

**Irrigation:**

- All irrigation has proper run times and coverage
- Run times have been changed to daytime hours for utilizing pressure 3 days a week .
- Our team discovered a large 2” valve line break at the corner of Appian ave and windy Dr. that was losing a large amount of water, due to a glue fitting letting go. This has been repaired.
- We have been working in house and with our turf vendor in correcting the soil on shearwater parkway. When the temperatures begin to rise consistently we should see propagation and improved turf quality.



## Spray Report

Customer: Tree Amigos

Property: Shearwater

Date: 11/5-11/11/25

Area treated +/- 25 acres

Total Gallons used: 3300

### Product:

6-0-0 @ 3lbs per acre

Atrazine @ 64oz per acre

Barricor @ 12oz per acre(IPM)

Speedzone @ 48oz per acre(IPM)

The target for this application was to improve overall health, color and growth of the turf. Curative Insecticides were applied to eliminate any turf damaging insects as needed. Pre and post emergent herbicides were used to eliminate/ prevent Broadleaf weeds as needed.

Application must be watered within 24hrs. Expect to see results in 10-14 days.

## Shearwater falls drive

Hunter acc2 Watering

Start time program 1 (1-34) 8:00am

Watering days : Wednesday Thursday friday

Seasonal adjust is 140(needs to stay up for rotors between ponds)

November 12,2025 inspection

1 15sprays on entrance side hell strip after round-about ✓

2 10sprays flowers at begging of falls drive ✓

3 15sprays& bub on hell strip across from falls x1 break 🙌

4 10 dnr need to locate valve

5 15sprays on hell strip leaving falls drive on right. ✓ low pressure

6 15sprays on hell strip on left side entering falls drive x1 broken 6" & nozzle 🙌

7 15sprays&bub same side hell strip ✓

8 30sprays on entire side by houses ✓

9 30rotors on entrance side turf ✓

10 45rotors on same side ✓

11 15sprays on same side ✓

12 15sprays on hell strip by windley dr 6 inch with a nozzle\*\*\*\*\*

13 30rotors &bub right side of pond ✓

14 30rotors on right side of pond . ✓

15 15sprays on hell strip right side of pond about middle

16 45rotors between ponds

17 10sprays&mp around park

18 45rotors at park

19 25sprays hell strip left of park

20 45rotors in middle of pond exit side  
21 15sprays on exit side of pond half way  
22 15sprays on exit side of pond hell strip  
23 30 dnr  
24 25sprays leaving pond exit side .  
25 10sprays around bench leaving pond side .  
26 40rotors leaving pond side  
27 45rotors at end of falls drive  
28 1hr rotors outside of falls to right  
29 15 sprays in plant material behind front pond  
30 15sprays by dalton circle  
31 1 hr rotors behind front pond on main road backed up to houses .  
32 1hr rotors at far end of pond on main road  
33 10risers in first hedge line at end of pond off main road  
34 15sprays next to it

Program 2 8:45am (35-72)

35 30 rotors on main road across from dog park  
36 30sprays in front of dog park & inside  
37 10sprays inside dog park  
38 rotors on entrance side across dog park  
39 10sprays in hedges heading towards Luke dr  
40 30rotors at beginning of Luke dr  
41 30 rotors at corner of Luke and shearwater  
42 10rotors heading back towards clock across from pond

43 30 sprays across from pond on main road backed  
44 30sprays on hell strip headed towards dog park  
45 15sprays on hell strip across dog park  
46 15sprays on hell strips headed toward Luke Dr on main road  
47 15sprays on hell strip headed towards Luke dr  
48 15sprays on hell strip headed towards Luke drive  
49 15sprays on hell strip headed towards Luke drive  
50 15 spray on main road by clock at end of falls drive  
51 15rotors on main road by clock across from falls  
52 15sprays hell strip by lazy river sign  
53 15sprays on hell strip past lazy river sign  
54 30rotors on right side by lazy river sign  
55 15sprays in front of dog park hell strip  
56 15sprays on hell strip leading to dog park parking  
57 30sprays outside dog park parking lot hell strip  
58 15risers & flowers sprays. At Luna drive  
59 20rotors right before Luna drive  
60 20 sprays at luke  
61 10sprays beginning of luke drive  
62 30rotors on left side of Luke half way down  
63 10sprays on hell strip by rotors  
64 20risers& sprays half way down on luke by bushes  
65 30rotors on left side of Luke almost to the end  
66 16hell strip almost to end on Luke  
67 15rotors at end of Luke by pond  
68 30rotors on left (U-turn at end of Luke)



69 20rotors (following back leaving Luke to main road)

70 30rotors

71 30rotors

72 30\*\*\*\*\*

### **Kayak outpost shearwater**

November 12th 2025 9am

Hunter pro c

Inspection

Rain sensor : not working - unhooked\*

Program a start time: 10pm

1 s 30 ✓ by clock

2 r 30 ✓ right side of building

3 s 30(x1 nozzle) by parking lot \* repaired

4 s 45 ✓ by road

5 r 45 ✓ by road

6 s 30 ✓ by road

7 r 30 (x1 break rotor ) by park \*repaired 6” rotor

8 s 30 by park (x1 nozzle) \*repaired

9 r 45 backside of park

10 r 45 backside of park by road .



# **PRESTIGE** **LANDSCAPES** **OF NORTH FLORIDA, INC.**

***November 2025 Maintenance Report***

***Trout Creek CDD Phase 1***

***Trout Creek CDD Phase 3***

**PRESTIGE LANDSCAPES OF NORTH FLORIDA**  
**CHRIS KENNY - OWNER**  
**904-315-8041**  
**ST. JOHNS, FLORIDA 32260**  
**[chris@pliflorida.com](mailto:chris@pliflorida.com)**

November 2025

Belynda Tharpe , Community Director  
First Service Residential  
100 Kayak Way  
St. Augustine, FL 32092

**Re: Landscape Maintenance Service Report**

Below is the landscape maintenance report for *Trout Creek CDD Ph 1*.

**Weekly Maintenance**

Maintenance crew is focused on completing our weekly maintenance program within ph1. Our detail personal has been busy preforming weekly weed control within plant beds, removing fallen limbs from tree canopies, removing vine that exposes through plant materials.

Phase 1 is looking clean going into the winter season. Our team will continue to create plant separation within plant beds to accommodate the spring flush in 2026.

**Irrigation**

From a mechanical stand point the ph1 irrigation system is fully operational. Our team has repaired all vales that were not operating properly and uncovered all valve boxes (most were buried up to 12" in dirt/leaf debris). Currently we have all turf zones operating on battery timers, and will be holding on repairing the 2wire until the entry construction is complete. There are far to may zones that are affected by the construction area to bring the 2wire path online. Bringing the path online will only cause more issues each time the 2wire is compromised by construction.

We are looking watching the construction weekly at the entry to determine time line on connecting the 2wire path for phase 1. As it looks, we could potentially connect in Jan2026.

**Agronomics**

Fert/chem has completed all turf fertilization, post weed applications, and pre-m in all turf/shrub areas within ph1. December report will so the winter prep applications applied.

If you have any questions after reviewing our report, please contact us.

Sincerely,  
Chris Kenny  
Owner/President  
[chris@pliflorida.com](mailto:chris@pliflorida.com)  
904.315.8041



Chris Kenny—Owner  
904-315-8041  
P.O. Box 600061  
St. Johns, Florida 32260  
[chris@pliflorida.com](mailto:chris@pliflorida.com)

November, 2025

Belynda Tharpe , Community Director  
First Service Residential  
100 Kayak Way  
St. Augustine, FL 32092

**Re: Landscape Maintenance Service Report**

Below is the landscape maintenance report for *Trout Creek CDD Ph 3*.

**Weekly Maintenance**

Maintenance crew is focused on completing our weekly maintenance program within ph3. Our detail personal has been busy performing weekly weed control within plant beds, removing fallen limbs from tree canopies, removing vine that exposes through plant materials.

Phase 3 is looking clean going into the winter season. Our team will continue to create plant separation within plant beds to accommodate the spring flush in 2026.

**Irrigation**

Our irrigation team completed the monthly inspection, which included nozzle cleaning and head/nozzle adjustments as needed throughout the property. The ph3 irrigation system is now running 2x per week on turf and 1x per week on plant bed areas. Clocks have been adjusted to reflect daylight savings time change.

**Agronomics**

Fert/chem has completed all turf fertilization, post weed applications within ph3. December report will so the winter prep applications applied.

If you have any questions after reviewing our report, please contact us.

Sincerely,  
Chris Kenny  
Owner/President  
[chris@pliflorida.com](mailto:chris@pliflorida.com)  
904.315.8041



W. O. # \_\_\_\_\_

Name Martha Ct. Common Area

Address \_\_\_\_\_

Date 11/10/2025 pg 1 of 1

### Irrigation Inspection Report

START TIME(S)	7pm	A
START TIME(S)		B
START TIME(S)		C

Water Source	Reclaim
Clock Type	Rain Bird ESP-ME3
Rain/Freeze Switch	No

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	#1 - 14						
TYPE (S,R,B,D)	S, R						
RUN TIME	14hr						
PROGRAM	A						

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENG TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System is properly functioning with no major issues.

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W. O. # \_\_\_\_\_

Name Timberwolf Clock ph3-A

Address SWP Turf

Date 11/10/2025 pg 1 of 4

### Irrigation Inspection Report

START TIME(S)	7pm	A
START TIME(S)		B
START TIME(S)		C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	3,5,6,8,9,10,11,13,14,15,16,17,19,20,21,23,27,30,33,34,36,37,40						
TYPE (S,R,B,D)	R						
RUN TIME	9 hr.						
PROGRAM	A						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS- ER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now

\_\_\_\_\_  
\_\_\_\_\_





W. O. # \_\_\_\_\_

Name Timberwolf Clock ph3-AAddress Timberwolf TurfDate 11/10/2025 pg 2 of 4**Irrigation Inspection Report**

START TIME(S)	
START TIME(S)	7pm
START TIME(S)	

A

B

C

Water Source ReclaimClock Type Hunter ACC2Rain/Freeze Switch Yes

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	41,44,46,448,50,53,54,56,57,58,59,60,62,63,64,71,73,74,76,77,78,79						
TYPE (S,R,B,D)	R						
RUN TIME	10.3 hr.						
PROGRAM	B						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now



## Irrigation Inspection Report

W. O. # \_\_\_\_\_

Name Timberwolf Clock ph3-A

Address SWP Shrubs/Trees

Date 11/11/2025 pg 3 of 4

START TIME(S)		A
START TIME(S)		B
START TIME(S)	11pm	C

Water Source	Reclaim
Clock Type	Hunter ACC2
Rain/Freeze Switch	Yes

Program			Run Days				
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	1,2,4,7,11,12,18,22,24,25,26,28,29,31,32,35,38,39						
TYPE (S,R,B,D)	S						
RUN TIME	6 hr.						
PROGRAM	C						

ADJUSTMENTS	X						
PARTIAL CLOGS	X						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHANGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : \_\_\_\_\_





W. O. # \_\_\_\_\_

Name Timberwolf Clock ph3-A

Address Timberwolf Shrubs/Trees

Date 11/11/2025 pg 4 of 4

### Irrigation Inspection Report

START TIME(S)	
START TIME(S)	
START TIME(S)	
START TIME(S)	12am

A

B

C

D

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S
D	S	M	T	W	TH	F	S

ZONE #	43,45,47,49,52,56,61,65,66,68,69,70,72,75,80						
TYPE (S,R,B,D)	S						
RUN TIME	5.45 hr.						
PROGRAM	D						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ- ZLE							
CHANGE TO 6"							
CHENG TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now

\_\_\_\_\_



W. O. # \_\_\_\_\_

Name Shearwater Parkway Clock ph3B-A

Address SWP\_Cal Turf

Date 11/12/2025 pg 1 of 4

### Irrigation Inspection Report

START TIME(S)	5pm
START TIME(S)	
START TIME(S)	

A  
B  
C

Water Source Reclaim  
Clock Type Hunter ACC2  
Rain/Freeze Switch Yes

Program		Run Days					
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	3,5,7,10,12,15,16,17,18,20,21,22,25,30,31,32						
TYPE (S,R,B,D)	R						
RUN TIME	11 hr.						
PROGRAM	A						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ- ZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now

\_\_\_\_\_  
\_\_\_\_\_



## Irrigation Inspection Report

W. O. # \_\_\_\_\_

Name Shearwater Parkway Clock ph3B-A

Address Shrubs\_Trees

Date 11/12/2025 pg 2 of 4

START TIME(S)	
START TIME(S)	8pm
START TIME(S)	

A

B

C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	1,4,6,8,9,11,14,19,23,24,26,28,29,32,35						
TYPE (S,R,B,D)	S						
RUN TIME	7.7 hr.						
PROGRAM	B						

ADJUSTMENTS	X						
PARTIL CLOGS							
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENG TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now

\_\_\_\_\_  
\_\_\_\_\_



W. O. # \_\_\_\_\_

Name Shearwater Parkway Clock ph3B-AAddress Seaforth TurfDate 11/13/2025 pg 3 of 4**Irrigation Inspection Report**

START TIME(S)	
START TIME(S)	
START TIME(S)	430am

A

B

C

Water Source ReclaimClock Type Hunter ACC2Rain/Freeze Switch Yes

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	37,38,39,40,41,42,43						
TYPE (S,R,B,D)	R						
RUN TIME	2.15hr						
PROGRAM	C						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENG TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now

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W. O. # \_\_\_\_\_

Name Shearwater Parkway Clock ph3B-AAddress Cart Path**Irrigation Inspection Report**Date 11/13/2025 pg 4 of 4

START TIME(S)		A	Water Source	<u>Reclaim</u>
START TIME(S)		B	Clock Type	<u>Hunter ACC2</u>
START TIME(S)		C	Rain/Freeze Switch	<u>Yes</u>
START TIME(S)	3am	D		

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S
D	S	M	T	W	TH	F	S

ZONE #	44,45,46,47,48,49,50,51,52,53						
TYPE (S,R,B,D)	S						
RUN TIME	2.2 hr						
PROGRAM	D						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now



**Prestige Landscapes of North Florida, Inc.**

**Shearwater Phase 1 CDD**

**Date: 10/15/25**

**Total Gallons Used: 130**

**-Products Applied-**

**20-20-20 @ 12 lbs per 100 gal**

**Mic-drop 0-0-1 @ 96 oz per 100 gal**

**Safari Insect @ 8 oz per 100 gal**

**Pageant Fungicide @ 12 oz per 100 gal**

**Treated and fertilized all roses to add to the growth, health, and color. Once watered in, expect to see results in the next 10-21 days. Applied insect and disease controls to help cure and prevent insects and disease.**



**Prestige Landscapes of North Florida, Inc.**

**Shearwater Phase 3 CDD**

**Date: 10/15/25**

**Total Gallons Used: 130**

**-Products Applied-**

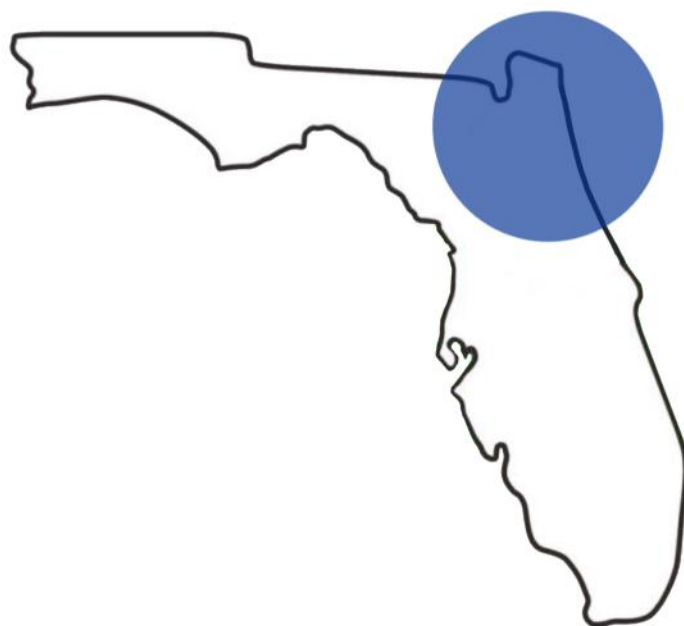
**20-20-20 @ 12 lbs per 100 gal**

**Mic-drop 0-0-1 @ 96 oz per 100 gal**

**Safari Insect @ 8 oz per 100 gal**

**Pageant Fungicide @ 12 oz per 100 gal**

**Treated and fertilized all roses to add to the growth, health, and color. Once watered in, expect to see results in the next 10-21 days. Applied insect and disease controls to help cure and prevent insects and disease.**



# PRESTIGE LANDSCAPES

---

OF NORTH FLORIDA, INC.

PRESTIGE LANDSCAPES OF NORTH FLORIDA  
CHRIS KENNY - OWNER  
904-315-8041  
ST. JOHNS, FLORIDA 32260  
[chris@pliflorida.com](mailto:chris@pliflorida.com)



## **Tab 5**



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6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Phone: 904-997-0044

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## Service Report

**Date:** December 3, 5, 9, 2025

**Biologists:** Jim Charles  
Justin Powers, Rich Powers

**Client:** Trout Creek CDD

**Waterways:** 43 ponds

**Note:** First report for December.

**Entry Pond:** Pond was in good condition. The water level is normal.



**Note:** Pillars scheduled for cleaning this month.

**Amenity Pond:** This pond was in good condition. The water level was normal.



**Pond 1a:** This pond was in good condition. The water level is normal.



**Pond 1b:** Pond was in good condition. Water level is good.



**Pond 2a:** This pond was in fair condition. The water level is normal. Scheduled for treatment.



**Pond 2b:** This pond was in good condition. The pond level is normal.



**Pond 3a:** This pond was in improved condition. The water level is normal. Treatment of perimeter last month for bacopa and torpedo grass had good results.





**Pond 6:** This pond was in good condition. The water level is normal.



**Pond 7a:** Pond was in good condition. The water level is normal.



**Pond 7b:** Pond was in good condition. The water level is normal.



**Pond 7c:** Pond was in good condition. The water level is normal.



**Pond 8a:** Pond remains in very good condition. The water level is normal.



**Pond 9a:** Pond was in improved condition. The water level is normal. Perimeter treatment last month for torpedo grass and pennywort had good results.

Missed picture.

**Pond 9b:** Pond was in good condition. The water level is normal. Treatment of entire perimeter for torpedo grass and alligator weed last month was effective.





**Pond 9c:** Pond was in good condition this month. The water level was normal.



**Pond 10a:** Pond was in good condition. The water level is good. Treatment for algae on October 31<sup>st</sup> and again on November 5<sup>th</sup> had good results. Treatment scheduled.



**Pond 10c:** Pond was in good condition. The water level is normal.



**Pond 10d:** Pond was in good condition this month. The water level is normal. Treatment for minor perimeter algae last month had good results.



**Pond 11a:** Pond was in good condition. The water level is good. No algae noted.



**Pond 11b:** Pond was in good condition. The water level is good.



**Pond 11c:** Pond was in good condition. The water level is normal.





**Pond 12a:** Pond was in good condition. The water level is normal. Perimeter treatment last month for torpedo grass and alligator weed had very good results.



**Pond 14:** Pond was in good condition. The water level is good.



**Pond 14b:** Pond was in good condition. The water level is normal.



**Pond 20:** Pond was in good condition. The water level is normal.



**Pond 21A:** Pond was in fair condition. The water level is good.



**Pond 21B:** Pond is in fair to good condition. The water level is good.





**Pond 22A:** Pond was in good condition this month.



**Pond 22B:** Pond was in improved condition. The water level is good.



**Pond 23A:** Pond is in improved condition. The water level is good.



**Pond 23B:** Pond is in good condition. The water level is good.



**Pond 24a:** Pond was in good condition. Pond level is good.



**Pond 24b:** Pond was in fair condition. The water level is good.





**Pond 24c:** Pond was in good condition. Water level is normal.



**Pond 28A:** Pond was in good condition. The water level is good.



**Pond 28B:** Pond was in good condition. Water level is normal.





**Pond 29A:** Pond was in good condition. Water level is normal.



**Pond 29B:** Pond was in good condition. The water level is good.



**Pond 31:** Pond is in good condition. The water level is normal.



**Pond 33:** Pond was in good condition. No algae present on December 3<sup>rd</sup>. The water level is normal. Treatment for algae on November 20<sup>th</sup> and 25<sup>th</sup> last month had good results.





**Pond 34:** Pond was in good condition. The water level is good.



**Pond 35:** Pond is in good condition. Water level is normal. Treatment for algae on November 20<sup>th</sup> last month had good results. Pond was algae free on December 3<sup>rd</sup>.



**Pond 36:** Pond was in good condition. Water level is good.



Jim Charles

## **Tab 6**

**Trout Creek CDD**  
**GM/AGM Operations Report for December 17, 2025**

**Mischief/ Vandalism:**

- Six ping pong balls have been destroyed and 1 foosball missing. Covers are not put back on game tables (foosball) after use regularly. The checkout system for the pool table is currently a smooth process.
- Holiday decorations are getting moved, children playing with them. All stakes are missing from second roundabout, and items being pulled out of the ground and tossed on ground/ in bushes.

**Administration:**

- Assisted Lifestyle with storage shed clean out/organization
- Assisted Lifestyle with Light Up Shearwater Holiday event
- Attended the RecNet 40<sup>th</sup> National Conference in Kiawah Island. Belynda was elected to the board of directors as treasurer for a 2-year term
- Onsite discussion with design architects and food & beverage director (Rivertown) for café redesign
- Actively requesting proposals for ½ court, full court basketball and 2 pickleball courts as directed by the board during the last CDD meeting
- Recipient of the 1st RecNet Innovation Award (Criteria Attached)
- Onsite meeting with Sterling Fence Company to raise the height of fencing around the yoga lawn/tennis gate entrance
- Onsite meeting with CBus to select pool tiles for the slide pool resurfacing project
- Attended FSR training for managers
- Attended Thanksgiving Potluck at Senior Ladies request
- Covered Hub for staff to attend FSR Thanksgiving Potluck
- Onsite meeting with SJC (Brad) to discuss the reuse waterline install location at Rangeline
- Onsite meeting/walk around with Paul Davis Restoration to create a 3D Virtual Tour of the amenity areas and access to a portal in the event of fire, flood, or any other natural disaster that causes damage (FSR Priority Vendor)
- Assisted the team with installing the Hub/ common areas with Holiday decorations
- Onsite discussion with Prestige Landscaping on design and placement of Holiday string light tree on the event lawn (donated by Prestige)
- Worked with Shaw Tree Service to remove dead pine/ maple trees
- Conducted meeting with Busters Cleaning Services regarding performance/ expectations
- Worked with landscaping companies and pine straw vendor for pine straw project
- Performed employee reviews for all who hit 1 year at Trout Creek (Ja'Nadya Shaw as RSC and Shannon Carter as Porter)

**Reoccurring Meetings/Events:**

- Property drive with Ruppert Landscape
- Property drive with Prestige Landscape
- Attended the CDD Workshop Meeting
- Monthly meeting with Chairman Clint Wright
- Monthly meeting with Assistant Supervisor Ronnie Murphy
- Monthly meeting with Assistant Supervisor Vincent Sajkowski
- Monthly meeting with Vice Chairperson Heather Loffredo
- Conducted weekly staff meeting (every Thursday)
- Maintenance inspection with maintenance supervisor (bi-weekly)
- Attended the monthly FSR lifestyle collaboration call
- Assisted Northern Helm with website development

**Kayak Hub:**

- November Square Café Category Sales Report ([attached](#))
- November TCCDD Square Sales Report ([attached](#))
- November Square Café Sunday Category Sales Report ([attached](#))

**Lifestyle:**

- November Profit & Loss Report ([attached](#))
- November Lifestyle Summary Report ([attached](#))

**Maintenance/ Vandalism/ Mischief Issues:**

- Maintenance November Report ([attached](#))

Nov 1, 2025–Nov 30, 2025



# Category Sales Report

CAFE

Category	Items Sold	Gross Sales
Uncategorized	31	\$425.35
CANDY	52	\$44.50
CHIPS	38	\$76.00
DRINKS	115	\$204.50
HOT DRINKS	15	\$23.00
KIDS MEAL	3	\$19.50
PIZZA	4	\$20.00
SANDWICHES	3	\$24.00
SINGLE ITEMS	4	\$18.00
TREATS	59	\$236.00
WRAPS/BURGERS	8	\$64.00
Total	332	\$1,154.85

Nov 1, 2025–Nov 30, 2025



# Category Sales Report

TCCDD

Category	Items Sold	Gross Sales
Uncategorized	19	\$1,528.40
FOBS	7	\$210.00
Lifestyle Sponsorship	1	\$250.00
TCCDD Reservations	60	\$5,219.00
Total	87	\$7,207.40



Nov 2, 2025



# Category Sales Report

CAFE

Category	Items Sold	Gross Sales
Uncategorized	2	\$16.90
CANDY	1	\$1.75
DRINKS	3	\$5.00
KIDS MEAL	1	\$6.50
TREATS	1	\$4.00
WRAPS/BURGERS	1	\$10.00
Total	9	\$44.15

Nov 9, 2025



# Category Sales Report

CAFE

Category	Items Sold	Gross Sales
Uncategorized	3	\$49.41
CHIPS	1	\$2.00
DRINKS	7	\$13.00
KIDS MEAL	1	\$6.50
TREATS	6	\$24.00
Total	18	\$94.91

Nov 16, 2025



# Category Sales Report

CAFE

Category	Items Sold	Gross Sales
CANDY	1	\$0.25
CHIPS	1	\$2.00
DRINKS	4	\$5.00
PIZZA	1	\$5.00
Total	7	\$12.25

Nov 23, 2025



# Category Sales Report

CAFE

Category	Items Sold	Gross Sales
Uncategorized	3	\$1.50
CANDY	3	\$5.25
CHIPS	1	\$2.00
DRINKS	8	\$16.00
TREATS	6	\$24.00
Total	21	\$48.75

Nov 30, 2025



# Category Sales Report

CAFE

Category	Items Sold	Gross Sales
CHIPS	3	\$6.00
DRINKS	2	\$2.00
PIZZA	1	\$5.00
SANDWICHES	1	\$5.00
TREATS	2	\$8.00
Total	9	\$26.00

# November, 2025



## Lifestyle Profit & Loss

**JOE GERENA**  
Lifestyle Director - Trout Creek CDD  
100 Kayak Way | St. Augustine, FL | 32092  
Direct: 904.342.3739  
Email: Joe.Gerena@fsresidential.com

**DEMETRIC ARNOLD**  
Lifestyle Coordinator - Trout Creek CDD  
100 Kayak Way | St. Augustine, FL | 32092  
Direct: 904.342.3739  
Email: Demetric.Arnold@fsresidential.com

Summary	Actual
Total income	\$1,314.04
Total expense	\$5,334.32
<b>Total profit</b>	<b>(\$4,020.28)</b>

### EVENT REVENUE/ COST

Tennis 101/ Coffee and Convo	Revenue	Cost
Rumashka Food		\$83.09
<b>Total</b>	<b>\$0.00</b>	<b>\$83.09</b>

FL/GA Watch Party	Revenue	Cost
Publix		\$222.42
<b>Total</b>	<b>\$0.00</b>	<b>\$222.42</b>

Silent Disco/ Movie Night	Revenue	Cost
Hush Hush - Vendor		\$650.00
Movie Night Set up		PREPAID
Amazon - Popcorn		\$58.99
Tickets Sold	\$205.00	
<b>Total</b>	<b>\$205.00</b>	<b>\$708.99</b>

Kidpreneur	Revenue	Cost
DJ Services		\$350.00
Progressive - Inflatable		\$800.00
Sam's Supplies		\$17.12
Photography - Invigorate Media		\$300.00
Home Depot		\$208.96
<b>Total</b>	<b>\$0.00</b>	<b>\$1,676.08</b>

Veterans Appreciation	Revenue	Cost
Frankie's Franks		\$418.00
Veteran's United		\$462.02
Photography Invigorate Media		\$500.00
Musicians - Violet and Lani		\$500.00
<b>Total</b>	<b>\$0.00</b>	<b>\$1,880.02</b>

General/ Business Blends	Revenue	Cost
Survey Monkey		\$300.00
Curiosity U Software		\$100.00
Canopy Weights - Home Depot		\$91.92
Bella Vista		\$271.80
Feast & Fit Tickets	\$46.14	
Boo Bash Shirts	\$30.00	
<b>Total</b>	<b>\$76.14</b>	<b>\$763.72</b>

Events Summary	Actual
Total income	\$281.14
Total expense	\$5,334.32
<b>Total Profit</b>	<b>-\$5,053.18</b>

### VENDOR REVENUE - 10% OF ALL SALES

Vendor	Payment Method	Income
Shearwater Sharks	Check	\$400.00
Prime Sports	Square	\$198.00
Plannet Pizza	Square	\$59.71
RamRod	Check	\$32.69

Zumba - Songhwanara	Check	\$92.50
Total		\$782.90
SPONSORSHIPS		
Sponsor	Type	Income
David Kaz	Coffee and Convo	\$250.00
Total		\$250.00

## **Shearwater Lifestyle Summary Report – November 2025**

### **November 1<sup>st</sup> – 904 Tennis 101 event. Hosted by Russian Speakers Club**

- ✓ Natalia Bogomazova helped drive in participants from the Russian Speakers Club. 904Tennis provided the tennis pro to do a short group training activity. We provided snacks and breakfast treats from Romashka (a Russian market) and Kinder Kafe provided coffee. About 45 attendees.

### **November 1<sup>st</sup> – FL vs GA Watch Party.**

- ✓ Small gathering. Provided chips, Burgers, and beverages. About 60 to 75 people were in attendance throughout the game. Almost everyone left by halftime.

### **November 9<sup>th</sup> – FCVV Vendor Market on the Event Lawn**

- ✓ Standard Vendor Village Event. Ran by First Coast Vendor Village. Minimal involvement on our end. About 300 to 400 attendees went throughout and 50 booths booked.

### **November 12<sup>th</sup> - Artistic Ways Ceramics Tree Project**

- ✓ 10% Vendor ran art class. About 8 attendees. Attendance is slowing down due to the holidays, but participants have given us very positive responses to her classes thus far.

### **November 14<sup>th</sup> – Story Time with Ivybrook Academy & Silent Disco Family Night.**

- ✓ Great turnout at the Outpost for Story Time. They're averaging about 15 to 20 kids each time out. Silent Disco Family Night was rescheduled due to lack of ticket sales and moved to December 22<sup>nd</sup>.

### **November 15<sup>th</sup> – Kidpreneur Vendor Market**

- ✓ In partnership with Maggie Skoryna and her home school network we managed to secure 65 total booths. The vast majority were legitimate kid ran businesses. We hosted a short game during the event and had one of our dance instructors host a dance presentation with her kids from the class. Residents who attended and participated LOVED it so much we're including this market day into our Spring Break rotation of events. Well over 400 attendees.

### **November 18<sup>th</sup> – Café Take Over – Bakery Cartel and Business Blends meeting at Bella Vista**

- ✓ Owner of the Bakery Cartel was recovering from surgery and had to cancel. We will discuss future events soon. Business Blends is a first-time networking event for local business owners and managers. Bella Vista hosted the event, and we provided appetizers for attendees. This turned into a very fruitful event and excellent networking opportunity. I've already met with 3 potential sponsors in the coming weeks since then. In addition, several other businesses who attended have already talked about inviting other friends for future events. The next event is planned for the last Tuesday in January at Dapper D's Cigar lounge.



### **November 19<sup>th</sup> – Goddard School Story Time**

- ✓ 10 attendees. Hosted in the Kayak Club Room. This had an increase in attendance vs the prior couple of events.

### **November 22<sup>nd</sup> – Veterans Appreciation Day**

- ✓ This was an attempt at increasing the overall scope and participation in this event. We had 15+ Veteran owned vendors, community organizations, and charities affiliated with police, fire, and military veterans. Promotions were delayed as many of our new additions for this year were on the fence. Unfortunately, due to a variety of circumstances, attendance was low and half of the vendors cancelled. While still a successful event for those who attended. The total attendee, vendor participants, and vendor booths were the same as last year. About 300 total attendees throughout the day.

### **November 23<sup>rd</sup> – 25<sup>th</sup> – Holiday Decoration Party**

- ✓ 3 days designated for Amenity staff to begin holiday decorations throughout the community and our facilities. This included taking the decorations out of storage, cleaning them off, sorting, and beginning the preparation to decorate the community. We had several days of staff working in conjunction with community volunteers.

### **November 26<sup>th</sup> – Movie on the Lawn**

- ✓ Filo's Fresh provided food in the Kayak Club Café. Services provided were the last of our credit with MTMM. We had about 60 attendees in total. Movie shown was Miracle on 34<sup>th</sup> Street.

### **November 28<sup>th</sup> – Black out Feast and Fit Rave**

- ✓ This event has been postponed. A new date has not been identified. This was due to lack of ticket sales as expected. I would not recommend events scheduled on the day after Thanksgiving for future.

### **Additional Activities**

- ✓ Bookmobile at the Outpost every Monday – Continues to do well. Curiosity U every Tuesday, attendance about 12 per event this month. OneBlood Donation truck on site 11/11 with 9 donations made. We also have had Deja Brew food truck at the Outpost every Wednesday. We're also looking to have Sarap Stop begin breakfast services weekly. They did one trial day at the Kayak Club this month and will try again soon before settling on a regular schedule.

(1)



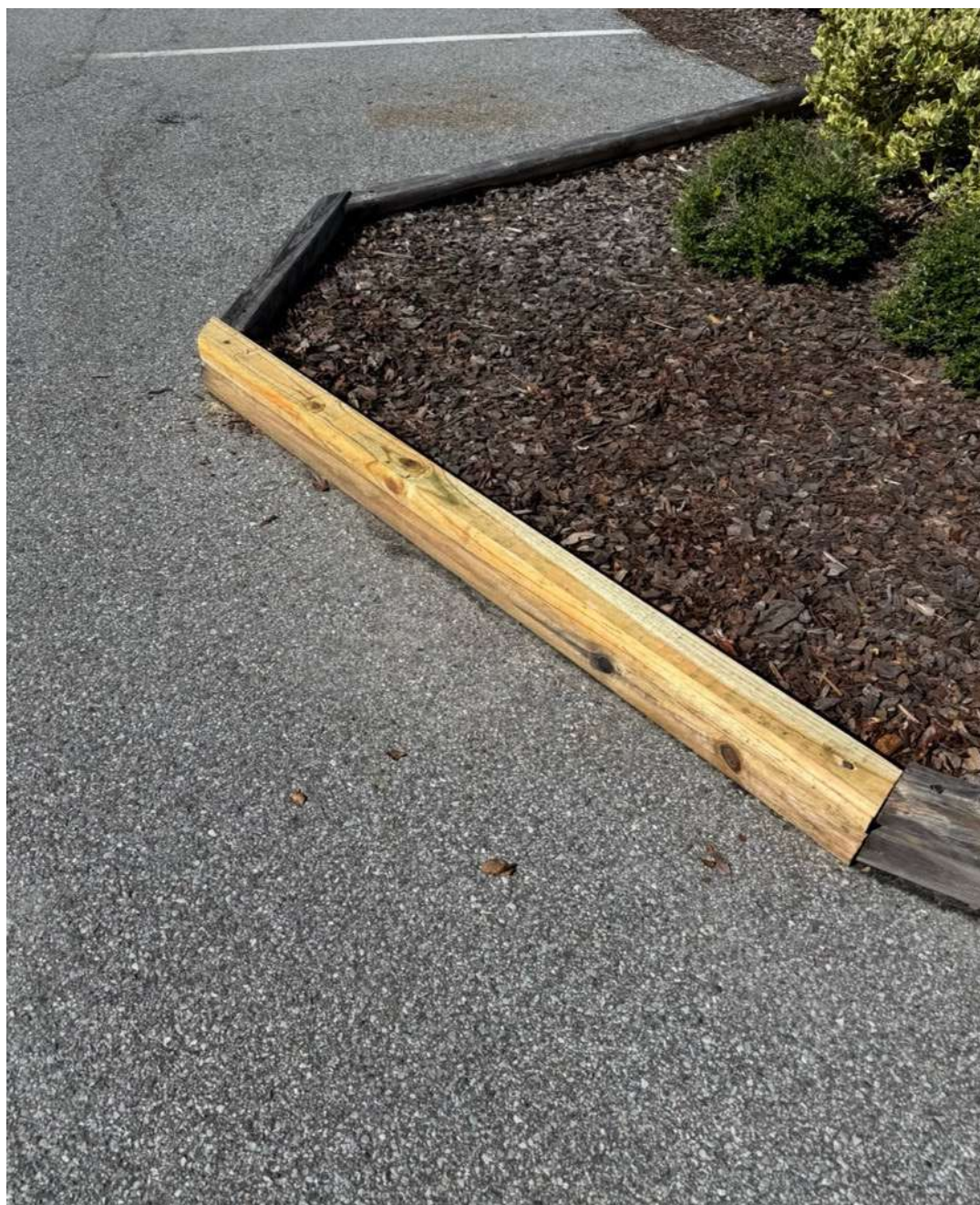
### Repaired Broken Landscape Timbers At Outpost

**Created:** Sun, 12/7/2025

Before



(2)



### **Repaired Broken Landscape Timbers At Outpost**

**Created:** Sun, 12/7/2025

After



(3)



**Repaired Broken Irrigation Valve At Rear Of Maintenance Shed**

**Created:** Sun, 12/7/2025

Before



(4)



**Repaired Broken Irrigation Valve At Rear Of Maintenance Shed**

**Created:** Sun, 12/7/2025

After



(5)



### Stained Weathered Wood Signs At Dog Park Entrances

**Created:** Sun, 12/7/2025

Before



(6)



### Stained Weathered Wood Signs At Dog Park Entrances

**Created:** Sun, 12/7/2025

After



(7)



**Installed GFI At Event Lawn**

**Created:** Sun, 12/7/2025

Before



(8)



**Installed GFI At Event Lawn**

**Created:** Sun, 12/7/2025

After

(9)



### **Built New Shed For Holiday Decorations**

**Created:** Sun, 12/7/2025

Before



(10)



### **Built New Shed For Holiday Decorations**

**Created:** Sun, 12/7/2025

After

(11)



## Replaced Broken GFIs Throughout Community To Install Holiday Lighting

**Created:** Sun, 12/7/2025

Before



(12)



### Replaced Broken GFIs Throughout Community To Install Holiday Lighting

**Created:** Sun, 12/7/2025

After



(13)



### **Replaced Blown Landscape Lights At Entrance Monuments**

**Created:** Sun, 12/7/2025

Before



(14)



### **Replaced Blown Landscape Lights At Entrance Monuments**

**Created:** Sun, 12/7/2025

After



(15)



### Installed Holiday Decorations

**Created:** Sun, 12/7/2025



(16)



### Repaired Pole Light At Roundabout Phase 1

**Created:** Sun, 12/7/2025

Completed by Johnnie verdell



**Proposal #205961**

**Date: 12/1/2025**

**Customer**

**Trout Creek CDD**

**Property:**

Shearwater Amenity  
100 Kayak Way  
St. Augustine , FL 32092

**Wall Fence Replacement**

**Remove existing core drilled 4' aluminum fence & replace with 6' tall and add custom section over columns. All fence to be core drilled.**

**SFN- Commercial Install**

Items	Quantity	Price
6' 3 Rail Aluminum	72.00	
SFN- Commercial Install:		\$12,260.00
PROJECT TOTAL:		<b>\$12,260.00</b>

**Terms & Conditions**

By \_\_\_\_\_

**Lauren Baylis**

Date 12/1/2025

**United Land Services**

By \_\_\_\_\_

Date \_\_\_\_\_

## **Tab 7**

# Trout Creek YTD Revenues & Expenditures Thru 10/31/2025

## SUMMARY

	<u>Annual Budget</u>	<u>YTD Budget Thru 010/31/25</u>	<u>YTD Actual Thru 10/31/25</u>	<u>Better/(Worse) Variance</u>
Total Revenues - O & M	4,133,309	3,831,642	3,862,144	30,502
Total Revenues - Capital Reserve	<u>465,000</u>	<u>428,333</u>	<u>426,282</u>	<u>(2,051)</u>
Total General Fund Revenues	4,598,309	4,259,975	4,288,426	28,451
Total Expenditures O & M	4,133,309	348,241	403,758	(55,517)
Total Expenditures - Capital Reserve	<u>465,000</u>	<u>465,000</u>	<u>0</u>	<u>465,000</u>
Total General Fund Expenditures	4,598,309	813,241	403,758	409,483
Total O & M Excess of Revenues Over(Under) Expenditures	0	3,483,401	3,458,386	(25,015)
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>(36,667)</u>	<u>426,282</u>	<u>462,949</u>
Total Excess of Revenues Over(Under) Expenditures	0	3,446,734	3,884,668	437,934

## Explanations of Variances

**O & M Expenses - (Over)/Under by (55,517)**  
**O & M Revenue - (Less)/More by \$ 30,502**  
**Net O & M - (Over)/Under by \$ (25,015)**

Amenity Maintenance & Repairs - \$23,600 Of mulch payments incorrectly posted here, \$9,300 of pool pump repair, Floor Replacement - \$6,125	(37,422)
Reclaimed Water - Timing of budget spread to be fixed	(14,594)
Contingency - Stocking Ponds with Fish - \$12,082	(11,447)
Utility Street Lights - Retroactive correction charge made, finding out why	(5,619)
Stormwater Assessments - Geotech bill for Pond Outflow	(5,208)
Legal Council - More activity, mostly relating to developer negotiations, and RFP for District Manager	(4,470)
Litigation - Verdego	(4,077)
Access Control & Security Monitoring M&R - Service Call for UPS Battery backup & surge protector and other issues-\$2,600	(2,987)
Pool Service Contract - both Oct & Nov bills paid	(2,953)
Other District Financial & Accting - Timing of Trustee Fees	(2,271)
Distict Engineer - Work on Golf Cart accessible paths - \$1200, work with Vallencourt relationg to Shearwater Pkwy - \$400	(1,727)
Café Materials - Budget Spread is to be fixed to match timing better	1,527
Law Enforcement Security - Only has two weeks instead of full month posted	2,499
Landscape Replacement Plants, etc - Timing of when things are replaced	3,810
Special Events - Timing of Budget Spread to be fixed based on events	5,489
Landscaping - Year 2 Increases not started yet	10,463
Common Area Mulch/Pinestraw - mulch miscoded to Amenity M&R, to be reclassified	11,666
Other	<u>1,804</u>
<b>Total of O&amp;M Expense Variance Explanations</b>	<b>(55,517)</b>
More special assessments collected than anticipated Prior year collections or late payments	38,646
Special Events Revenue - Timing of when events and sponsorships happen	(2,056)
Interest earned - hasn't been posted for October	(2,083)
Café Revenue- Timing of Budget Spread to be fixed	(2,171)
Other	<u>(1,834)</u>
<b>Total of O&amp;M Revenue Variance Explanations</b>	<b>30,502</b>

**Trout Creek YTD Revenues & Expenditures Thru 10/31/2025**

<b>Chart of Accounts Classification</b>	<b>Annual Budget</b>	<b>YTD Budget Thru 010/31/25</b>	<b>YTD Actual Thru 10/31/25</b>	<b>Better/(Worse) Variance</b>	<b>Variance Explanation</b>
<b>O&amp;M</b>					
<b>Revenues</b>					
Interest Earnings					
Interest Earnings	25,000	2,083	0	(2,083)	No interest posted yet
Special Assessments					
Off Roll	8,631	8,631	8,636	5	
Tax Roll	3,809,678	3,809,678	3,848,324	38,646	Tax Collector Excess
Contributions & Donations from Private Sources					
HOA Capital Transfer	110,000	0	0	0	
Other Misc. Revenues					
Activity Fees	20,000	1,667	687	(980)	
Cafe Revenue	35,000	2,917	746	(2,171)	Timing of Budget Spread
Facilities Rentals	40,000	3,333	2,474	(859)	
HOA Reimbursement	45,000	0	0	0	
Insurance Proceeds	0	0	0	0	
Misc Revenue	0	0	0	0	
Special Events Revenue	40,000	3,333	1,277	(2,056)	Timing of when events and sponsorships happen
<b>Total Revenues</b>	<b>4,133,309</b>	<b>3,831,642</b>	<b>3,862,144</b>	<b>30,502</b>	
<b>Expenditures</b>					
<b>District Expenses:</b>					
Board of Supervisor Fees	24,000	2,000	1,800	200	
District Management	61,644	10,606	10,586	20	
Other District Financial & Accting	41,075	5,791	8,062	(2,271)	Timing of Budget
Counsel	150,000	12,500	16,970	(4,470)	More work than anticipated for the month
Litigation/Mediation	0	0	4,077	(4,077)	Litigation/Mediation Relating to Verdego
Engineer	40,000	3,333	5,060	(1,727)	Work on Golf Cart accessible paths - \$1200, work with Vallencourt relationg to Shearwater Pkwy - \$400
Law Enforcement - Security	62,000	5,167	2,668	2,499	Only has two weeks instead of full month posted
<b>Total District Expenses:</b>	<b>378,719</b>	<b>39,397</b>	<b>49,223</b>	<b>(9,826)</b>	
<b>Staffing Related Expenses:</b>					
Employee - Amenity Staff	905,000	75,417	74,470	947	
Amenity Management Service Contracts	23,244	1,937	1,937	0	
<b>Total Staffing Related Expenses</b>	<b>928,244</b>	<b>77,354</b>	<b>76,407</b>	<b>947</b>	
<b>Utilities:</b>					
Electric Utility - Recreation Facilities	56,000	4,667	4,559	108	
Electric Utility - Street Lights	62,000	5,167	10,786	(5,619)	Retroactive correction charge made, finding out why
Electric Utility Services	12,000	1,000	945	55	
Gas Utility Services	17,000	1,416	128	1,288	Budget divided by 12 , needs to be changed for pool heater
Water-Sewer Utility - Reclaimed	445,000	24,793	39,387	(14,594)	Timing of budget spread to be fixed
Water-Sewer - Recreation Facilities	18,375	814	1,847	(1,033)	
Garbage/Solid Waste Control Services	15,000	1,250	2,219	(969)	
<b>Total Utilities</b>	<b>625,375</b>	<b>39,107</b>	<b>59,871</b>	<b>(20,764)</b>	
<b>Landscaping &amp; Irrigation:</b>					
Landscape & Irrigation Maintenance	1,070,000	89,167	78,704	10,463	Year 2 Raises not started yet
Landscape Replacement Plants, Shrubs, Tr	70,000	5,833	2,023	3,810	Timing of when things are replaced
Common Area Pinestraw Mulch	140,000	11,666	0	11,666	\$23,600 0f mulch payments incorrectly posted in Amenity M&R
Irrigation Repair	35,000	2,916	3,383	(467)	
Miscellaneous Expense	20,000	1,667	1,750	(83)	

## Trout Creek YTD Revenues &amp; Expenditures Thru 10/31/2025

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 010/31/25	YTD Actual Thru 10/31/25	Better/(Worse) Variance	Variance Explanation
<b>Total Landscaping &amp; Irrigation</b>	<b>1,335,000</b>	<b>111,249</b>	<b>85,860</b>	<b>25,389</b>	
<b>Amenity Related Expenses:</b>					
Amenity Janitorial Services	25,000	2,083	1,600	483	
Amenity Maintenance & Repairs	75,000	6,250	43,672	(37,422)	\$23,600 Of mulch payments incorrectly posted here, \$9,300 of pool pump repair, Floor Replacement - \$6,125
Amenity Janitorial Supplies	12,000	1,000	2,068	(1,068)	
Amenity Office Supplies	10,800	900	1,585	(685)	
Amenity Operating Supplies	7,200	600	647	(47)	
Pool Chemicals & Service Contract	94,000	17,660	20,613	(2,953)	Pool Service Contract - Oct & Nov bills paid
Lifeguard/Pool Monitors	185,733	0	0	0	
Fitness Equipment Lease & M&R	41,560	3,463	3,129	334	
Tennis Court Programs & Maint & Supplies	5,000	417	158	259	
Access Control & Security Monitoring M&R	14,000	1,166	4,153	(2,987)	Service Call for UPS Battery backup & surge protector and other issues-\$2,600
Licenses, Fees & Permits	16,000	1,333	1,161	172	
Pest Control/Termite Bond & Wildlife Mgmt	4,500	375	210	165	
Telephone, Internet, Cable	15,000	1,250	570	680	
Training & Education	5,400	450	107	343	
Other	3,250	271	145	126	
<b>Total Amenity Related Expenses</b>	<b>514,443</b>	<b>37,218</b>	<b>79,818</b>	<b>(42,600)</b>	
<b>Lifestyle Expenses:</b>					
Shuttle Service	15,100	3,020	3,000	20	
Special Events	75,000	16,000	10,511	5,489	Timing of Budget Spread to be fixed based on events
Cafe Materials	25,000	2,084	557	1,527	Budget Spread is to be fixed to match timing better
<b>Total Lifestyle Expenses:</b>	<b>115,100</b>	<b>21,104</b>	<b>14,068</b>	<b>7,036</b>	
<b>Other Shearwater Expenses:</b>					
Aquatic Maintenance	55,000	4,583	4,253	330	
Stormwater Assessments	3,500	292	5,500	(5,208)	Geotech bill for Pond Outflow
Road & Street Facilities	5,000	417	0	417	
Entry & Walls Maintenance & Repair	2,500	209	0	209	
General Liability & Property Insurance	112,928	13,145	13,145	0	
Holiday Decorations	7,500	0	0	0	
<b>Total Other Shearwater Expenses</b>	<b>186,428</b>	<b>18,646</b>	<b>22,898</b>	<b>(4,252)</b>	
<b>Misc./Contingency Expenses:</b>					
Capital Improvements/Contingency	50,000	4,166	15,613	(11,447)	Stocking Ponds with Fish - \$12,082
<b>Total Misc./Contingency Expenses</b>	<b>50,000</b>	<b>4,166</b>	<b>15,613</b>	<b>(11,447)</b>	Replace Canopy Material - \$3,530
<b>Total Expenditures</b>	<b>4,133,309</b>	<b>348,241</b>	<b>403,758</b>	<b>(55,517)</b>	
<b>Total Excess of Revenues (Over/(Under) Expen-</b>	<b>0</b>	<b>3,483,401</b>	<b>3,458,386</b>	<b>(25,015)</b>	
Total Other Financing Sources(Uses)					
Interfund Transfer			0	0	
Total Other Financing Sources(Uses)	0	0	0	0	
Fund Balance, Beginning of Period	0	0	301,181	301,181	
<b>Total Fund Balance, End of Period</b>	<b>0</b>	<b>3,483,401</b>	<b>3,759,567</b>	<b>276,166</b>	



Trout Creek YTD Revenues & Expenditures Thru 10/31/2025

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 010/31/25	YTD Actual Thru 10/31/25	Better/(Worse) Variance	Variance Explanation
<b>Capital Reserve</b>					
	<b>Annual Budget</b>	<b>YTD Budget Thru 010/31/25</b>	<b>YTD Actual Thru 10/31/25</b>	<b>Better/(Worse) Variance</b>	
<b>Revenues</b>					
Interest Earnings					
Interest Earnings	40,000	3,333	1,282	(2,051)	
Special Assessments					
Off Roll	0	0	0	0	
Tax Roll	425,000	425,000	425,000	0	
Total Revenues	465,000	428,333	426,282	(2,051)	
<b>Expenditures</b>					
Contingency					
Capital Outlay	465,000	465,000	0	465,000	
Total Contingency	465,000	465,000	0	465,000	
<b>Total Expenditures</b>	<b>465,000</b>	<b>465,000</b>	<b>0</b>	<b>465,000</b>	
Total Excess of Revenues Over(Under) Expenditures	0	(36,667)	426,282	462,949	
<b>Total Other Financing Sources(Uses)</b>					
Interfund Transfer (Revenue)					
Interfund Transfer(Expense)	0	0	0	0	
Total Other Financing Sources(Uses)	0	0	0	0	
Fund Balance, Beginning of Period	0	0	691,409	691,409	
<b>Total Fund Balance, End of Period</b>	<b>0</b>	<b>(36,667)</b>	<b>1,117,691</b>	<b>1,154,358</b>	

**Trout Creek YTD Revenues & Expenditures Thru 10/31/2025**

<b>Chart of Accounts Classification</b>	<b>Annual Budget</b>	<b>YTD Budget Thru 010/31/25</b>	<b>YTD Actual Thru 10/31/25</b>	<b>Better/(Worse) Variance</b>
<b>Lifestyle Revenues:</b>				
Activity Fees	20,000	1,667	687	(980)
Facilities Rentals	40,000	3,333	2,474	(859)
Special Events Revenue	40,000	3,333	1,277	(2,056)
<b>Total Lifestyle Revenues</b>	<b>100,000</b>	<b>8,333</b>	<b>4,438</b>	<b>(3,895)</b>
<b>Lifestyle Expenses:</b>				
Shuttle Service	15,100	3,020	3,000	20
Special Events	75,000	16,000	10,511	5,489
<b>Total Lifestyle Expenses</b>	<b>90,100</b>	<b>19,020</b>	<b>13,511</b>	<b>5,509</b>
<b>Net Lifestyle Revenue/(Expense)</b>	<b>9,900</b>	<b>(10,687)</b>	<b>(9,073)</b>	<b>1,614</b>
<b>Café Revenue vs Expense</b>				
Café Revenue	35,000	2,917	746	(2,171)
Café Materials	25,000	2,084	557	1,527
<b>Net Café Revenue/(Expense)</b>	<b>10,000</b>	<b>833</b>	<b>189</b>	<b>(644)</b>

## 2024/2025 Capital Expenditures

### O & M - Capital Improvements - Contingency

Fish to Stock Ponds	12,082
Replace Material on Canopy	3,530
Other	<u>1</u>
<b>Total</b>	<b>15,613</b>

### Capital Reserve - Capital Improvements

Other	<u>0</u>
<b>Total Cap Impvts in Capital Rerve Fund</b>	<b>0</b>

**Total Capital Spent : ( Reserve + Bond Fund)                      85,852**

### **Bond Refi Capital Impvts (\$500k Total)**

Good Hope Ct	55,906
Playground - Tot Lot	23,496
Shades For Pool Games	6,450

<b>Total Cap Spent against Bond</b>	<b>85,852</b>
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<b>Misc Net bond proceeds</b>	<b>5,751</b>
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<b>Interest earned</b>	<b>6,108</b>
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<b>Bond Fund Remaining as of 9/30/25</b>	<b>426,007</b>
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*Bills approved to be paid	41,306
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<b>Balance after bills paid</b>	<b>384,701</b>
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\*Balance remaining for Goodhope & Playground

Forecast Actual BOLD is against \$500K Bond

Item	Reserve Component Inventory	2025-2026	2025-2026
	<b>Property Site Elements</b>		
4.011	Artificial Turf, Adventure Park, Replacement		
4.019	Asphalt Pavement, Amenity Center Parking Project (2025 is Planned)- ?	125,000	
4.020	Asphalt Pavement, Patch Repairs, Neighborhoods, Phase 1	9,297	
4.021	Asphalt Pavement, Patch Repairs, Neighborhoods, Phase 2		
4.022	Asphalt Pavement, Patch Repairs, Neighborhoods, Phase 3 (rumble strips)	46,000	
4.023	Asphalt Pavement, Patch Repairs, Shearwater Parkway, Phase 1 (Incl. Kayak Club Parking Area) (2024 is Planned)		
4.024	Asphalt Pavement, Patch Repairs, Shearwater Parkway, Phase 2		
4.025	Asphalt Pavement, Patch Repairs, Shearwater Parkway, Phase 3 (Incl. Timberwolf)		
4.040	Asphalt Pavement, Mill and Overlay, Neighborhoods, Phase 1 ?	160,000	
4.041	Asphalt Pavement, Mill and Overlay, Neighborhoods, Phase 2		
4.042	Asphalt Pavement, Mill and Overlay, Neighborhoods, Phase 3		
4.043	Asphalt Pavement, Mill and Overlay, Shearwater Parkway, Phase 1 (Incl. Kayak Club Parking Area)		
4.044	Asphalt Pavement, Mill and Overlay, Shearwater Parkway, Phase 2		
4.045	Asphalt Pavement, Mill and Overlay, Shearwater Parkway, Phase 3 (Incl. Timberwolf)		
4.080	Asphalt Pavement, Multi-Use Paths, Total Replacement, Phase 1		
4.081	Asphalt Pavement, Multi-Use Paths, Total Replacement, Phase 2		
4.082	Asphalt Pavement, Multi-Use Paths, Total Replacement, Phase 3		
4.085	Boardwalks, Wood, Inspections and Capital Repairs, Phase 1 (Incl. Dock), Partial		
4.086	Boardwalks, Wood, Inspections and Capital Repairs, Phase 2, Partial		
4.087	Boardwalks, Wood, Inspections and Capital Repairs, Phase 3 (Incl. Dock), Partial		
4.088	Boardwalks, Wood, Replacement, Phase 1 (Incl. Dock)		
4.089	Boardwalks, Wood, Replacement, Phase 2		
4.090	Boardwalks, Wood, Replacement, Phase 3 (Incl. Dock)		
4.091	Bulkhead, Masonry, Stone, Inspections and Capital Repairs		
4.100	Catch Basins, Inspections and Capital Repairs, Phased		
4.110	Concrete Curbs and Gutters, Partial		
4.140	Concrete Sidewalks, Non-Residential, Partial		
4.141	Concrete Sidewalks, Residential, Partial		
4.161	Dog Park and Garden Area, Phased (Incl. Shade Structures), Phased	9,630	
4.220	Fences, Chain Link, Dog Park and Garden Area		
4.260	Fences, Vinyl, Entry		
4.301	Golf Carts, Phased + attachment	16,775	
4.410	Irrigation System, Pumps		
4.420	Irrigation System		
4.561	Lights, Holiday Lights and Trees		
4.620	Pavers, Masonry, (Incl. Dog Park and The Playground Areas)		
4.630	Pergola, North Creek Park Trail Install (2025 is Planned)	44,016	
4.631	Pergolas, Adventure Park, Kayak Launch, and The Falls		
4.650	Pipes, Subsurface Utilities, Drain Repair, Phase 3 (2024 is Planned)	17,810	
4.660	Playground Equipment, Adventure Park		
4.661	Playground Equipment, North Creek Park		
4.662	Playground Equipment, Tot Lot (Incl. Kayak Club Exterior Wooden Furniture) (2024 is Planned)	23,496	
4.663	Playground Equipment, The Falls Park		
4.669	Pond Water Columns, Renovation		
4.700	Ponds, Aerators, Phased		

Forecast Actual BOLD is against \$500K Bond

Item	Reserve Component Inventory	2025-2026	2025-2026
4.710	Ponds, Erosion Control, Partial		
4.711	Ponds, Outfalls, Inspections and Capital Repairs (2025 is Planned)	41,025	
4.740	Retaining Walls, Masonry, Inspection and Capital Repairs		
4.800	Signage, Renovation, Entrance, (Incl. Entrance Fence Monuments)		
4.801	Signage, Renovation, Neighborhood Entrances, (Incl. Bridge, Dog Park and Pergola Post Monuments)		
4.803	Signage, Replacement, Street and Traffic		
4.820	Site Furniture, Bronze Monuments, Maintenance		
4.840	Sport Courts, Tennis, Fence		
4.845	Sport Courts, Tennis, Furniture (2024 is Planned)		
4.850	Sport Courts, Tennis, Light Poles and Fixtures		
4.855	Sport Courts, Clay, Scarify, Replenish and Laser Grade		
4.865	Sport Courts, Clay, Surface Replacement		
4.875	Pond 11B Bank (planned for 2025)		
	<b>Entry Pavillion Elements</b>		
5.070	Air Handling and Condensing Units, Split System, Entry Pavillion		
5.072	Paint Finishes, Interior, Entry Pavillion		
5.073	Roofs, Metal, Entry Pavillion		
5.074	Rest Rooms, Renovation, Entry Pavillion		
5.075	Shutters, Aluminum, Entry Pavillion		
5.076	Walls, Masonry, Stone, Inspections and Partial Repairs, Entry Pavillion		
5.077	Walls, Siding, Fiber Cement, Paint Finishes and Repairs, Entry Pavillion		
5.078	Windows and Doors, Entry Pavillion		
	<b>Fitness Center Elements</b>		
5.170	Air Handling and Condensing Units, Split Systems, Fitness Center		
5.171	Exercise Equipment, Strength, Phased		
5.173	Floor Coverings, Rubber		
5.174	Floor Coverings, Vinyl, Fitness Center		
5.176	Furnishings, Exercise Room, Phased		
5.177	Paint Finishes, Interior, Fitness Center		
5.178	Rest Rooms, Renovation, Fitness Center		
5.179	Roofs, Metal, Fitness Center		
5.180	Walls, Masonry, Stone, Inspections and Partial Repairs, Fitness Center		
5.181	Walls, Siding, Fiber Cement, Paint Finishes and Repairs, Fitness Center		
5.182	Windows and Doors, Fitness Center		
	<b>Kayak Club Elements</b>		
5.270	Air Handling and Condensing Units, Split Systems, Kayak Club		
5.271	Floor Coverings, Luxury Vinyl Plank, Kayak Club		
5.272	Floor Coverings, Tile, Hallway		
5.273	Furnishings, Kayak Club, Phased (architecture fees)	5,000	
5.274	Kitchen, Equipment, Amenity Café Updates (2024 and 2027 is Planned), Phased		
5.275	Kitchen, Equipment, Phased		
5.276	Life Safety System, Control Panel, Amenity Area		
5.277	Life Safety System, Emergency Devices, Amenity Area		
5.279	Phone and Data Systems, Amenity Area		

Forecast Actual BOLD is against \$500K Bond

Item	Reserve Component Inventory	2025-2026	2025-2026
5.280	Rest Rooms, Renovation, Kayak Club		
5.281	Roofs, Metal, Kayak Club, (Incl. Party Pavillion and Maintenance Building)		
5.282	Security System, Access System, Amenity Area (2024 is Planned)	10,000	
5.283	Security System, Surveillance System, Amenity Area, Phased		
5.285	Shutters, Aluminum, Kayak Club (Incl. Party Pavillion)		
5.286	Walls, Masonry, Stone, Inspections and Partial Repairs, Kayak Club (Incl. Party Pavillion and Pool Perimeter Wall)		
5.287	Walls, Siding, Fiber Cement, Paint Finishes, Kayak Club (Incl. Party Pavillion)		
5.288	Windows and Doors, Kayak Club (Incl. Party Pavillion)		
	<b>The Outpost Elements</b>		
5.152	Docks, Floating, Kayak Launch		
5.369	Doors, Entrances, Replacement (Incl. Restroom Doors)		
5.370	Furnishings, The Outpost, Phased	11,180	
5.371	Rest Room, Renovation, The Outpost		
5.372	Roofs, Metal, The Outpost		
5.373	Screens and Frames		
5.374	Walls, Siding, Fiber Cement, Paint Finishes and Repairs, The Outpost		
	<b>Pool Elements</b>		
6.200	Deck, Pavers		
6.400	Fence, Aluminum		
6.500	Furniture (Incl. Shade Structures, Canvas) (2024 is Planned)	4,300	
6.501	Furniture, Cushions		
6.502	Furniture, Existing (Incl. Lanai Pool Furniture and Fire Pit Furniture)	39,850	
6.503	Furniture, Outdoor Pool Games	10,000	
6.599	Mechanical Equipment, Heater including Electric/Gas Installation (2025 is Planned)	71,061	
6.600	Mechanical Equipment, Phased ( lazy river pump 2025)		
6.630	Pergola, Party Pavillion		
6.800	Pool Finish,Pebble, Lap Pool (Tiles)	14,843	
6.801	Pool Finish, Pebble, Lazy River (Tiles)	17,196	
6.802	Pool Finish, Pebble, Main Pool	240,783	
6.810	Pool Finish, Tile, Lap Pool		
6.811	Pool Finish, Tile, Lazy River		
6.812	Pool Finish, Tile, Main Pool		
6.870	Pool Racing Lines & Rack & Covers	7,231	
6.870	Shade Structures, Frame		
6.890	Sound System, Pool (2024 is Planned)		
6.975	Water Slide, Fiberglass, Refinishing (2024 is Planned)		
6.980	Water Slide, Fiberglass, Replacement (Incl. Roof and Staircase)		
	Reserve Study Update with Site Visit		
<b>TOTAL PROJECTED RESERVE</b>		924,493	0
<b>TOTAL IN RESERVE STUDY</b>		735,421	
<b>DIFFERENCE Less/(More)</b>		(189,072)	



## Tab 8

ESTIMATE

C Buss Enterprises Inc  
152 Lipizzan Trl  
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com  
+1 (904) 710-8161  
www.cbussenterprises.com



Bill to  
Trout Creek CDD  
3434 Colwell Ave  
Suite 200  
Tampa, FL 33614

Estimate details  
Estimate no.: 1512  
Estimate date: 11/19/2025

PO: LAP POOL

#	Product or service	Description	Qty	Rate	Amount
1.	Tile	GLASS TILE, PER LFT	317	\$12.95	\$4,105.15
2.	Tile	2X6 NON-SKID STEP TILE, PER PIECE	1050	\$6.00	\$6,300.00
3.	Tile	6X6 NON-SKID WATERLINE TILE, PER PIECE	634	\$7.00	\$4,438.00

Total \$14,843.15

Note to customer  
MATERIAL ONLY NO LABOR INCLUDED IN ESTIMATE.

Accepted date Accepted by

ESTIMATE

C Buss Enterprises Inc  
152 Lipizzan Trl  
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com  
+1 (904) 710-8161  
www.cbussenterprises.com



Bill to  
Trout Creek CDD  
3434 Colwell Ave  
Suite 200  
Tampa, FL 33614

Estimate details  
Estimate no.: 1513  
Estimate date: 11/19/2025

PO: LAZY RIVER

#	Product or service	Description	Qty	Rate	Amount
1.	Tile	GLASS TILE, PER LFT	1200	\$12.95	\$15,540.00
2.	Tile	2X6 NON-SKID STEP TILE, PER PIECE	276	\$6.00	\$1,656.00
Total					\$17,196.00

Note to customer  
MATERIAL ONLY NO LABOR INCLUDED IN ESTIMATE.

Accepted dateAccepted by

## **Tab 9**

**MINUTES OF MEETING**

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

**TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **November 19, 2025, at 6:00 p.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

Clint Wright	<b>Board Supervisor, Chairman</b>
Heather Loffredo	<b>Board Supervisor, Vice Chairperson</b>
Jim Breslin	<b>Board Supervisor, Assistant Secretary</b>
Ronnie Murphy	<b>Board Supervisor, Assistant Secretary</b>
Vincent Sajkowski	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Co., Inc</b>
Lesley Gallagher	<b>District Manager, Rizzetta &amp; Co., Inc.</b>
Belynda Tharpe	<b>General Manager, First Service Residential</b>
Jessica Knutelsky	<b>Assistant Manager, First Service Residential</b>
Chris Loy	<b>District Counsel, Kilinski Van Wyk</b>
Roger Claxton	<b>Ruppert Landscaping</b>

Members of the public present.

**FIRST ORDER OF BUSINESS****CALL TO ORDER**

Mr. Wright called the meeting to order at 6:00 p.m.

**SECOND ORDER OF BUSINESS****PLEDGE OF ALLEGIANCE**

The pledge of allegiance was recited.

**THIRD ORDER OF BUSINESS****GENERAL AUDIENCE  
COMMENTS (AGENDA AND  
GENERAL COMMENTS  
LIMITED TO 3 MINUTES EACH)**

No audience comments at this time. Ms. Loffredo confirmed with the audience that there were no comments.

**FOURTH ORDER OF BUSINESS****STAFF REPORTS****A. District Counsel****1) Further Discussion on Developer Negotiations**

Mr. Loy updated the board that after speaking with the developer's attorney, the following offer was being relayed:

- \$445,000 unrestricted funds
- Perpetual license for trademark
- Removing as is language from deed
- District agrees to accept all remaining property from the developer in the district subject to review by the district engineer
- Must be accepted by November 21, 2025.

The meeting was opened back up for audience comments.

**Comments were heard on the following:**

Mr. Laudenslager advised regarding legalized language to be used. He also had comments on the balance of capital project funds.

Comments were also heard on 16A.

Ms. Loffredo read a prepared statement.

The board moved back to District Counsel and the discussion on Developer Negotiations.

Discussion ensued regarding the crosswalk and whether the board will have an opportunity to review the settlement agreement prior to final acceptance.

On a motion by Mr. Murphy, seconded by Mr. Sajkowski, by majority vote, Mr. Breslin and Ms. Loffredo opposed, the Board approved the acceptance of \$445,000 unrestricted funds, a perpetual license for the trademark, removing the as in language from deed, accepting all remaining property from the Developer within the district subject to review and approval by the district engineer. The motion was then prefaced that it would be conditional to these items as well as the developer permitting and constructing the crosswalk at their expense and the acceptance would be subject to a final written settlement agreement that the board would review at the next meeting, for Trout Creek Community Development District.



## 2. Update on Besch & Smith/ Outfall Project

Mr. Loy updated the board that they have been dealing with Prosser's insurer who would not meet without representation. They are issuing counsel and will now schedule the onsite meeting. It was also noted that the repair contract is on hold until the site meeting and it has been confirmed that the contractor is okay with waiting.

## 3. Review Extension of Multi-Use Path to 210

Direction was provided for Mr. Loy, and Mr. Yuro to work with the developer of the 210 parcels on the feasibility of an extension of the multi-use path.

### B. District Engineer

It was requested that Mr. Yuro to be invited to the workshop on December 3<sup>rd</sup> and that the board forward any questions that they have for him in advance. Mr. Wright also requested that a priority list be established for the future.

### C. Landscape Maintenance Service Reports

Mr. Breslin noted weed pressure and Mr. Claxton was going to direct the team to begin hand pulling these weeds the week following Thanksgiving as the recommended approach for this concern.

*The board then moved to the County Tree Replacement Proposals.*

### 2.) County Tree Replacement Proposals - (Under separate cover)- Exhibit A

Mr. Wright reviewed that Prestige had provided a proposal for the areas in the community that they cover, and Rupert did the same for their areas. The board had no objection to moving forward in this manner.

*The board then moved back to the Phase 2 – Prestige Addendum and Rupert Amendment.*

### 1.) Phase 2 - Prestige Addendum and Ruppert Amendment

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the board accepted the Phase 2 - Prestige Addendum and Ruppert Amendment, for Trout Creek Community Development District.
--

Mr. Sajkowski then proposed having the pond banks in the gated section mowed by Prestige who had said that they would add this at no additional cost. Discussion ensued regarding HOA covenants, something formal in writing from Prestige reflecting no charge and aquatics maintenance.

No action was taken on this matter to allow district counsel to further research until the next meeting.

It was noted that the HOA Manager would be attending the CDD workshop. The board authorized Mr. Loy to work with the HOA regarding pond maintenance and mowing prior to the December workshop.

Ms. Loffredo requested that a letter be sent to the HOA noting the CDD's support of allowing residents to have basketball nets in their driveway on their property.

#### **D. Pond Aquatics Service Reports**

No comments.

#### **E. General Manager**

There were no questions on the general manager's report found in the agenda. Ms. Tharpe did note that she is working on a list of items for the workshop in December which includes dog park hours & lighting, pickleball courts and the reuse water line.

#### **F. District Manager**

##### **1.) Variance Report Presented by Supervisor Murphy**

Ms. Dobbins updated the board that the water damage claim had been processed and a check in the amount of \$2,000 had been received.

Ms. Dobbins was directed to add a shade session to the December 17<sup>th</sup> meeting and advertised for such noting that it would be to discuss litigation between VerdeGo and the District at 5:30 pm and that district counsel, litigation counsel, the board and district manager would be noted to be attending.

The board directed Ms. Dobbins to pay the full annual amount to Poolsure as the district had done in the past to take advantage of a 5% discount.

Mr. Murphy then reviewed motions that were made at the prior meeting and her request to revise some of the previously approved motions. Mr. Murphy then made the following motions.

- Straight Pressure Washing in the amount of \$28,000 to be paid out of the operation and maintenance budget from the miscellaneous contingency line and not from the capital reserve as previously motioned. Simpson Pressure Cleaning Trailer 3200 PSI option in the amount of \$4,499 to be paid from the capital reserve fund rather than the operation and maintenance budget as previously motioned.

On a motion by Mr. Murphy, seconded by Ms. Loffredo, with all in favor, the board accepted the noted changes by Ms. Murphy to prior motions for Straight Pressure Washing and the Simpson Pressure Cleaning trailer, for Trout Creek Community Development District.

Mr. Murphy then clarified which capital reserve items should be paid against the capital project fund (2025 Refunding Bond Improvements) in fiscal year 2025/2026 noting the aim to zero out the balance of the account in fiscal year 2025-2026 with the following approved projects as shown in Exhibit B:

Balance of Good Hope Ct.	\$ 17,810
Balance of Kompan Playground	\$ 23,296
Golf Cart	\$ 12,275
Pergola	\$ 44,016
Dog Park/Garden Shades	\$ 9,630
Outpost Furniture	\$ 11,180
Fun Pool Resurfacing	\$245,783
Pool Heater	\$ 50,445
	\$414,635

Pool Heater Install (electrical and gas) \$15,000-\$20,000 (estimate).

Any other capital reserve fund projects will come from the reserve fund.

On a motion by Mr. Murphy, seconded by Ms. Loffredo, with all in favor, the board approved the projects noted on Exhibit B to be paid from the capital project fund (2025 refunding bond improvements), for Trout Creek Community Development District.

## FIFTH ORDER OF BUSINESS

## REVIEW OF AMENITY SUSPENSION

Discussion ensued regarding property owners not being present and carrying the suspension until they appear before the board. Mr. Loy noted that he cannot support an indefinite suspension.

Suspension decision stands until April 2026, unless the property owners are present to have this reconsidered.

## SIXTH ORDER OF BUSINESS

## DISCUSSION REGARDING INTEREST OPTIONS FOR NEW RESERVE/REFI FUNDS

Audience member, Mr. Laudenslager, made a power point presentation to the board and audience regarding district finances and his recommendations.

Mr. Loy noted that some of the recommendations for debt service funds being held before submitting to the trustee that Mr. Laudenslager raised were public finance questions and consultation with Bond Counsel would need to be consulted and that the risk is far too great until Bond Counsel can confirm. Given this the board agreed to continue to as is until Bond Counsel could clarify.

The board then reviewed interest options for the new reserve/refi funds found under tab 5 of the agenda that were tabled at the last meeting. Discussion ensued regarding the number of accounts and what funds were being designated for each.

On a motion by Mr. Breslin, seconded by Ms. Loffredo, with all in favor, the board approved opening two new accounts with one for the reserve fund FY 25/26 and one revenue account to also include the refinance proceeds and any funds received from the developer with both accounts being set up as FL Class Intergovernmental Pool with current interest rate of 4.04% and if the accounts cannot be separated into separate pools the reserve should be placed in the intergovernmental FL Class pool and both the revenue and funds from the developer to be placed in the Valley money market account, for Trout Creek Community Development District.

A one-page report with balances was requested for each meeting.

#### SEVENTH ORDER OF BUSINESS

#### DISCUSSION REGARDING ESTABLISHMENT OF FINANCE WORKING GROUP

Mr. Loy reviewed Sunshine law and impacts on working groups. The board would review this further at the workshop as finance update item.

#### EIGHTH ORDER OF BUSINESS

#### DISCUSSION REGARDING DISTRICT MANAGEMENT RFP

On a motion by Ms. Loffredo, seconded by Mr. Murphy, with all in favor, the board approved the District Management RFP template that was circulated by District Counsel previously with the addition of requesting copies of sample financial reports, monthly financial and budgets and requested presentations taking place at the December meeting, for Trout Creek Community Development District.

**NINTH ORDER OF BUSINESS****BUSINESS ADMINISTRATION -  
CONSENT AGENDA**

**A.) Consideration of Minutes for the Board of Supervisors' Meeting held on  
October 29, 2025**

**B.) Consideration of Minutes for the Workshop held on November 5, 2025**

**C.) Ratification of the Operation and Maintenance Expenditures for  
October 2025**

**D.) Consideration of Resolution 2026-03, FY 25 Budget Amendment**

**E.) Acceptance of FY 2024-2025 Goals and Objectives Report**

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on October 29, 2025, the minutes of the Workshop held on November 5, 2025, Ratification of the Operation and Maintenance Expenditures for October 2025 in the amount of \$326,940.35, Resolution 2026-03, FY 25 Budget Amendment, FY 2024-2025 Goals and Objectives Report, for Trout Creek Community Development District.

**TENTH ORDER OF BUSINESS****SUPERVISOR REQUESTS**

Mr. Murphy requested the architect review alternate kitchen locations.

Mr. Wright requested a running list of repairs for infrastructure for spring of next year.

The meeting was opened back up to audience comments. Audience comments were heard on the following: fence on 16 and gaps that need repairs, construction hours, signed support of a wall and further finance discussion by the Board.

Mr. Loy updated the board that he did hear back from Bond Counsel during the meeting and the recommendation by Mr. Laudenslager to hold debt service funds was not possible and it was confirmed that bond funds must be transferred to the trustee immediately.

*Ms. Loffredo left the meeting.*

**ELEVENTH ORDER OF BUSINESS****ADJOURNMENT**

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board adjourned the meeting at 8:26 p.m., for Trout Creek Community Development District.

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Secretary /Assistant Secretary

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Chairman / Vice Chairman

# **Exhibit A**





**November 12, 2025**

**322 Paseo Reyes Drive  
St. Augustine , FL 32095**

**Attn: Jessica**[jessica.knutelsky@fsresidential.com](mailto:jessica.knutelsky@fsresidential.com)

**Re: Oak and Maple Tree plantings**

Ruppert Landscape proposes to furnish all materials, labor, and equipment necessary to perform the following Landscape Enhancement at **Trout Creek CDD Phase 2**. Specifically, the scope of work shall be as described here in.

**Scope of Work: This proposal is to plant 21 trees and add bubblers to each tree. We will plant 11 4 in Live oaks and 10 4 inch red maples**

**Plants:**

<b>Plant Description</b>	<b>Quantity</b>	<b>UM/Size</b>
Live Oak	11	4 inch
Red Maple	10	4 inch

**Miscellaneous:**

<b>Description</b>
Irrigation/Bubbler

**Total price\* :                      \$28,439 \_\_\_\_\_ Initial**

- Installation of plant material, sod, and seed shall be in accordance with generally excepted state/local industry specifications and guidelines.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization, unless otherwise indicated.

Ruppert Landscape, Inc.  
2105 Harbor Lake Drive ■ Fleming Island, FL 32003  
Office 904-778-1030 ■ Fax 301-482-0303 ■ [www.ruppertlandscape.com](http://www.ruppertlandscape.com)

- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.
- Ruppert Landscape is not liable for damage to, or resulting from, undisclosed subsurface utilities and structures that are not properly identified. If hand digging is required to avoid utilities, Ruppert Landscape will notify the customer immediately and bill for the additional costs on a time and materials basis.
- Proposal is based on reasonable access to all areas by construction equipment such as backhoes and skidsteer loaders. If access is restricted, Ruppert Landscape will notify the customer immediately and will bill for additional costs on a time and materials basis.
- Proposal is based on all work areas being free of major subsurface obstructions such as rock, hardpan, clay, water, contaminated soils and miscellaneous construction debris that conflict with the completion of our work. If hidden obstructions are encountered, Ruppert Landscape will notify the customer immediately and will bill the additional costs incurred on a time and materials basis.
- Ruppert Landscape will not be responsible for damages to existing landscape or structures due to actions or conditions beyond our control including but not limited to: Acts of God, weather, neglect, vandalism, theft, etc.
- Proposal based on receiving curb lane access provided by Owner/General Contractor as may be required for Ruppert Landscape installations.
- All newly installed plant material shall be covered by a one time, six month replacement warranty, which does not cover acts of God or vandalism, and is contingent upon proper watering and maintenance being provided for by the owner.
- Initial watering will be provided upon installation;
- Subsequent watering is to be provided by the property owner unless preapproved by the owner as an additional service to be billed on a time plus material basis, at the rates noted below.
  - Hand-watering by garden hose from a private water source on-site is \$60.00 per hour.
  - Hand-watering by hose from a metered public source (hydrant) is \$70.00 per hour.
  - Tank-truck watering, from a metered public source (hydrant), is \$100 per hour.

Subsequent watering will be provided by Ruppert Landscape on a time and materials basis according to the above-provided rates which supersede all previously provided rates. Frequencies and schedules will be determined by site conditions.

**Additional watering:** YES \_\_\_\_\_ NO \_\_\_\_\_

### **Terms and Conditions**

- Pricing does not include state and local taxes but will be invoiced where applicable.

Ruppert Landscape, Inc.  
2105 Harbor Lake Drive ■ Fleming Island, FL 32003  
Office 904-778-1030 ■ Fax 301-482-0303 ■ [www.ruppertlandscape.com](http://www.ruppertlandscape.com)

- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor's processing of invoices through a third-party servicer, with any such fees or costs being added to the Owner's invoice as an additional sum owed to the contractor.
- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.
- This proposal shall only be valid for Thirty (30) days. After that time unit prices will need to be readjusted.
- If this proposal meets your approval, please sign and return one copy.

My contact information is shown below. If you have any questions please contact me.  
Thank you.

**Acceptance of Proposal:**

**jessica.knutelsky@fsresidential.com**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Ruppert Landscape LLC**

**Kyle Carasea**

**813-293-0587 cell**

**kcarasea@ruppertcompanies.com**

Date: \_\_\_\_\_



## Landscape Proposal

Job Name: Live Oak Mitigation  
Property Name: Trout Creek CDD ph1  
Client: Belynda Tharpe  
Address:  
City/State/Zip:  
Phone:

Proposal # 10jx1080.101  
Date: November 13, 2025

Prestige Landscapes of NF, Inc. will complete the work described below:

### Description

Prestige Landscapes proposes to install 4" cal. Live Oaks ph1 Trout Creek CDD. These trees are for tree mitigation needed from the removal of Live Oaks and Red Maples along Timberwolf Tr. due to JEA mainline being installed in conjunction with the new sports complex.

This proposal is requested by CDD management. All trees will be warranted for the entirety on PLI's maintenance contract. Irrigation will be adjusted to ensure proper water requirements throughout the establishment period.

Materials & Services	Quantity	Unit Price	Total
Live Oak 4" cal.	4 \$	784.70 \$	3,138.80
Pine Straw	8 \$	9.73 \$	77.84

**TOTAL PRICE** \$ **3,216.64**

### ACCEPTANCE OF TERMS

Signature below authorizes Prestige Landscapes of NF to perform work as described above and verifies that the prices and specifications are hereby accepted.

Payment terms: Net 30 days. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Prestige Landscapes control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Client:

Prepared by:

*Prestige Landscapes of North Florida, Inc.*

Date:

Date: November 13, 2025



## Landscape Proposal

Job Name: Timberwolf Oak & Maple Mitigation  
Property Name: Trout Creek CDD ph3  
Client: Belynda Tharpe  
Address:  
City/State/Zip:  
Phone:

Proposal # 10jx1082.101  
Date: November 13, 2025

Prestige Landscapes of NF, Inc. will complete the work described below:

### Description

Prestige Landscapes proposes to install 4" cal. Live Oaks and 4" cal. Red Maple's through out ph3 Trout Creek CDD. These trees are for tree mitigation needed from the removal of Live Oaks and Red Maples along Timberwolf Tr. due to JEA mainline being installed in junction with the new sports complex.

This proposal is requested by CDD management. All trees will be warrantied for the entirety on PLI's maintenance contract. Irrigation will be adjusted to ensure proper water requirements thought the establishment period.

Materials & Services	Quantity	Unit Price	Total
Live Oak 4" cal.	9	\$ 784.70	\$ 7,062.30
Red Maple 4" cal.	10	\$ 784.70	\$ 7,847.00
Pine Straw	38	\$ 9.73	\$ 369.74
<b>TOTAL PRICE</b>		<b>\$</b>	<b>14,909.30</b>

### ACCEPTANCE OF TERMS

Signature below authorizes Prestige Landscapes of NF to perform work as described above and verifies that the prices and specifications are hereby accepted.

Payment terms: Net 30 days. All overdue balances will be a charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Prestige Landscapes control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Client:

Prepared by:

*Prestige Landscapes of North Florida, Inc.*

Date:

Date: November 13, 2025

# **Exhibit B**

At CDD meeting on 10/29/2025:

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor,

1) The Board approved the option from Sunshine State Solutions of N. Florida for the base wooden pergola without roof in the amount of \$44,016 to be paid from the capital reserve,

2) approved the straight pressure estimate in the amount of \$28,000 to be paid from the capital reserve,

3) approved the 3200 PSI option in the amount of \$4499 to be paid from the O&M budget,

4) approved the Southern Breeze outpost furniture proposal in the amount of \$11,180 to be paid from the capital reserve,

5) approved the Southern Breeze kayak club furniture proposal in the amount of \$39,850 to be paid from the capital reserve,

I, Ronnie Murphy make a motion to revise some items in above approved motion.

**Item # 2**, the Straight Pressure Washing in amount of \$28,000, should not be paid from the capital reserve. It should be an O & M expense and be paid from the Misc Contingency line

**Item # 3**, the 3200 PSI option in the amount of \$4,499 should be paid from the capital reserve instead of O& M



I Ronnie Murphy make a motion to clarify which Capital Reserve items should be paid against the **Capital Project Fund** (2025 Refunding Bonds Improvements) in 2025/2026, with an aim to zero out balance of account in with the below 2025/2026 approved projects

Balance of Good Hope Ct	\$17,810
Balance of Kompan Playground	\$23,296
Golf Cart	\$12,275
Pergola	\$44,016
Dog Park/Garden shades	\$9,630
Outpost Furniture	\$11,180
Fun Pool Refinishing	\$245,783
Pool Heater	<u>\$50,445</u>
	\$414,635
Pool Heater install (electrical & gas)	\$15,000-\$20,000 (estimate)
Pay from balance as of 9/30/2025	\$424,595
(Plus any interest incurred)	

**Any other Capital Reserve Fund Projects will come from the Reserve Fund**

## **Tab 10**

**MINUTES OF MEETING**

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

**TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

The **workshop** of the Board of Supervisors of Trout Creek Community Development District was held on **December 3, 2025, at 10:00 a.m.** at The Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

**Attended:**

Clint Wright	<b>Board Supervisor, Chairman</b>
Heather Loffredo	<b>Board Supervisor, Vice Chairperson</b>
Jim Breslin	<b>Board Supervisor, Assistant Secretary</b>
Ronnie Murphy	<b>Board Supervisor, Assistant Secretary</b>
Vincent Sajkowski	<b>Board Supervisor, Assistant Secretary</b>

**Also present were:**

Belynda Tharpe	<b>General Manager, First Service Residential</b>
Jessica Knutelsky	<b>Assistant Manager, First Service Residential</b>
Mike Yuro	<b>District Engineer, Yuro &amp; Associates LLC</b>

Members of the public present.

**FIRST ORDER OF BUSINESS****CALL TO ORDER**

Mr. Wright called the meeting to order at 10:01 a.m.

**SECOND ORDER OF BUSINESS****C-BUSS PRESENTATION /  
POOL TILE OPTIONS**

The Board discussed the C-Buss presentation and reviewed pool tile options. A tile selection was made for the Board to receive proposals for purchasing additional tiles for the lap pool and lazy river to ensure a consistent pattern for future refinishing needs.

**THIRD ORDER OF BUSINESS****CHARLES AQUATICS – POND  
MAINTENANCE UPDATE**

Charles Aquatics provided an update on pond maintenance and discussed the need to stock Phase 3 carp and install barriers. Charles Aquatics will present a formal bid for Board consideration at the December meeting.

**FOURTH ORDER OF BUSINESS****ENGINEER UPDATES / MULTI-  
USE PATH TO CR 210**

The Board received updates from Mr. Yuro and reviewed the multi-use path to CR 210. The Board directed Mr. Yuro to bring back:

- Proposals for asphalt testing
- A bid for crossing lights at the third roundabout
- A crosswalk bid/update for the December meeting

Mr. Yuro will also provide additional information and/or bids regarding a future connection from the CR 210 shops to the golf cart path.

**FIFTH ORDER OF BUSINESS****ADDITIONAL AMENITY AND  
GOLF CART INFRASTRUCTURE  
DISCUSSION**

The Board discussed various topics with Mr. Yuro including additional amenities and golf cart infrastructure throughout the community. Mr. Yuro will bring back further information later.

**SIXTH ORDER OF BUSINESS****WOODLAND MAINTENANCE –  
RETENTION PONDS**

The Board discussed the assumption of Woodland maintenance for the four retention ponds. It was confirmed that Charles Aquatics is the current vendor. With no HOA representative present, the item was tabled until the January meeting.

**SEVENTH ORDER OF BUSINESS****DOG PARK HOURS AND  
LIGHTING**

The Board discussed dog park hours and lighting concerns. Staff were directed to obtain quotes and outline requirements for improvement.

**EIGHTH ORDER OF BUSINESS****RIDGELINE REUSE WATERLINE  
WORK**

Ms. Tharpe and Ms. Knutelsky updated the Board regarding the Ridgeline reuse waterline project and anticipated start dates. The Board requested that no work begin until summer when school is not in session.

**NINETH ORDER OF BUSINESS****CAFÉ IMPROVEMENTS**

The Board discussed potential café improvements. No formal quotes or information have yet been presented, and the Board expects to receive additional details at a future meeting.

**TENTH ORDER OF BUSINESS****FINANCIAL DISCUSSION**

The Board briefly discussed finances. No action was taken, and relevant items will be added to the January meeting agenda for further discussion.

**ELEVENTH ORDER OF BUSINESS****STREAMING SERVICE /  
CONNECTIVITY FOR MEETINGS**

The Board discussed streaming service capabilities for meeting broadcasts. Updated quotes will be reviewed at the December meeting.

**TWELFTH ORDER OF BUSINESS****RYAN HOMES FENCE FOLLOW-  
UP**

Mr. Wright directed staff to follow up on the Ryan Homes fence to ensure there are no current maintenance issues. Staff confirmed no resident work requests have been received to date.

**THIRTEENTH ORDER OF BUSINESS****ADJOURNMENT**

Audience comments were received. The meeting adjourned at 12:18 pm.

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Secretary /Assistant Secretary

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Chairman / Vice Chairman