



Rizzetta & Company

# **Trout Creek Community Development District**

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**Board of Supervisors'  
Meeting  
January 22, 2026**

**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

Lesley Gallagher

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

January 14, 2026  
Rev. January 21, 2026

## REVISED FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **January 22, 2026, at 6:00 p.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

### 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. **STAFF REPORTS**
  - A. District Counsel
    1. Status of Settlement Agreement with Developer
      - a. Presentation of Draft Settlement Agreement..... Tab 1
    2. Discussion Regarding Scenic Buffer Concerns
  - B. District Engineer
    1. Consideration of Road Resurfacing Proposals ..... Tab 2
    2. Outflow Updates
  - C. Landscape Maintenance Service Reports ..... Tab 3
    1. Consideration of Prestige Landscape Proposals
  - D. Pond Aquatics Service Reports ..... Tab 4
    1. Ratification of Charles Aquatics Service Proposal Adding 4 Ponds
  - E. General Manager ..... Tab 5
    1. Consideration of Request for HUB Early Closure on January 23, 2026
    2. Consideration of Falls Park Improvement Proposal(s)
    3. Consideration of Outpost Fire Pit Proposal and Rental Reservations
  - F. District Manager ..... Tab 6
    1. Variance Report by Supervisor Murphy
5. **BUSINESS ITEMS**
  - A. Consideration of Tennis Fence and Gate Repair Proposals ..... Tab 7
  - B. Consideration of Meeting Audio/Visual Broadcasting Proposals..... Tab 8
  - C. Consideration of First Amendment to Pool Resurfacing Agreement  
- Project Timeline & Plaster Selection – *Under Separate Cover*
  - D. Consideration of Seaforth Golf Cart Area Improvements Proposal ..... Tab 9
  - E. Discussion of Dog Park Hours of Operation and Lighting ..... Tab 10
  - F. Consideration of Nadar's Fire Ant Pest Control Service Agreement ..... Tab 11
  - G. Consideration of District Management Contracts ..... Tab 12

**6. BUSINESS ADMINISTRATION - CONSENT AGENDA**

- A. Consideration of Minutes for the Board of Supervisors' Meeting held on December 17, 2025 ..... Tab 13
- B. Consideration of Minutes for the Workshop held on January 6, 2026 ..... Tab 14
- C. Ratification of Operations & Maintenance Expenditures for November 2025 ..... Tab 15
- D. Ratification of License Agreement with 360 Communities at Shearwater .... Tab 16
- E. Ratification of the Actions of the Chairman and Staff Relating to Reimbursing Resident's Catering and Rental Cost ..... Tab 17
- F. Ratification of Requisitions CR 6 through 9, Series 2025 and CR 52 Series 2018 ..... Tab 18

**7. SUPERVISOR REQUESTS**

**8. BUSINESS ITEMS – B**

**A. Discussion of District Security Systems\***

**\*Note: In accordance with Sections 119.071(3)(a) and 286.0113(1), Florida Statutes, a portion of the meeting will be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer.**

**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**

## SETTLEMENT AND MUTUAL RELEASE AGREEMENT

**THIS AGREEMENT (“Agreement”)** is made and entered 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, with an address c/o FCS Management Group LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”), and

**WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, the owner of certain lands within the boundaries of the District, with an address at 500 Boylston Street, Suite 2010, Boston, MA 02116 (“**Landowner**”, and together with the District, “**Parties**”).

### RECITALS

A. The District was established by Ordinance No. 2014-44 adopted by the Board of County Commissioners in and for St. Johns County, Florida, on October 21, 2014, with an effective date of October 28, 2014 (the “**Ordinance**”) for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure.

B. Landowner is the owner of certain lands in St. Johns County, Florida, located within the boundaries of the District and that is commonly referred to as “Shearwater” (“**Development**”).

C. Landowner has constructed or will construct, at Landowner's sole cost and expense and in compliance with all applicable laws, regulations, certain infrastructure improvements, facilities, and services on lands within the District (“**Improvements**”).

D. In accordance with governing documents for the District, the Landowner intends to transfer to the District certain lands now or in the future, free and clear of all liens, encumbrances, and defects in title, except as may be approved in writing by the District.

E. In particular, Landowner intends to transfer to the District, contemporaneously with this Agreement, the lands described on **Exhibit “A”** for which Improvements are completed (the “**Current Parcels**”).

F. Further, Landowner intends to transfer to the District in the future, the lands described on **Exhibit “B”** for which Improvements will be constructed (the “**Future Parcels**”).

G. As of each Acquisition Date (as hereinafter defined), Landowner desires to convey, or assign as applicable and to the extent permitted, and the District desires to acquire, the Improvements and the real property sufficient to allow the District to own, operate, and maintain the Improvements upon the terms and conditions contained herein.

H. Landowner agreed to certain concessions based on the District’s concerns in

exchange for the District agreeing to accept conveyance of the Improvements, Current Parcels, and Future Parcels.

**NOW, THEREFORE,** based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, and intending to be legally bound, the District and the Landowner agree as follows:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

**2. INTENT.** The Parties believe that it is in their best interests to resolve amicably their disputes and reached an agreement in full and final settlement of all issues and claims in dispute relating to land dedication, capital improvement projects, repair and maintenance projects, ongoing construction projects, and all other matters and disputes that currently exist or have existed at any time prior to the Effective Date (defined hereinafter) between or among them, as set forth herein.

**3. ACQUISITION DATE.** The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement with regard to the Current Parcels contemporaneously (or as soon as practical thereafter) with the Effective Date of this Agreement (the “**Initial Acquisition Date**”) and with regard to the Future Parcels on that date that is fifteen (15) business days after (i) completion of construction of the Improvements on such Future Parcels in accordance with District standards and all applicable laws and regulations, (ii) approval by the District Engineer of such completed Improvements, (iii) receipt by the District of all required warranties, guarantees, and as-built drawings, and (iv) approval by the Board of Supervisors of the District at a public meeting (the “**Future Acquisition Date**”). If the Initial Acquisition Date does not occur contemporaneously (or as soon as practical thereafter) with the Effective Date for any reason, the Initial Acquisition Date shall be the date that is fifteen (15) business days after all conditions precedent in Section 5 have been satisfied.

**4. ACQUISITION OF LAND.** The Landowner represents and warrants that it owns the Current Parcels and Future Parcels in fee simple, free and clear of all liens, encumbrances, easements, and restrictions except those of record and approved in writing by the District, along with certain Improvements located thereon or that will be located thereon in the future.<sup>1</sup> The District agrees to acquire marketable fee simple title to the Current Parcels, along with the Improvements located thereon, on the Initial Acquisition Date and the Future Parcels, along with the Improvements located thereon, on the Future Acquisition Date, subject to the District Engineer’s inspection and approval of the Improvements to determine whether the Improvements located on the Current Parcels and Future Parcels have been constructed and are operating in substantial compliance with the plans, specifications, and permits approved by St. Johns County (the “**County**”), and the Current Parcels and Future Parcels are in compliance with all applicable laws, codes, and regulations. The District's obligation to acquire is expressly conditioned upon the District Engineer's issuance of an Engineer's Certificate certifying compliance with all such

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<sup>1</sup> The District owns certain Improvements on the Current Parcels and Future Parcels and Landowner makes no representation or agreements regarding same.

requirements. The District Engineer will issue an “**Engineer’s Certificate**”, a form of which is attached hereto as **Exhibit “C”**. If District Engineer determines that the Improvements located on the Current Parcels or the Future Parcels have not been constructed or are not operating in substantial compliance with the plans, specifications, and permits approved by the County or the Current Parcels or Future Parcels are in violation of any applicable laws, codes, or regulations, the Landowner shall, at Landowner's sole cost and expense, cause such repairs, corrections, or modifications to bring the Improvements, Current Parcels, and Future Parcels into substantial construction and operating compliance with the plans, specifications, permits, laws, codes, and regulations within sixty (60) calendar days of receiving written notice from the District Engineer specifying the deficiencies. If the Landowner fails to cure such deficiencies within the sixty (60) calendar day period, the District shall have no obligation to acquire the affected parcels and may, at its sole discretion, either (a) terminate this Agreement with respect to the non-compliant parcels without penalty or liability, or (b) extend the cure period for an additional thirty (30) calendar days upon written notice to Landowner. To affect such conveyance, Landowner will execute and deliver to the District a deed in the form attached as **Exhibit “D”**. The Landowner shall pay all required closing costs (including but not limited to documentary stamps, recording fees, title insurance premiums, survey costs, outstanding taxes for the applicable tax year, etc.) for the conveyance of the Current Parcels and Future Parcels. The Landowner shall be responsible for all taxes and assessments levied on each of the Current Parcels and Future Parcels through the next succeeding tax/fiscal year, and shall provide evidence of payment of all such taxes and assessments at closing.. Landowner and District agree to reasonably cooperate in the transfer of any permits to the District or any governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement. Landowner agrees to pay any costs charged by the permitting entities associated with same and shall complete all permit transfers prior to or simultaneously with the conveyance of the applicable parcels. Landowner warrants that all permits are valid, in good standing, and transferable, and that there are no violations, pending enforcement actions, or conditions that would prevent transfer of such permits. When all conditions of Section 5 of this Agreement are met and the District has provided written confirmation of same, Landowner may finalize, execute, and record the applicable conveyance documents. The District shall provide such written confirmation within ten (10) business days of all conditions being satisfied.

**5. FUTURE PARCEL IMPROVEMENTS.** The District acknowledges that Landowner has not completed certain Improvements on the Future Parcels. When the Improvements on the Future Parcels (as set forth in the plans, and specifications, and permits for the Future Parcels submitted to the County, as defined below) are completed and the Future Parcels are otherwise ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing by email correspondence to District Counsel at [chrisl@cddlattorneys.com](mailto:chrisl@cddlattorneys.com) and [jennifer@cddlattorneys.com](mailto:jennifer@cddlattorneys.com), or at such email addresses as provided in writing by the District to Landowner by notice as required below. Within sixty (60) days of the District’s receipt of such notice from Landowner, the District shall have the right, but not the obligation, to have the District Engineer inspect the Improvements and the Future Parcels to determine whether or not the Improvements located on the Future Parcels have been constructed in substantial compliance with the plans, and specifications, and permits approved by the St. Johns County (the “County”), that such Improvements are operating according to all such plans, specifications, and permits, and the Future Parcels are in compliance with all laws, codes, and regulations. If the District

Engineer determines, in the District Engineer's reasonable discretion, that such Improvements are constructed and operating according to the plans, specifications, and permits approved by the County and the Future Parcels are in compliance with all laws, codes, and regulations, as such is set forth in an Engineer's Certificate, the District shall accept conveyance as set forth in Section 4 above. If the District Engineer identifies any Improvements that the District Engineer reasonably believes were not constructed or operating in substantial accordance with the plans, specifications, and permits approved by the County, or if the Future Parcels are not in compliance with all applicable laws, codes, and regulations specifications approved by the County, Landowner shall, at Landowner's sole cost and expense, promptly cause such repairs, corrections, or modifications to such Improvements or Future Parcels as required by the District Engineer, and shall complete such work within sixty (60) days of receiving written notice from the District Engineer specifying the deficiencies, or such longer period as may be reasonably necessary for the scope of work required to confirm such Improvements are constructed and operating in accordance with the plans, and specifications, and permits approved by the County and the Future Parcels are in compliance with all laws, codes, and regulations. Upon confirmation by the District Engineer of Record, the District shall accept conveyance as set forth in Section 4 above. All costs for the District's initial inspection under this Section 5 shall be borne by the District. If the District Engineer identifies deficiencies requiring repairs, corrections, or modifications, the costs of any subsequent re-inspections to verify completion of such work shall be borne by the Landowner. For clarification, Landowner assumes no responsibility for and makes no commitments regarding any Improvements constructed by or otherwise owned by the District, except as expressly provided in this Agreement. Notwithstanding the foregoing, Landowner shall remain responsible for any damage to District-owned Improvements caused by Landowner's construction activities on adjacent properties.

**6. FUNDS TO THE DISTRICT.** In consideration for the District's promises made herein, Landowner agrees to cause to be paid to the District funds in the amount of FOUR HUNDRED FORTY-FIVE THOUSAND DOLLARS AND 00/100 (\$445,000.00) (the "**Payment Amount**"). Such Payment Amount shall be comprised of District reserve funds pursuant to the District's Third Supplemental Indenture, supplemented by Landowner funds as required to reach the full Payment Amount. With regard to the reserve funds, Landowner irrevocably waives and releases any and all rights to claim entitlement to reimbursement or entitlement to any deferred costs under any District bond series and all reserves under the debt service reserve fund reductions pursuant to the Series 2020 and Series 2022 bonds, with regard to funds in the actual amount of \$225,268.75 (the "**Bond Release**"), as confirmed by the District's bond trustee. Landowner agrees to cooperate with the District to execute any documents required to give effect to such waiver and release. With regard to the remaining \$219,731.25 of the Payment Amount (the "**Cash Payment**"), Landowner agrees to pay such amount to the District no later than thirty (30) days after the date on which the District adopts any and all required documents to authorize the conveyance of the Current Parcels as contemplated herein. Time is of the essence with respect to this payment obligation. If Landowner fails to make the Cash Payment within such thirty (30) day period, Landowner shall pay interest on the unpaid amount at the rate of eight percent (8%) per annum from the due date until paid in full, and the District may, at its option, suspend performance of its obligations under this Agreement until payment is received in full. The Payment Amount, comprised of the Bond Release and the Cash Payment, together with the Landowner's full performance of all other obligations under this Agreement, is

made in full satisfaction of all outstanding disputes between the District and Landowner that are known as of the Effective Date and relate to the matters specifically addressed in this Agreement. This release does not extend to any future claims arising from Landowner's breach of this Agreement or claims arising from matters not related to the disputes resolved herein.

**7. LICENSE AGREEMENT.** Landowner agrees to execute and deliver the license agreement attached as **Exhibit "E"** in recordable form simultaneously with the recording of the deed conveying the Current Parcels, and such execution and delivery is a condition precedent to the District's obligation to accept conveyance of the Current Parcels.

**8. CROSSWALK.** Landowner has constructed a crosswalk in accordance with the plans and specifications attached as **Exhibit "F"** (the "**Crosswalk**"). Within thirty (30) days of the Effective Date, the District shall have the right, but not the obligation, to have the District Engineer inspect the Crosswalk to determine whether the Crosswalk has been constructed in substantial compliance with the plans, specifications, and permits approved by the County and execute an Engineer's Certificate. If so, Landowner shall have no further obligation regarding the Crosswalk. If the District Engineer believes the Crosswalk was not constructed in substantial accordance with the plans, specifications, and permits approved by the County, Landowner shall make such repairs to the Crosswalk as required by the District Engineer to confirm such improvements are constructed in accordance with the plans, specifications, and permits approved by the County.

**9. LANDOWNER'S RELEASE OF THE DISTRICT.** Landowner, for and on behalf of itself and each of its predecessors, successors, and assigns, officers, directors, members, managers, shareholders, partners, parents, subsidiaries, affiliates, employees, attorneys, insurers, principals, agents, representatives, and any other person or entity that may possess the capacity to bring claims on their behalf, hereby forever releases, remises, acquits, waives, and discharges the District, and each of its predecessors, successors, supervisors, assigns, officers, directors, members, managers, shareholders, partners, parents, subsidiaries, affiliates, successors, assigns, employees, attorneys, insurers, principals, agents, heirs, representatives, contractors, and all persons or companies acting by, through, under, or in concert with them (the "**District Released Parties**"), in their representative and individual capacities, of and from any and all claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, remedies, demands, debts, damages, losses, liabilities, attorneys' fees, costs, compensation, or accountings of whatever nature, at law or in equity, at common law, statutory, or otherwise, known, past or present, fixed or contingent, asserted or not asserted, which Landowner has now, may have had, or in the future could have, whether they have been asserted or could have been asserted, arising from or relating to the matters set forth in this Agreement and any other matter existing between the Parties as of the Effective Date, except for the rights and obligations set forth in this Agreement. The release set forth herein is intended to constitute a full general release of all such claims, and Landowner agrees to not pursue any legal or equitable actions against any of the released parties with respect to such claims. Notwithstanding anything herein, this Release shall not be construed to release, waive, or discharge any claims the Landowner may have against any person or entity not expressly included within the definition of the District Released Parties nor construed to release material breaches of this Agreement.



**10. THE DISTRICT'S RELEASE OF LANDOWNER.** The District, for and on behalf of itself and its officers, directors, members, managers, shareholders, partners, parents, subsidiaries, affiliates, joint venturers, predecessors, successors, assigns, employees, attorneys, insurers, principals, agents, representatives, and any other person or entity that may possess the capacity to bring claims on its behalf, hereby forever releases, remises, acquits, waives, and discharges Landowner, its respective subsidiaries and affiliates and each of its predecessors, successors, assigns, officers, directors, members, managers, shareholders, partners, parents, subsidiaries, affiliates, successors, assigns, employees, attorneys, insurers, principals, agents, heirs, representatives, and all persons or companies acting by, through, under, or in concert with them (the "**Landowner Released Parties**"), in their representative and individual capacities, of and from any and all claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, remedies, demands, debts, damages, losses, liabilities, attorneys' fees, costs, compensation, or accountings of whatever nature, at law or in equity, at common law, statutory, or otherwise, past or present, fixed or contingent, which have been asserted or could have been asserted as of the Effective Date, arising from or relating to the matters set forth in this Agreement and Landowner's actions regarding the Development that occurred prior to the Effective Date, except for the rights and obligations set forth in this Agreement. The release set forth herein is intended to constitute a full general release of all such claims, and the District agrees to not pursue any legal or equitable actions against any of the released parties with respect to such claims. Notwithstanding anything herein, this Release shall not be construed to release, waive, or discharge any claims the District may have against any person or entity not expressly included within the definition of the Landowner Released Parties nor construed to release material breaches of this Agreement.

**11. COVENANT NOT TO SUE.** Each Party represents and warrants that it, he, or she is not currently a party in any pending administrative charge, lawsuit, civil action, or claim of any kind against any of the other Parties. No Party will institute any proceeding in any court, administrative body, regulatory body, arbitration panel, or any other alternative dispute resolution forum based on claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, demands, debts, damages, attorney's fees, costs, compensation, or accountings that have been released by that Party herein.

**12. FURTHER ACTIONS.** The Parties agree to cooperate fully and execute any and all further documents and to take all further actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, including, but not limited to, any documents required by the District's Board of Supervisors, County, the St. Johns River Water Management District, or other relevant entities.

**13. DEFAULT.** A default by either Party under this Agreement, which continues for a period of thirty (30) days after written notice of such default (or such shorter period as may be reasonable under the circumstances for defaults that cannot be cured within thirty days, provided the defaulting party commences cure within such thirty-day period and diligently pursues such cure to completion), shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or, if applicable, specific performance. In no event shall either of the Parties be liable for consequential damages;

provided, however, that nothing herein shall limit either Party's liability for punitive damages arising from fraud, intentional misconduct, or gross negligence.

**14. COSTS AND ATTORNEY'S FEES THROUGH THE EFFECTIVE DATE.** Other than as stated elsewhere in this Agreement, the Parties each shall bear their own expenses, including attorneys' fees, incurred in connection with the preparation of this Agreement, or related in any way to any of the matters referenced herein.

**15. ENFORCEMENT OF AGREEMENT.** In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other party, in addition to all other relief granted or awarded, all reasonable fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, appellate proceedings and post-judgment collection proceedings. **IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PARTIES MUTUALLY, KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY AND AGREE THAT ANY SUCH ACTION SHALL BE DECIDED BY A JUDGE WITHOUT A JURY.**

**16. AGREEMENT.** This instrument shall constitute the final and complete expression between the Parties relating to the subject matter of this Agreement.

**17. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may only be made by an instrument in writing executed by all Parties hereto.

**18. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties. The Parties have complied with all the requirements of law. The Parties have full power and authority to comply with the terms and provisions of this instrument.

**19. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, overnight delivery service, or electronic mail, read receipt, to the Parties, as follows:

A. If to the District:	Trout Creek Community Development District c/o FCS Management Group LLC 250 International Parkway, Suite 208 Lake Mary, Florida 32746 Attn: Howard McGaffney <a href="mailto:howard@fcsmanagementgroup.com">howard@fcsmanagementgroup.com</a>
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With a copy to:	Kilinski   Van Wyk PLLC 517 E. College Avenue Tallahassee, FL 32301 Attn: Jennifer Kilinski
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[jennifer@cddlattorneys.com](mailto:jennifer@cddlattorneys.com)

B. If to the Landowner: WFC Ashford Mills Owner VII, L.L.C.  
c/o 500 Boylston Street, Suite 2010  
Boston, MA 02116  
Attn: Jesse Baker and Casey Tischer

With a copy to: FCM FL, LLC  
352 Paseo Reyes Drive  
Saint Augustine, FL 32095  
Attn: Andrew Smith

FCM FL, LLC  
500 Boylston Street, Suite 2010  
Boston, MA 02116  
Attn: Legal Dept.  
[Legal@Freeholdcm.com](mailto:Legal@Freeholdcm.com)

Ansbacher Law  
8818 Goodbys Executive Dr.  
Jacksonville, FL 32217  
Attn: Zachary Roth  
[Zachary.roth@ansbacher.net](mailto:Zachary.roth@ansbacher.net)

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the Parties. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth in this Agreement.

**20. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

**21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties 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 entity other than the Parties 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 and their respective representatives, successors, and assigns.

**22. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld.

**23. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida, and each Party waives any objection to venue in St. Johns County.

**24. PUBLIC RECORDS.** The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT FCS MANAGEMENT GROUP LLC, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746, TELEPHONE: (904) 386-0186, EMAIL: HOWARD@FCSMANAGEMENTGROUP.COM**

**25. SEVERABILITY.** If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall remain in full force and effect to the maximum extent permitted by law. The Parties agree that any void or unenforceable provision shall be deemed modified to the extent necessary to make it enforceable while preserving its intent, or if such modification is not possible, such provision shall be severed from this Agreement. In such event, the Parties shall negotiate in good faith to replace any severed provision with a lawful provision that achieves the original intent of the Parties.

**26. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and 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.

**27. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**28. JOINT DRAFTING.** The Parties agree that they all have been involved in the drafting and negotiation of each provision of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by a court or other governmental or judicial authority by reason of such Party's having or being deemed to have drafted such provision.

**29. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but 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.

**30. EFFECTIVE DATE.** This Agreement shall be effective  
\_\_\_\_\_ (“Effective Date”).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below.

**ATTEST:**

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Clint Wright  
Chairman, Board of Supervisors

**WITNESSES:**

**WFC ASHFORD MILLS OWNER VII, L.L.C.,** a  
Delaware limited liability company

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

By: WFC Ashford Mills Holdings JV VII,  
L.L.C., a Delaware limited liability company,  
its Sole Member

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

By: FCA Ashford, LLC, a Delaware  
limited liability company, its  
Administrative Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**Exhibit A:** Current Lands  
**Exhibit B:** Future Lands  
**Exhibit C:** Engineer's Certificate form  
**Exhibit D:** Deed Template  
**Exhibit E:** License Agreement  
**Exhibit F:** Crosswalk Plans/Specifications



## **EXHIBIT A**

### **CURRENT LANDS**

RIGHTS-OF-WAY DESIGNATED AS ROAD RIGHTS-OF-WAY DESIGNATED IN THE PLAT AS ALPHA WAY, ALSTON DRIVE, BEN COURT, CHALET COURT, CREW COURT, FOXFIRE DRIVE, GOODHOPE COURT, JAMESTOWN COURT, KINGBIRD DRIVE, MARTHA COURT, MEREDITH WAY, NICKEL COURT, ROSEMONT DRIVE, SHEARWATER PARKWAY, TIMBERWOLF TRAIL AND YARDLEY COURT, SHEARWATER PHASE 3A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGES 65 THROUGH 79, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS 3A-26 AND 3A-27 (CONSERVATION), TRACTS 3A-28, 3A-29, 3A-30, 3A-31 AND 3A-32 (STORMWATER MANAGEMENT FACILITY) AND TRACTS 3A-33, 3A-34, 3A-35, 3A-36, 3A-37, 3A-38 (OPEN SPACE) AND 3A-40 (LANDSCAPE BUFFER TRACT), SHEARWATER PHASE 3A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGES 65 THROUGH 79, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

RIGHTS-OF-WAY DESIGNATED AS BRAMBLE COURT, CARMELLA COURT, INKWOOD COURT, ROSEMONT DRIVE, SAMANTHA COURT AND TYSON COURT, SHEARWATER PHASE 3B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 113, PAGES 75 THROUGH 90, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS 3B-1 AND 3B-2 (CONSERVATION), TRACTS 3B-3, 3B-4, 3B-7, 3B-8, 3B-9 AND 3B-10 (OPEN SPACE) AND TRACTS 3B-5 AND 3B-6 (STORMWATER MANAGEMENT FACILITY), SHEARWATER PHASE 3B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 113, PAGES 75 THROUGH 90, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

RIGHTS-OF-WAY DESIGNATED AS AMALIA WAY, OLIVIA WAY, RUSHING DRIVE, SHIPMAN COURT AND VICTORY COURT, SHEARWATER PHASE 3C, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 34 THROUGH 43, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS 3C-8 AND 3C-11 (STORMWATER MANAGEMENT FACILITY), TRACTS 3C-9, 3C-10 AND 3C-13 (OPEN SPACE), 3C-12 (DRAINAGE, LANDSCAPE, UTILITIES, OPEN SPACE), AND TRACTS 3C-14 AND 3C-15 (CONSERVATION), SHEARWATER PHASE 3C, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 34 THROUGH 43, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

RIGHTS-OF-WAY DESIGNATED AS TIMBERWOLF TRAIL, RANGELINE DRIVE, YELLOWSTONE DRIVE, AND GASTON COURT, SHEARWATER PHASE 3G, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 37 THROUGH 62, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACT 3G-1 (STORMWATER MANAGEMENT FACILITY), TRACT 3G-2 (CONSERVATION/OPEN SPACE), TRACTS 3G-3, 3G-4, 3G-5, 3G-6, 3G-7, 3G-8, 3G-9, 3G-10, AND 3G-11 (OPEN SPACE), SHEARWATER PHASE 3G, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 37 THROUGH 62, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

**EXHIBIT B**  
**FUTURE LANDS**

DRAFT

**EXHIBIT C**  
**ENGINEER'S CERTIFICATE**

DRAFT

**EXHIBIT D**  
**DEED TEMPLATE**

DRAFT

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Christopher Loy, Esq.  
517 E. College Avenue  
Tallahassee, FL 32301

Consideration: None/Gift of District Land  
Documentary Stamp Taxes: See Legend Below

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by **WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, whose mailing address is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116, hereinafter called the “**Grantor**,” to **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, Florida Statutes, whose address is c/o FCS Management Group LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, hereinafter called the “**Grantee**.”

**WITNESSETH:**

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and conveyed to Grantee, and Grantee’s successors and assigns, forever, the land lying and being in the County of St. Johns, State of Florida, as more particularly described below (“**Property**”):

[INSERT LEGAL DESCRIPTION HERE]

SUBJECT, HOWEVER, to together with taxes and assessments for subsequent years, with Grantor responsible for all taxes and assessments for the year of closing and prior years (i) real estate taxes and assessments for the year 202\_ and subsequent years, (ii) zoning ordinances and building restrictions, and (iii) easements, restrictions, reservations and covenants of record that do not materially impair the District’s intended use of the Property for public infrastructure purposes, PROVIDED THAT Grantor represents and warrants that there are no liens, mortgages, deeds of trust, judgments, or other monetary encumbrances affecting the Property as of the date hereof.

TOGETHER, with all tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee’s successors and assigns in fee simple forever.

Grantor hereby specially warrants the title to the Property subject only to the permitted exceptions expressly set forth above and covenants to defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no others. Grantor further represents and warrants that (i) Grantor has full right, power, and authority to convey the Property to Grantee, (ii) Grantor has obtained all necessary consents and approvals required to execute and deliver this deed, (iii) the Property is free and clear of all liens, mortgages, deeds of trust, security interests, and other monetary encumbrances, (iv) there are no pending or threatened condemnation proceedings affecting the Property, and (v) Grantor has received no notice of any violation of any applicable laws, ordinances, or regulations affecting the Property.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in Our Presence:

**WFC ASHFORD MILLS OWNER VII, L.L.C.,**  
a Delaware limited liability company

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

By: WFC Ashford Mills Holdings JV VII, L.L.C.,  
a Delaware limited liability company,  
its Sole Member

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

By: FCA Ashford, LLC,  
a Delaware limited liability company,  
its Administrative Member

By: \_\_\_\_\_  
Name: Jesse R. Baker  
Title: Authorized Signatory

STATE OF MASSACHUSETTS  
COUNTY OF SUFFOLK

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Jesse R. Baker, known to me to be the Authorized Signatory of FCA Ashford, LLC, the Administrative Member of WFC Ashford Mills Holdings JV VII, L.L.C., the Sole Member of WFC Ashford Mills Owner VII, L.L.C. on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public in and for the State of Massachusetts  
My Commission expires on: \_\_\_\_\_

**Note to Examiner: This instrument evidences a conveyance to a governmental entity for public purposes and is exempt from Florida documentary stamp tax pursuant to Section 201.02, Florida Statutes.**



**Exhibit B**  
Assignment of Easements  
(Attached Hereto)

DRAFT

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.  
517 E. College Avenue  
Tallahassee, FL 32301

**NON-EXCLUSIVE ASSIGNMENT OF EASEMENTS**

This **ASSIGNMENT OF EASEMENTS** is executed as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by **WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, whose address is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 (hereinafter called “**Assignor**”), in favor of **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190 of the Florida Statutes, whose mailing address is c/o FCS Management Group LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (hereinafter called “**Assignee**”).

**WITNESSETH:**

That Assignor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers, and assigns to Assignee the non-exclusive easements described as:

THOSE CERTAIN “DRAINAGE EASEMENTS” AS MORE PARTICULARLY DEPICTED  
ON:

SHEARWATER PHASE 3A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 107, PAGES 65 THROUGH 79

SHEARWATER PHASE 3B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 113, PAGES 75 THROUGH 90

SHEARWATER PHASE 3C, ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 114, PAGES 34 THROUGH 43

SHEARWATER PHASE 3G, ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 125, PAGES 37 THROUGH 62

ALL OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA (the “**Easements**”).

This Assignment of Easements shall be for the use and benefit of Assignee and its successors and assigns and shall run with the land and be binding upon Assignor and its successors and assigns.

The Assignee is solely responsible for its use, maintenance, and activities in the Easements as of the date hereof.

The easement rights granted and assigned herein are not exclusive to Assignee, and Assignor and its successors and assigns shall be permitted to continue its use of said easements and to grant additional easement rights to third parties, so long as such use does not materially interfere with Assignee’s use of said easements for drainage purposes.

[Page Ends Here – Signature Page Follows]

**IN WITNESS WHEREOF**, Assignor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in Our Presence:

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

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

**WFC ASHFORD MILLS OWNER VII, L.L.C.,  
a Delaware limited liability company**

**By: WFC Ashford Mills Holdings JV VII, L.L.C.,  
a Delaware limited liability company,  
its Sole Member**

**By: FCA Ashford, LLC,  
a Delaware limited liability company,  
its Administrative Member**

**By: \_\_\_\_\_  
Name: Jesse R. Baker  
Title: Authorized Signatory**

STATE OF MASSACHUSETTS  
COUNTY OF SUFFOLK

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Jesse R. Baker, known to me to be the Authorized Signatory of FCA Ashford, LLC, the Administrative Member of WFC Ashford Mills Holdings JV VII, L.L.C., the Sole Member of WFC Ashford Mills Owner VII, L.L.C. on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public in and for the State of Massachusetts  
My Commission expires on: \_\_\_\_\_

**EXHIBIT E**  
**LICENSE AGREEMENT**

DRAFT

**EXHIBIT F**  
**CROSSWALK PLANS/SPECIFICATIONS**

DRAFT

## **Tab 2**



CONSTRUCTION PLANS

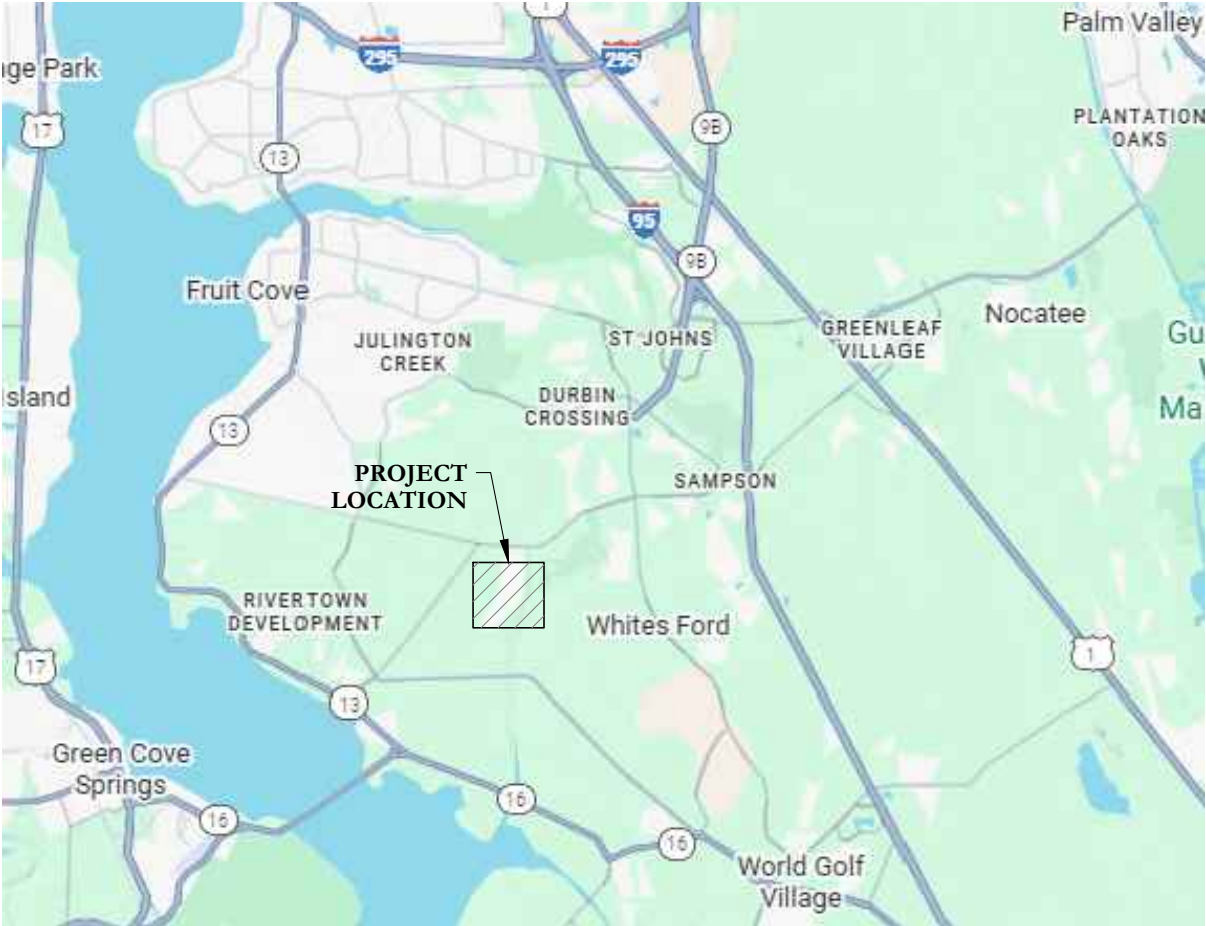
MILL & RE-SURFACE SHEAR WATER PKWY

& KAYAK CLB DR

ST. JOHNS, FL

GENERAL NOTES:

1. THE LOCATION AND SIZE OF EXISTING UTILITIES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. HOWEVER, THERE IS NO GUARANTEE THAT ALL EXISTING FACILITIES HAVE BEEN FOUND OR SHOWN. THE CONTRACTOR IS TO EXCAVATE AND ASSESS AND DETERMINE PRECISE LOCATION OF EXISTING UTILITIES AND OBTAIN AND VERIFY ALL VOLTAGES CARRIED IN OVERHEAD OR UNDERGROUND UTILITY SERVICES. NO CLAIM FOR EXTRA COST SHALL BE MADE AGAINST THE OWNER OR ENGINEER AS A RESULT OF THE FOREMENTIONED APPROXIMATE ONLY LINES. PROPERTY LINES AND EASEMENT LINES ARE APPROXIMATE ONLY AND ARE TO BE CONFIRMED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
2. BEFORE CONSTRUCTION, NOTIFY ALL UTILITY COMPANIES AT LEAST 48 HOURS BEFORE MINIMUM OF 2-DAYS AND A MAXIMUM OF 5-DAYS PRIOR TO START OF CONSTRUCTION.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE USE OF ANY AND ALL NECESSARY EROSION CONTROL MEASURES TO PREVENT EROSION AND TRANSPORT OF SEDIMENT TO SURFACE DRAINAGE TO DITCHES DURING CONSTRUCTION.
4. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION PRECAUTIONS MAY BE REQUIRED IN THE VICINITY OF POWER LINES AND OTHER UTILITIES.
5. WHILE FEATURES ARE NOT SHOWN, THE FEATURES NOT SHOWN AND NOT IDENTIFIED ARE NOT EXISTING UTILITY SERVICE LINES AND ROAD SIGNS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT THESE FACILITIES DURING CONSTRUCTION. DAMAGE CAUSED BY THE CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
6. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS AS NECESSARY PRIOR TO BEGINNING CONSTRUCTION.
7. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ADHERING TO NPDES PERMIT AND CONDITIONS.
8. ALL WORK TO BE IN ACCORDANCE WITH THE LATEST EDITION OF THE JACKSONVILLE DESIGN STANDARDS AND ANY OTHER APPLICABLE STANDARDS THAT HAVE JURISDICTION.



VICINITY MAP

Not To Scale

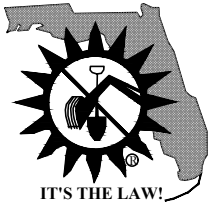
SHEET INDEX

1. COVER SHEET
2. DETAILS
3. GENERAL NOTES
4. PROJECT LAYOUT
- 5-9. SITE PLANS
- 10-11. MOT PLAN - FDOT INDEX'S

BID PLANS

12/23/2025

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA

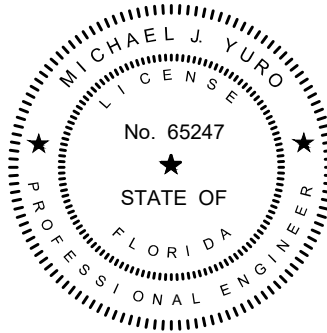


1-800-432-4770

SUNSHINE STATE ONE CALL OF FLORIDA, INC.



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

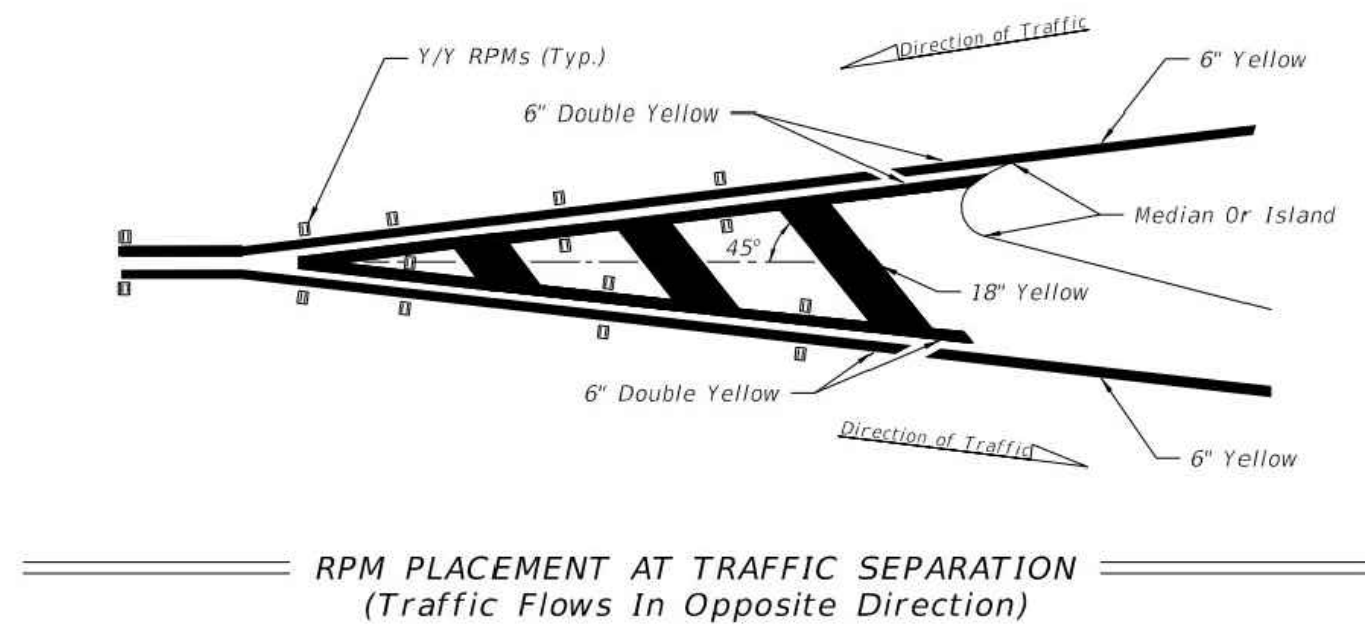
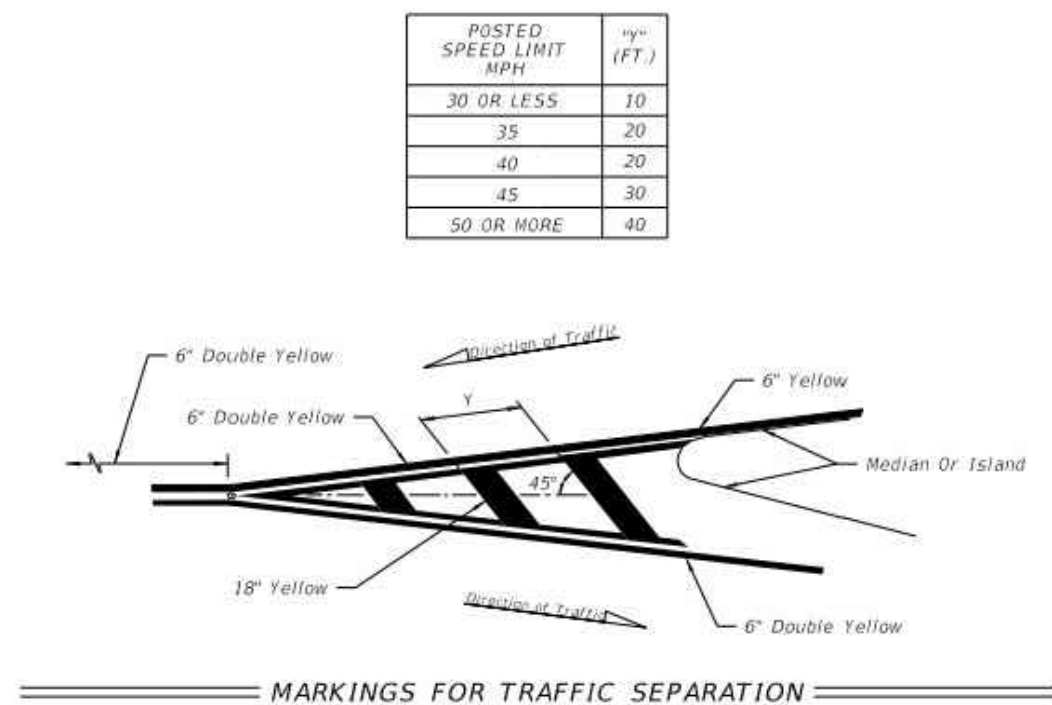
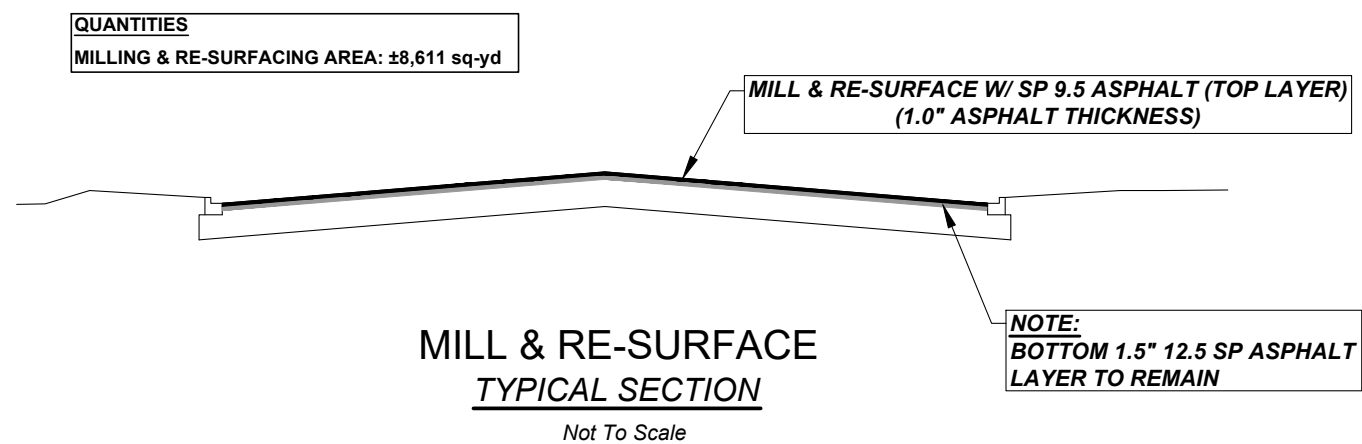



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NO.	DATE	REVISIONS	PROJECT NO.	Y25 - 1462	Yuro & Associates, LLC	145 Hilden Road, Unit 108 Ponte Vedra, FL 32081 (904) 342-5199	MICHAEL J. YURO, P.E. FLORIDA P.E. LICENSE NO. 65247 REGISTERED PROFESSIONAL	SHEARWATER - MILLING & RE-SURFACING PREPARED FOR: TROUT CREEK CDD COVER SHEET	SHEET NO.
			DRAWN BY:	YD					
			CHECKED BY:	MJY					
			DATE:	12/23/25		CERTIFICATE OF AUTHORIZATION NO. 28658			1



NO.	DATE	REVISIONS	PROJECT NO.	Y25 - 1462	 <div>           Yuro &amp; Associates, LLC         </div>	145 Hilden Road, Unit 108 Ponte Vedra, FL 32081 (904) 342-5199	MICHAEL J. YURO, P.E.	SHEARWATER - MILLING & RE-SURFACING	PREPARED FOR: <b>TROUT CREEK CDD</b> DETAILS	SHEET NO.
			DRAWN BY:	YD			FLORIDA P.E. LICENSE NO. 65247			
			CHECKED BY:	MJY			REGISTERED PROFESSIONAL			
			DATE:	12/23/25		CERTIFICATE OF AUTHORIZATION NO. 28658				2

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED IN CONFORMANCE AS APPLICABLE WITH CITY OF ST. JOHNS FLORIDA ENGINEERING DEPARTMENT.
2. SHOP DRAWINGS SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO MANUFACTURE.
3. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ANY EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL LINE AND GRADE STAKES IN THE FIELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ANY DISCREPANCIES MUST BE REPORTED IMMEDIATELY TO THE ENGINEER OR THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY ERRORS.
5. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO START OF CONSTRUCTION FOR LOCATION OF EXISTING UTILITIES, IN ORDER TO PREVENT DAMAGE AND COORDINATE ADJUSTMENT AND/OR RELOCATION OF SAME IF REQUIRED. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES TO EXISTING UNDERGROUND UTILITIES.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER AND OWNER OF ANY CHANGES OR DEVIATIONS FROM THE ORIGINAL PLANS PRIOR TO CONSTRUCTION OF SAID CHANGE OR DEVIATION.
7. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING STRUCTURES AND UTILITIES. ANY DAMAGES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
8. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY INSURANCE AND BONDS REQUESTED BY THE OWNER FOR THIS PROJECT.
9. THE OWNER WILL PROVIDE THE SELECTED CONTRACTOR WITH COPIES OF ALL PERMITS RECEIVED FOR THE PROJECT.
10. THE CONTRACTOR SHALL PROTECT AND USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES OR UNDERGROUND UTILITIES.
11. ALL PROPERTY CORNERS AND SURVEY MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. IF A MONUMENT IS IN DANGER OF BEING DESTROYED, THE PROJECT ENGINEER AND OWNER SHOULD BE NOTIFIED IMMEDIATELY IN ORDER THAT THE COUNTY MAY HAVE A SURVEYOR REFERENCE SAID POINT PRIOR TO DISTURBANCE. ALSO, ALL G.P.S. CONTROL POINTS ARE TO BE PROTECTED. IF DESTROYED DURING CONSTRUCTION IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO REPLACE THE CONTROL POINT(S) AT THEIR EXPENSE.
12. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE, AT ALL TIMES, ONE COPY OF APPROVED CONSTRUCTION PLANS, SPECIFICATIONS ANY SPECIAL PROVISIONS, AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS IN COMPLIANCE WITH ALL PERMITTEE AGENDA.
13. CONTRACTOR SHALL RESTORE ALL ITEMS THAT WERE DAMAGED BY CONSTRUCTION TO EXISTING CONDITION OR BETTER.
14. THE CONTRACTOR IS REQUIRED TO OBTAIN APPROVAL FROM THE FDOT, CITY OR COUNTY R/W DEPARTMENT PRIOR TO ANY ROADWAY CUT.

MAINTENANCE OF TRAFFIC NOTES:

1. THE CONTRACTOR SHALL INSTALL STAND MOUNTED ADVANCE CONSTRUCTION SIGNING IN ACCORDANCE WITH FDOT STANDARD PLAN NO. 602 FOR ANY WORK LESS THAN 15 FEET FROM EDGE OF PAVEMENT.
2. ALL CONSTRUCTION EQUIPMENT AND MATERIALS SHALL BE STORED A MINIMUM OF 15 FEET FROM THE EDGE OF EXISTING PAVEMENT, OR AS FAR AWAY AS POSSIBLE WITHIN THE R/W LIMITS, AND SHALL BE PROTECTED BY TYPE II BARRICADES WITH FLASHING YELLOW LIGHTS.
3. THERE SHALL BE NO EXCAVATIONS LEFT OPEN AFTER DARK.
4. THE CONTRACTOR SHALL NOTIFY ALL LOCAL MUNICIPALITIES 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
5. IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT THE SUNSHINE STATE ONE CALL SYSTEM AT (800)-432-4770 FOR LOCATION OF UNDERGROUND UTILITIES.
6. MOT INDEX'S SHOWN IN THIS PLAN SET MAY NOT COVER ALL WORK APPLICATIONS ENCOUNTERED FOR THIS EFFORT. CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL APPLICABLE STANDARDS FOR MAINTENANCE OF TRAFFIC ARE FOLLOWED.

PAVING AND DRAINAGE NOTES:


1. ALL BACKFILL OVER UTILITIES LOCATED UNDER PROPOSED PAVEMENT AREAS SHALL BE COMPACTED PER F.D.O.T. STANDARD SPECIFICATIONS, SECTION 125.8.3., TO 98% OF THE MAXIMUM DENSITY PER AASHTO T-99.
2. ADJUSTMENT OF INLET TOPS IF NECESSARY SHALL BE INCLUDED IN THE CONTRACTOR'S BID. NO CLAIM SHALL BE MADE AGAINST THE OWNER AND/OR ENGINEER IN THE EVENT ADJUSTMENTS ARE NECESSARY.
3. CONTRACTOR SHALL COORDINATE CONNECTIONS TO EXISTING STORM DRAINAGE FACILITIES AND SHALL VERIFY LOCATION AND ELEVATION OF SAID FACILITIES PRIOR TO THE START OF CONSTRUCTION. ANY FACILITIES DISTURBED SHALL BE REPAIRED TO EQUAL OR BETTER THAN EXISTING CONDITIONS.
4. THE OWNER RESERVES THE RIGHT TO REQUEST FROM THE CONTRACTOR ASPHALTIC CONCRETE SURFACE COURSE MIX CERTIFICATIONS TO ASSURE COMPLIANCE WITH CITY OF JACKSONVILLE SPECIFICATIONS.

SITE PREPARATION NOTES:

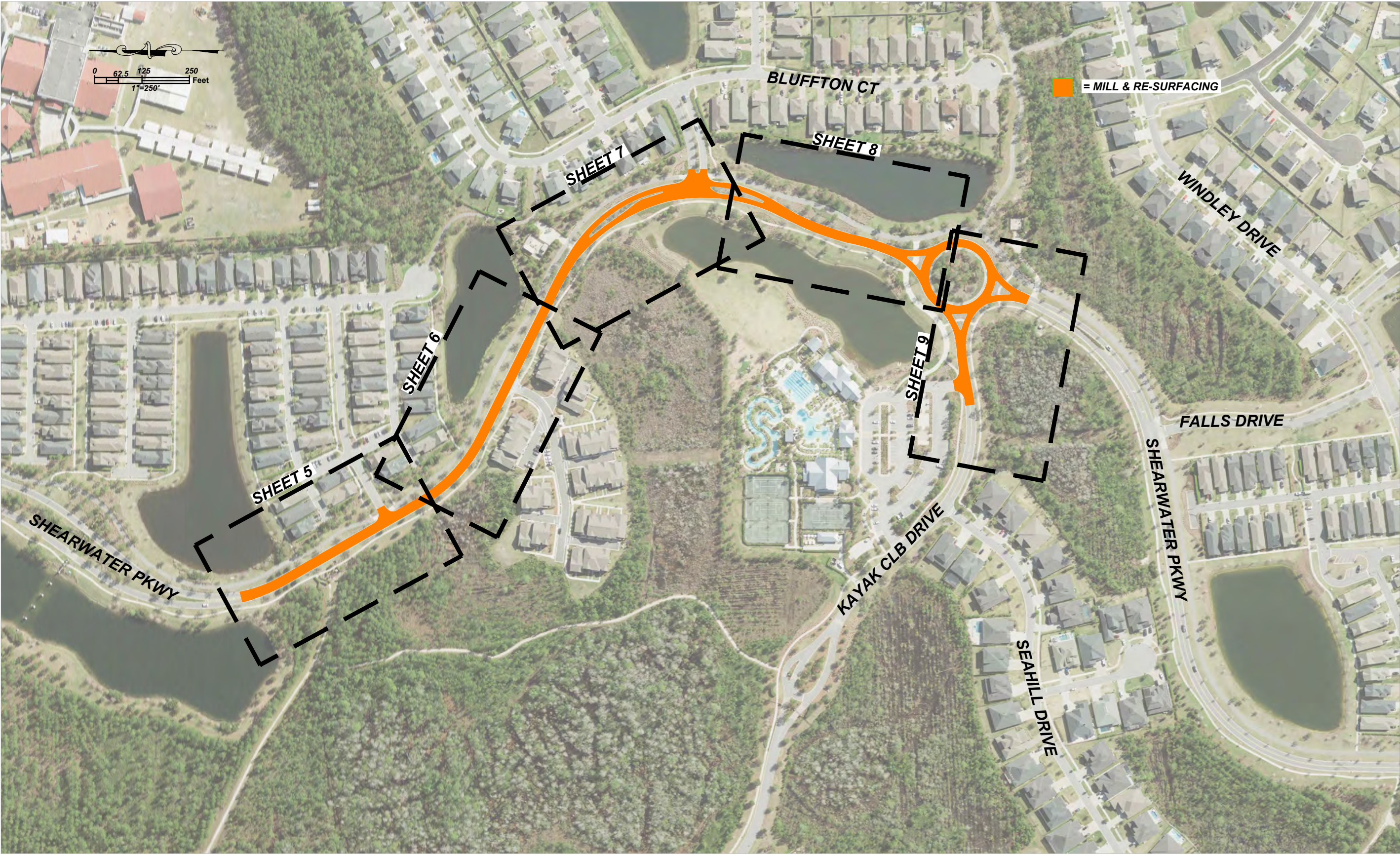
1. CONTRACTOR SHALL OBTAIN RECORD / EVIDENCE OF ALL EXISTING FEATURES VIA VIDEO TAPING OR PHOTOGRAPHS PRIOR TO ANY CONSTRUCTION.

CLEAN UP & RESTORATION NOTES:

1. CONTRACTOR SHALL CLEAN UP AND PROPERLY DISPOSE OF ALL DEBRIS AND SHALL MEET ALL AGENCIES STANDARDS.
2. CONTRACTOR SHALL RESTORE ALL ITEMS TO THE EXISTING CONDITIONS OR BETTER. ITEMS INCLUDE BUT NOT LIMITED TO CONCRETE DRIVEWAY, DRIVEWAY APRON, MAIL BOXES, DITCH, CONCRETE SIDEWALK, TREES, LANDSCAPING, UNDERGROUND UTILITIES, ABOVEGROUND UTILITIES, AND GRASS.
3. NO OPEN HOLES SHALL REMAIN OPEN OVERNIGHT WITHOUT PRIOR APPROVAL FROM CITY, COUNTY, AND/OR FDOT R/W DEPARTMENT.
4. CONTRACTOR IS RESPONSIBLE TO OBTAIN APPROVAL FROM CITY OR COUNTY FOR ANY ROAD CUT DUE TO CONSTRUCTABILITY, IF APPLICABLE
5. ALL PAVEMENT / DRIVEWAYS DAMAGED OR OPEN CUT DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPLACED THE FULL WIDTH OF THE DRIVE FROM THE EDGE OF PAVEMENT TO THE FURTHEST POINT OF DAMAGE. CONCRETE DRIVES SHALL GO TO THE FURTHEST EXISTING CONSTRUCTION JOINT. ALL DRIVES SHALL BE SAW CUT. ALL PAVEMENT / DRIVEWAY RESTORATION SHALL BE REPAIRED TO CITY OF JACKSONVILLE STANDARDS
6. ALL DISTURBED ASPHALT OR CONCRETE, INCLUDING ROADWAYS, PATHS, DRIVES, ETC. SHALL BE RESTORED TO THEIR ORIGINAL DESIGN SPECS OR THE LATEST CITY REPAIR SPECS, AS APPROPRIATE.

NO.	DATE	REVISIONS	PROJECT NO. Y25 - 1462	 <div>145 Hilden Road, Unit 108 Ponte Vedra, FL 32081 (904) 342-5199</div> <div>CERTIFICATE OF AUTHORIZATION NO. 28658</div>	MICHAEL J. YURO, P.E. FLORIDA P.E. LICENSE NO. 65247 REGISTERED PROFESSIONAL	SHEARWATER - MILLING & RE-SURFACING PREPARED FOR: TROUT CREEK CDD	SHEET NO. 3
			DRAWN BY: YD				
			CHECKED BY: MJY				
			DATE: 12/23/25			GENERAL NOTES	





NO.	DATE	REVISIONS

PROJECT NO.	Y25 - 1462
DRAWN BY:	YD
CHECKED BY:	MJY
DATE:	12/23/25



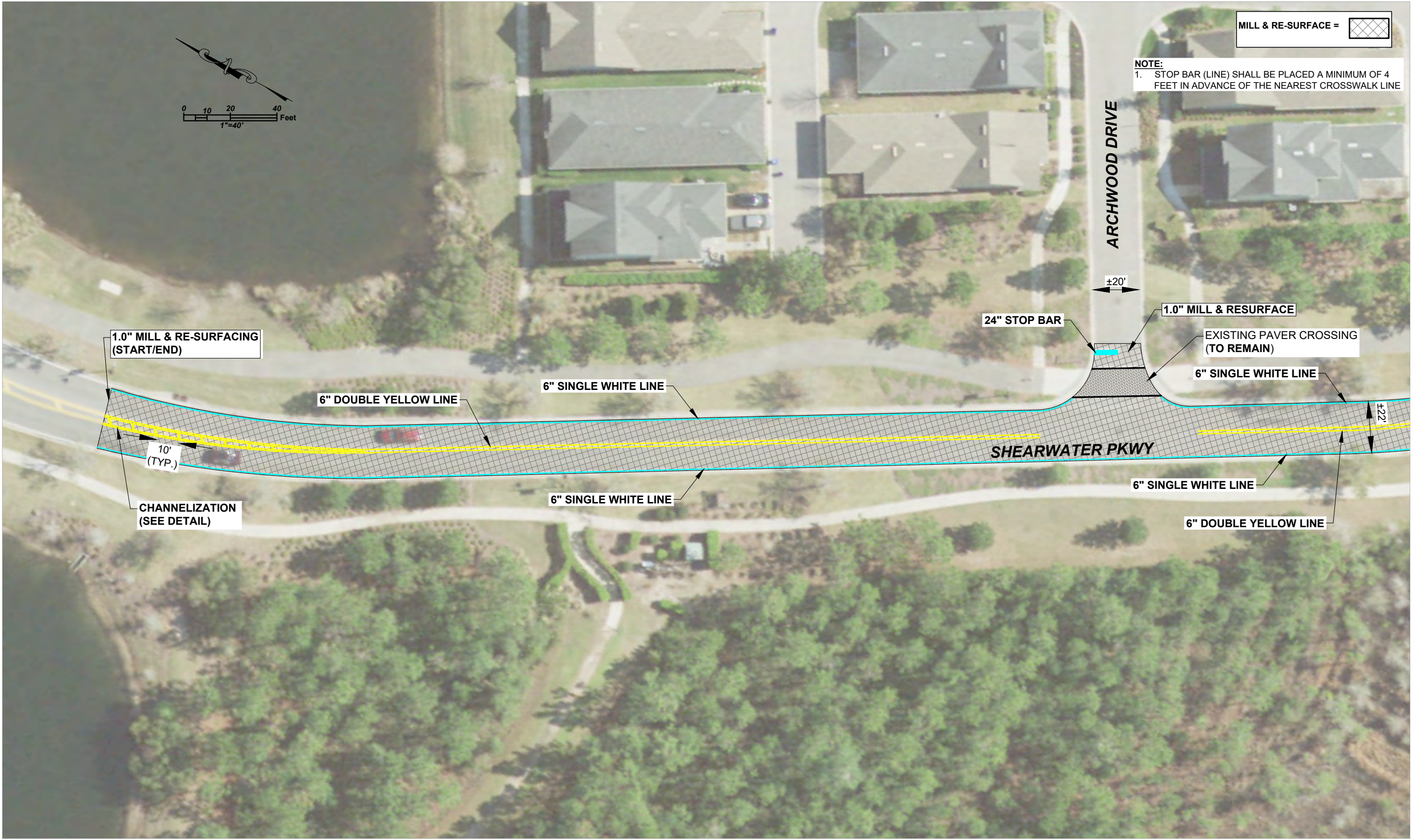
145 Hilden Road, Unit 108  
Ponte Vedra, FL 32081  
(904) 342-5199  
CERTIFICATE OF AUTHORIZATION NO. 28658

MICHAEL J. YURO, P.E.  
FLORIDA P.E. LICENSE NO. 65247  
REGISTERED PROFESSIONAL

SHEARWATER - MILLING & RE-SURFACING  
PREPARED FOR:  
TROUT CREEK CDD  
PROJECT LAYOUT

SHEET NO.
4



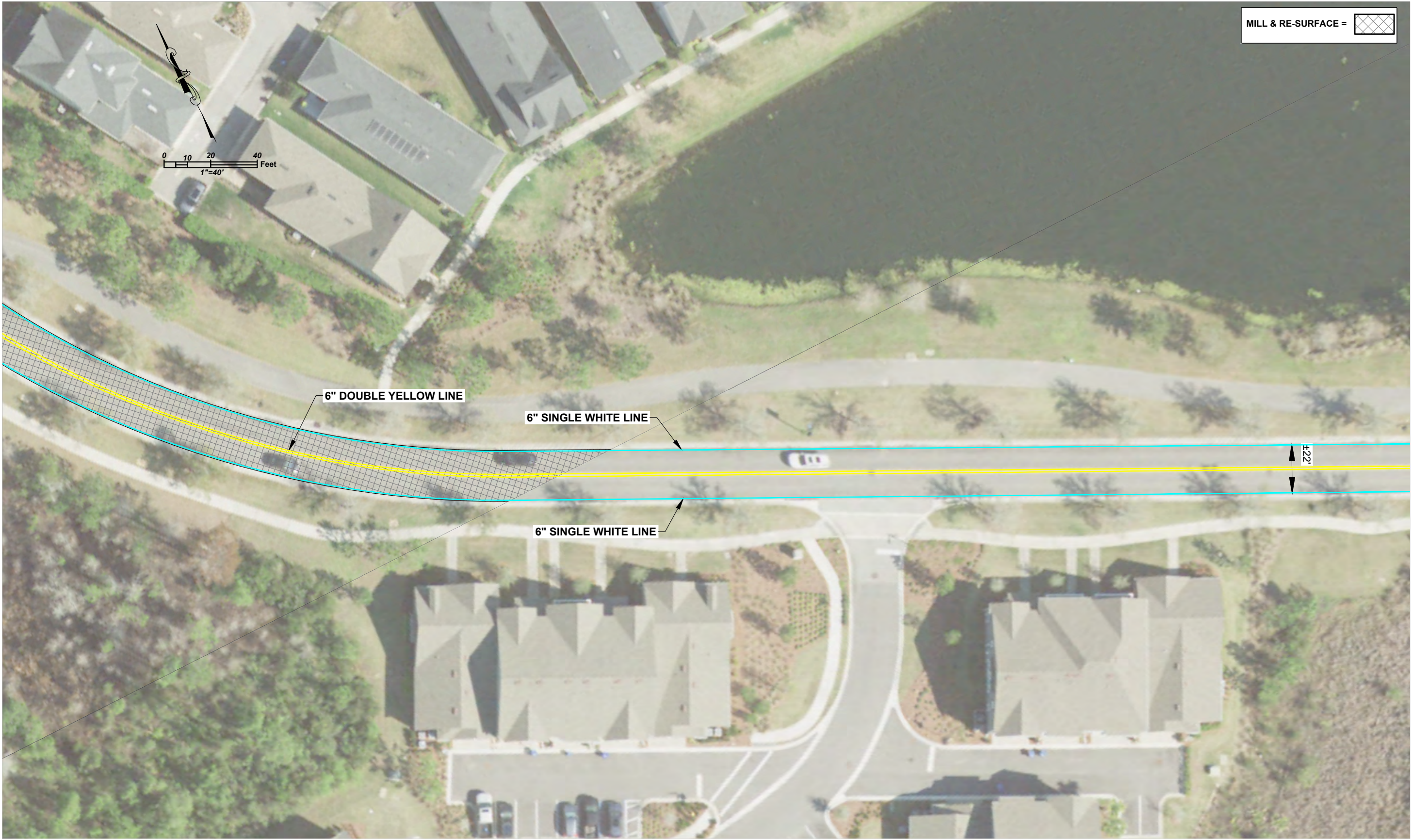


MILL & RE-SURFACE =

**NOTE:**  
1. STOP BAR (LINE) SHALL BE PLACED A MINIMUM OF 4 FEET IN ADVANCE OF THE NEAREST CROSSWALK LINE

NO.	DATE	REVISIONS	PROJECT NO.	Y25 - 1462	 <div>145 Hilden Road, Unit 108 Ponte Vedra, FL 32081 (904) 342-5199</div> <div>CERTIFICATE OF AUTHORIZATION NO. 28658</div>	MICHAEL J. YURO, P.E.	SHEARWATER - MILLING & RE-SURFACING	SHEET NO.
			DRAWN BY:	YD		FLORIDA P.E. LICENSE NO. 65247	PREPARED FOR:	
			CHECKED BY:	MJY		REGISTERED PROFESSIONAL	TROUT CREEK CDD	
			DATE:	12/23/25			SITE PLAN	





NO.	DATE	REVISIONS

PROJECT NO.	Y25 - 1462
DRAWN BY:	YD
CHECKED BY:	MJY
DATE:	12/23/25



145 Hilden Road, Unit 108  
Ponte Vedra, FL 32081  
(904) 342-5199

---

CERTIFICATE OF AUTHORIZATION NO. 28658

**MICHAEL J. YURO, P.E.**  
FLORIDA P.E. LICENSE NO. 65247

---

REGISTERED PROFESSIONAL

SHEARWATER - MILLING & RE-SURFACING  
PREPARED FOR:  
**TROUT CREEK CDD**

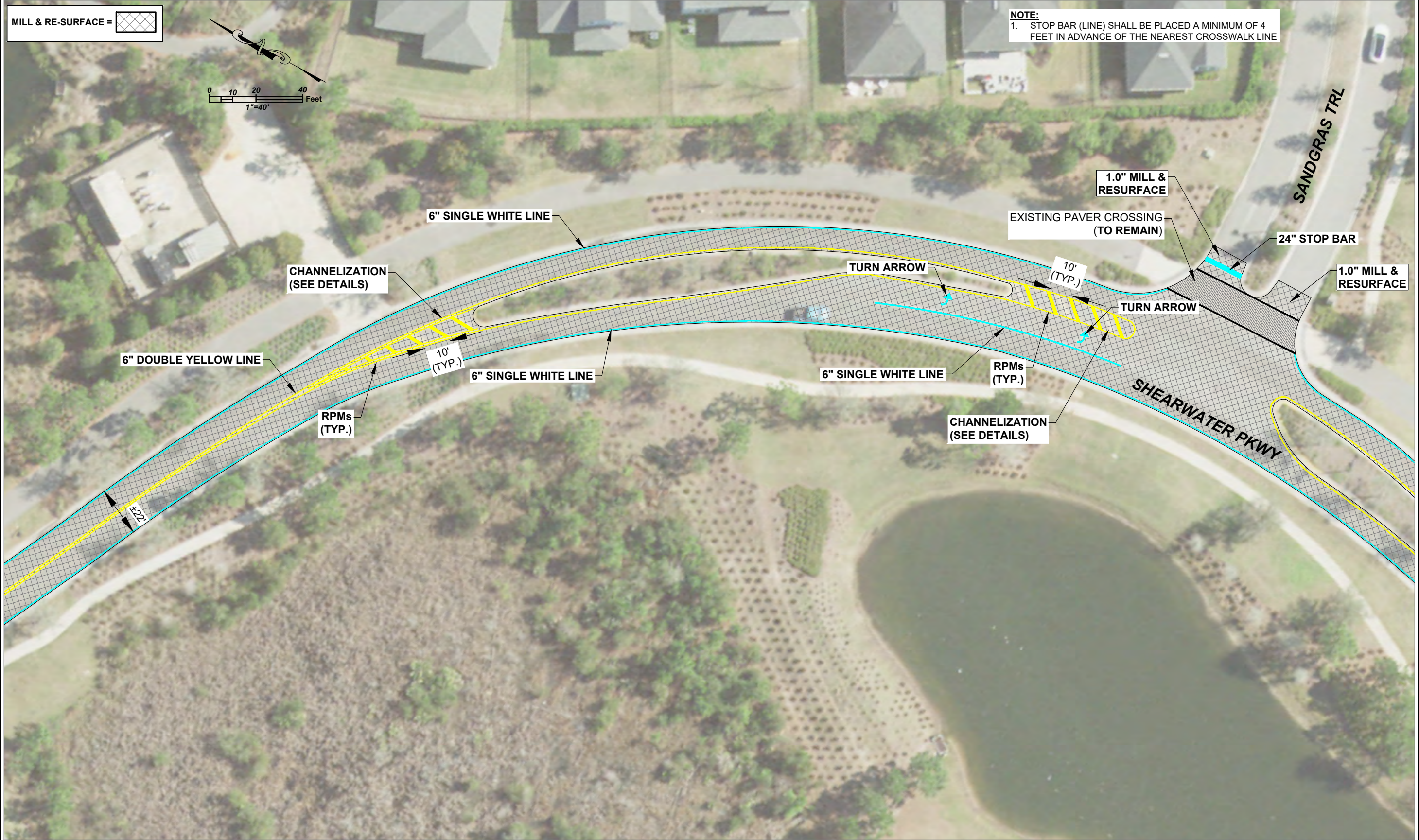
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SITE PLAN

SHEET NO.
6

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.





NO.	DATE	REVISIONS

PROJECT NO.	Y25 - 1462
DRAWN BY:	YD
CHECKED BY:	MJY
DATE:	12/23/25



145 Hilden Road, Unit 108  
Ponte Vedra, FL 32081  
(904) 342-5199

---

CERTIFICATE OF AUTHORIZATION NO. 28658

MICHAEL J. YURO, P.E.  
FLORIDA P.E. LICENSE NO. 65247

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REGISTERED PROFESSIONAL

SHEARWATER - MILLING & RE-SURFACING  
PREPARED FOR:  
TROUT CREEK CDD


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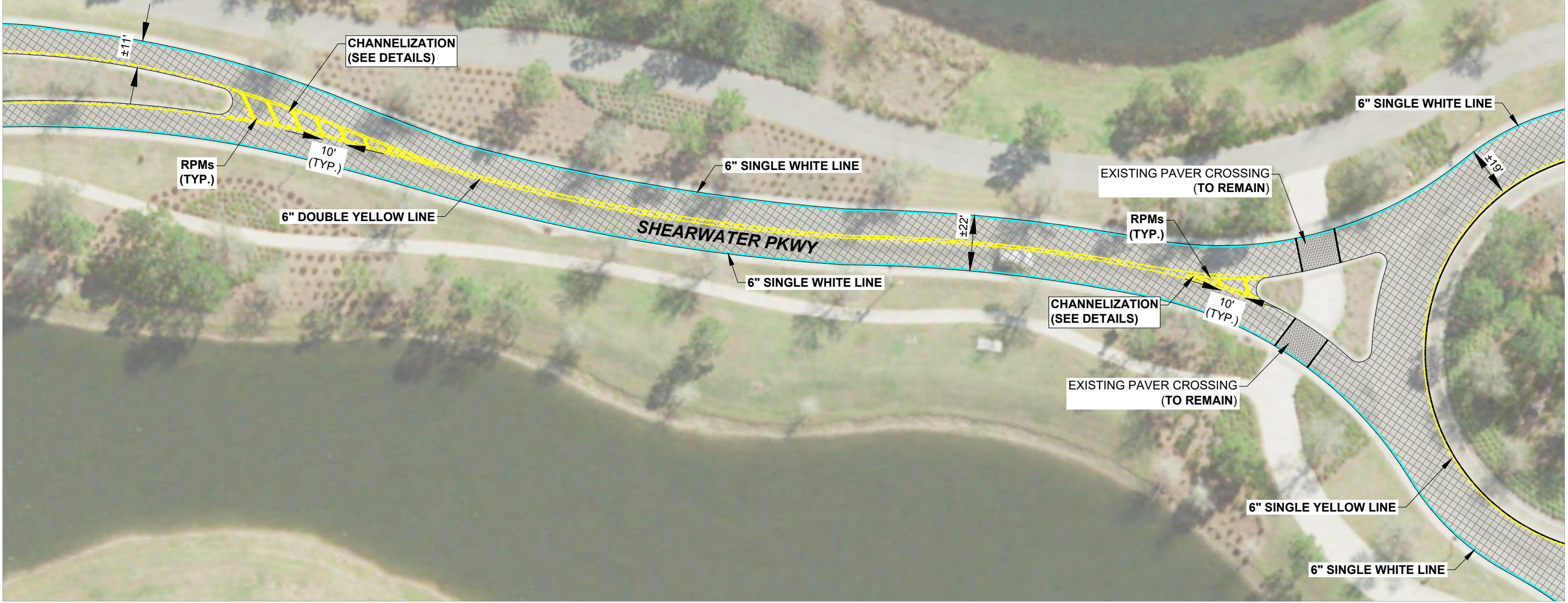
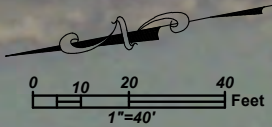
SITE PLAN

SHEET NO.
7

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



MILL & RE-SURFACE = 



NO.	DATE	REVISIONS

PROJECT NO.	Y25 - 1462
DRAWN BY:	YD
CHECKED BY:	MJY
DATE:	12/23/25



145 Hilden Road, Unit 108  
Ponte Vedra, FL 32081  
(904) 342-5199

CERTIFICATE OF AUTHORIZATION NO. 28658

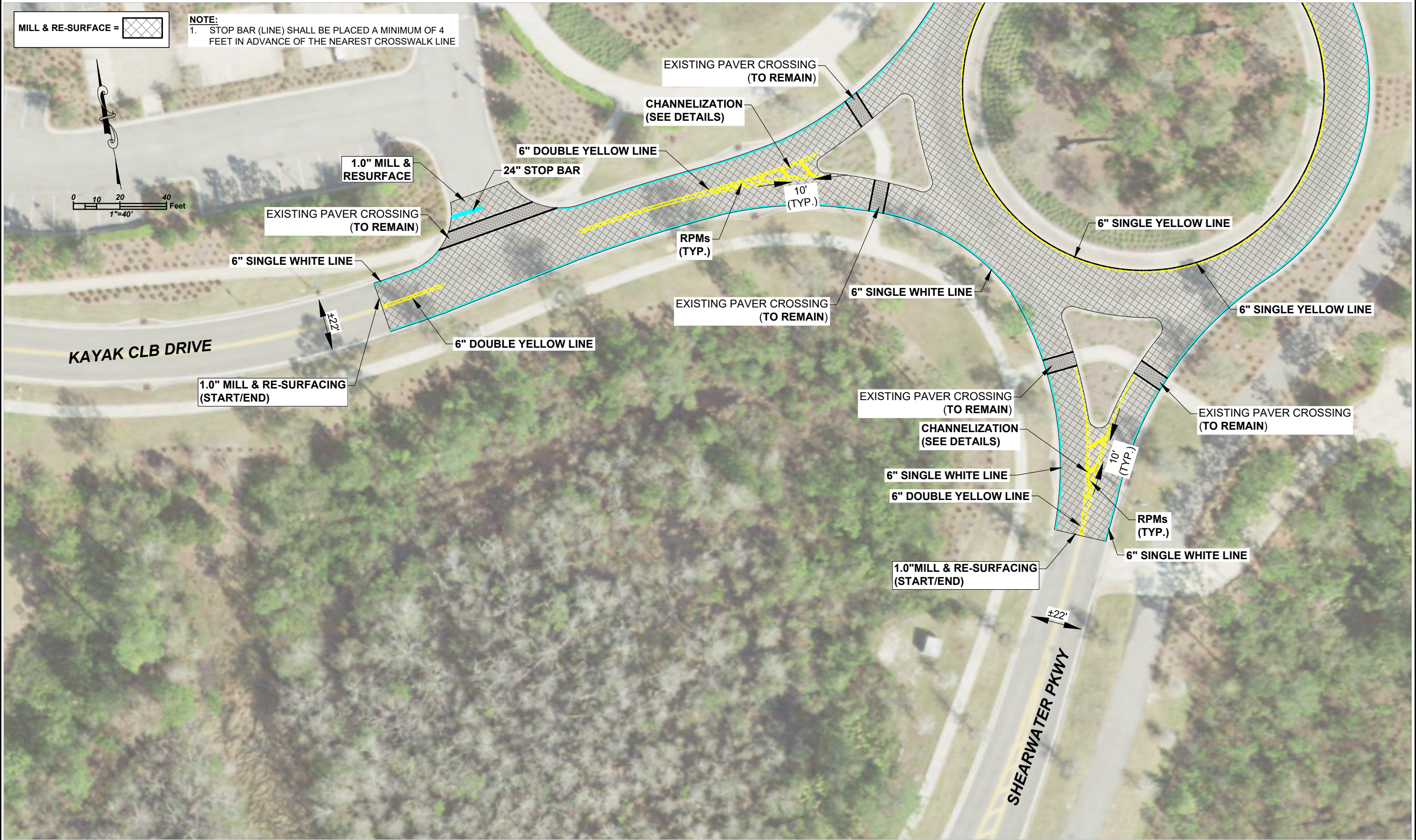
MICHAEL J. YURO, P.E.  
FLORIDA P.E. LICENSE NO. 65247  
REGISTERED PROFESSIONAL

SHEARWATER - MILLING & RE-SURFACING  
PREPARED FOR:  
TROUT CREEK CDD  
SITE PLAN


SHEET  
NO.  
8

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.





THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NO.	DATE	REVISIONS	PROJECT NO.	Y25 - 1462		145 Hilden Road, Unit 108 Ponte Vedra, FL 32081 (904) 342-5199	MICHAEL J. YURO, P.E. FLORIDA P.E. LICENSE NO. 65247 REGISTERED PROFESSIONAL	SHEARWATER - MILLING & RE-SURFACING PREPARED FOR: TROUT CREEK CDD SITE PLAN	SHEET NO.
			DRAWN BY:	YD					
			CHECKED BY:	MJY					
			DATE:	12/23/25					9



NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.

2. L = Taper Length  
B = Buffer Length  
X = Work Zone Sign Spacing  
See Index 102-600 for "L", "B", "X" and channelizing device spacing values.

3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).

4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign spacing.

5. Additional one-way control may be provided by the following means:

a. Flag-carrying vehicle

b. Official vehicle

c. Pilot vehicles

d. Traffic signals
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.

7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.

8. Railroad Crossings:

a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.

b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

LAST REVISION	DESCRIPTION:
11/01/21	



FY 2025-26  
STANDARD PLANS

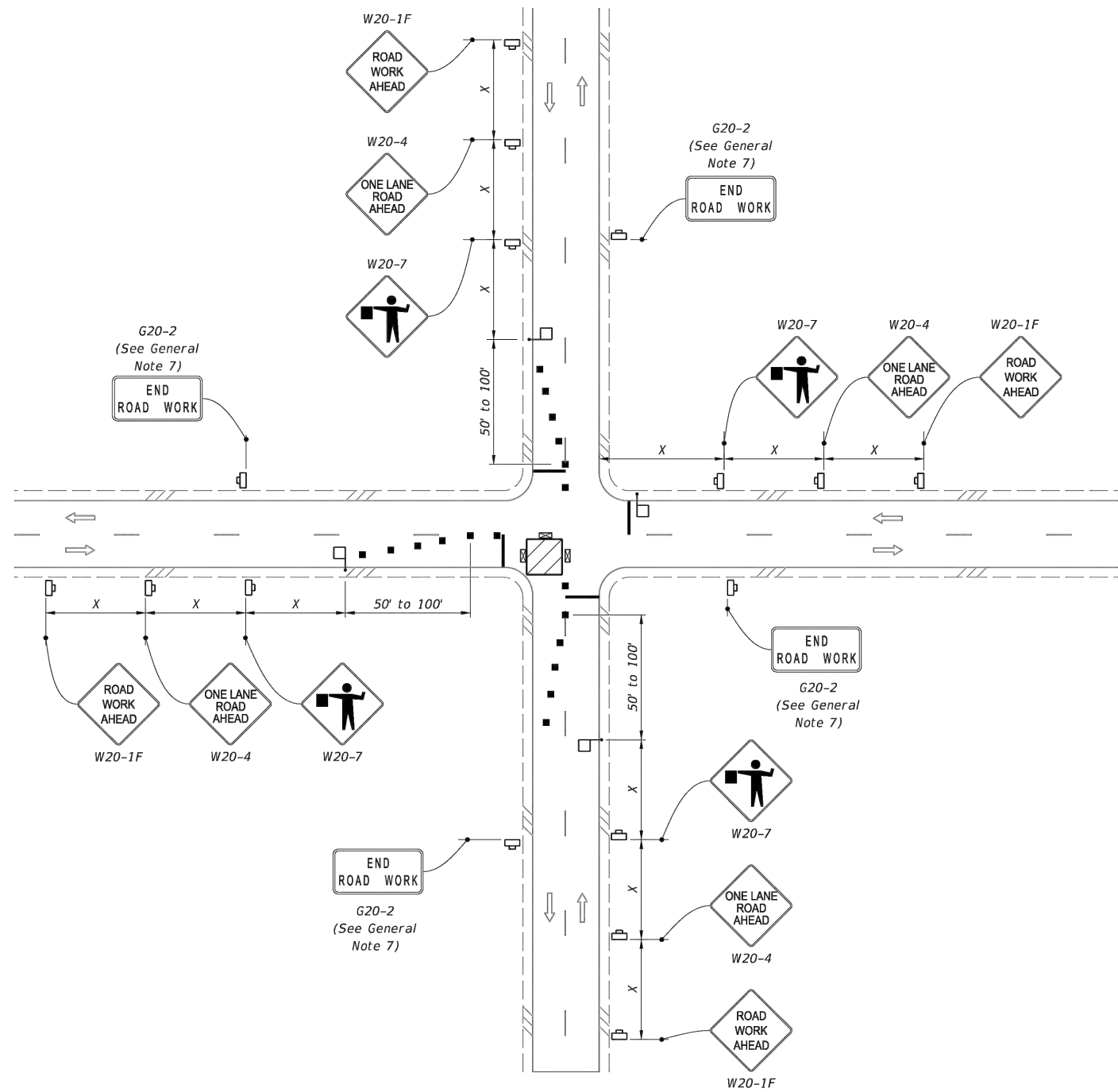
TWO-LANE, TWO-WAY  
WORK WITHIN THE TRAVEL WAY

INDEX  
102-603

SHEET  
1 of 2

NO.	DATE	REVISIONS	PROJECT NO.	Y25 - 1462	Yuro & Associates, LLC	145 Hilden Road, Unit 108 Ponte Vedra, FL 32081 (904) 342-5199	MICHAEL J. YURO, P.E. FLORIDA P.E. LICENSE NO. 65247 REGISTERED PROFESSIONAL	SHEARWATER - MILLING & RE-SURFACING PREPARED FOR: TROUT CREEK CDD MOT SHEET	SHEET NO.	10
			DRAWN BY:	YD						
			CHECKED BY:	MJY						
			DATE:	12/23/25		CERTIFICATE OF AUTHORIZATION NO. 28658				

- SYMBOLS:**
- Work Area
  - Channelizing Device (See Index 102-600)
  - Work Zone Sign
  - Type III Barricade
  - Stop Bar
  - Flagger
  - Lane Identification and Direction of Traffic



WORK IN INTERSECTION OF TWO-LANE ROADWAY

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY, INTERSECTION WORK	INDEX	SHEET
11/01/22						102-604	2 of 2

NO.	DATE	REVISIONS	PROJECT NO.	Y25 - 1462	Yuro & Associates, LLC	145 Hilden Road, Unit 108 Ponte Vedra, FL 32081 (904) 342-5199	MICHAEL J. YURO, P.E. FLORIDA P.E. LICENSE NO. 65247 REGISTERED PROFESSIONAL	SHEARWATER - MILLING & RE-SURFACING PREPARED FOR: TROUT CREEK CDD MOT SHEET	SHEET NO.
			DRAWN BY:	YD					11
			CHECKED BY:	MJY					
			DATE:	12/23/25		CERTIFICATE OF AUTHORIZATION NO. 28658			

Daniel Vallencourt, Chief Executive Officer  
Mike Vallencourt Sr., Chairman  
Kyle Gammon, Chief Financial Officer



Mike Vallencourt Jr., President  
Marcus McInamay, Executive Director  
Stan Bates, Executive Vice President  
Ryan Bass, Chief Operating Officer

<b>To:</b>	Shearwater CDD	<b>Contact:</b>	
<b>Address:</b>	100 Kayak Way	<b>Phone:</b>	(904) 293-1139
	St. Augustine, FL 32092 UNITED STATES	<b>Fax:</b>	
<b>Project Name:</b>	Shearwater Pkwy Mill And Overlay 01-14-206	<b>Bid Number:</b>	
<b>Project Location:</b>	Shearwater, St. Johns, FL	<b>Bid Date:</b>	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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## 001 General Conditions

100	Mobilization And Cleanup	1.00	LS	\$10,462.72	\$10,462.72
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**Total Price for above 001 General Conditions Items:** \$10,462.72

## 005 As Builts

500	As Builts	1.00	LS	\$3,037.02	\$3,037.02
-----	-----------	------	----	------------	------------

**Total Price for above 005 As Builts Items:** \$3,037.02

## 006 Erosion Control

608	Inlet Protection	8.00	EACH	\$187.77	\$1,502.16
-----	------------------	------	------	----------	------------

**Total Price for above 006 Erosion Control Items:** \$1,502.16

## 007 Maintenance Of Traffic

700	Maintenance of Traffic	1.00	LS	\$43,127.99	\$43,127.99
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**Total Price for above 007 Maintenance Of Traffic Items:** \$43,127.99

## 008 Demolition

816	Mill Existing Asphalt	8,750.00	SY	\$6.83	\$59,762.50
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**Total Price for above 008 Demolition Items:** \$59,762.50

## 011 Earthwork

1110	Earthwork Density Testing	1.00	LS	\$9,638.63	\$9,638.63
------	---------------------------	------	----	------------	------------

**Total Price for above 011 Earthwork Items:** \$9,638.63

## 015 Asphalt Paving

1503	1" Asphalt Pavement	8,750.00	SY	\$13.79	\$120,662.50
1518	Tack Coat	8,750.00	SY	\$0.63	\$5,512.50

**Total Price for above 015 Asphalt Paving Items:** \$126,175.00

## 017 Striping & Signs

1702	Temp. Paint for Thermoplastic	1.00	LS	\$6,258.85	\$6,258.85
1703	Thermoplastic Striping	1.00	LS	\$28,790.71	\$28,790.71

**Total Price for above 017 Striping & Signs Items:** \$35,049.56

**Bid Price Subtotal:** \$288,755.58

**Total Bid Price:** \$288,755.58

**Notes:**

- The above price excludes Landscaping & Irrigation
- The above price excludes Sunday Work
- The above price is based on the owner providing horizontal and vertical site control
- Vallencourt intends to utilize portions of the Amenity Center Parking Lot for Equipment Parking. The parking lot will be cleaned and restored to its preconstruction condition upon demobilization.

**Payment Terms:**

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Vallencourt Construction Company, Inc.**

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

**Estimator:** Mike Vallencourt, II  
(904) 291-9330 mike2@vallencourt.com



Duval Asphalt Products, Inc.  
7544 Phillips Highway  
Jacksonville, FL 32256  
(904) 296-2020  
(904) 296-6574 fax



## PROPOSAL: Shearwater Phase 1 Mill and Resurface

<b>To:</b>	<b>Property:</b>
------------	------------------

Yuro & Associates, LLC

Attn: Mike Yuro

145 Hilden Rd

Unit 108

Ponte Vedra, FL 32081

Phone: (904) 343-0929

Shearwater Parkway

St Augustine, FL 32092

<b>Proposal Date:</b>	Jan 12, 2026	<b>Quote ID:</b>	QUO-06164-F9B7M2 (Rev. 0)
<b>Effective From:</b>	1/12/2026	<b>Effective To:</b>	2/11/2026

Line No.	Product	Price	Approval (your initials)
10	Mill and Resurface   Approx. 8611 Sq Yds @ \$16.51 / Sq Yd Mill approx. 8,611 SqYds of existing asphalt with an average depth of 1" and haul offsite. Apply tack coat. Install approx. 8,611 SqYds of SP 9.5 asphalt mix with an average depth of 1". <ul style="list-style-type: none"><li>• Includes 1 mobilization.</li><li>• This line item calls for 538.19 budgeted tons based on size and designed thickness.</li><li>• Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote.</li><li>• Includes MOT. Job is based on two days for mill and resurface.</li></ul>	\$142,167.61	
20	Striping and Thermo   Restripe during milling and paving operation. Install thermo two weeks after resurfacing. **Includes MOT for thermoplastic install.  Approx. 1,740' Double 6" Yellow Approx. 5,321' Single 6" White Approx. 1,647' Single 6" Yellow 3 Stop Bars 2 Turn Arrows	\$38,240.98	

Drainage is not implied or guaranteed by this quote. It is understood that Duval Asphalt will receive compensation for any drainage related work. This quote is figured without adding money for rework of areas lacking sufficient pitch to allow for drainage. As a contingency, \$450 per hour with a 4 hour minimum should be factored for drainage adjustment. 2%, or greater, prevailing pitch is required for complete drainage.

Prime is \$.65 per SY with a 1,500 SY minimum per mob. Anything under 1,500 SY is \$4.75 per GI for material plus a \$500 mob. All Prime is scheduled thru Allen Shirley at (904) 219-7447.

<b>Estimated Total (assuming all line items)</b>	<b>\$180,408.59</b>
--	---------------------

# **The terms contained in Exhibit A are hereby fully incorporated by reference into this proposal**

THIS CONTRACT IS CONTINGENT ONLY UPON CREDIT APPROVAL BY DUVAL ASPHALT PRODUCTS.

TERMS - NET 30 DAYS ANY PAYMENTS NOT RECEIVED BY THAT TIME SHALL BEAR INTEREST AT THE RATE OF 1 1/2 % PER MONTH, AND CUSTOMER ALSO AGREE TO PAY DUVAL ASPHALT PRODUCTS, INC. COST AND EXPENSES OF COLLECTION, FOR ANY BREACH OF THIS PROPOSAL, INCLUDING REASONABLE ATTORNEYS FEES WHETHER OR NOT A SUIT IS FILED. NO RETAINAGE IS TO BE WITHHELD FROM PAYMENTS DUE FROM THIS CONTRACT. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE AT THE OFFICES OF DUVAL ASPHALT PRODUCTS, INC. OR BY MAIL.

ACCEPTANCE OF PROPOSAL - THE ABOVE OR ATTACHED PRICES AND SPECIFICATIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

**RESPECTFULLY SUBMITTED,**

***Duval Asphalt Products, Inc.***

Justin Joiner

E-mail: [jjoiner@duvalasphalt.com](mailto:jjoiner@duvalasphalt.com)

Cell Phone: 9047532334

**ACCEPTED BY:**

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

## Exhibit A

1. Any damage to our work will be repaired on a cost plus 20% basis.
2. All work is guaranteed to be installed as specified. Duval Asphalt warranties the installation of pavement / sealcoating against defects in material and workmanship for (1) year from date of completion.
3. Asphalt is a flexible pavement, unless otherwise noted, Duval Asphalt does not guarantee against ponding water or make provisions for the repair of such areas under this contract.
4. Duval Asphalt requires a representative of your company be on-site during project operations in order to resolve any related issues.
5. Changes to contract quantity in excess of 10 percent (10%) will result in adjustment of unit prices.
6. Permits, bonds, testing, layout, saw cutting, maintenance of traffic, and striping, are not included unless otherwise noted in the scope of this contract.
7. Dumpsters must be removed from pavement surface and irrigation systems must be turned off 24 hours prior to start of project. Any delay or change in schedule by owner or owner's representative after Duval Asphalt has mobilized on site, such as base not being ready or wet pavement due to irrigation being left on, will result in a re-mobilization charge of \$3,500 for paving and \$1,250 for sealcoating. Quotes based on one mobilization unless stated otherwise.
8. Changes to a project that require additional days of work are to be priced on an individual basis. The mobilization charge above in #7 is not sufficient or applicable to add additional days of work.
9. A two-week notice is required, prior to start of project, to schedule job. It is understood that the schedule is subject to change due to inclement weather.
10. Duval Asphalt is not responsible for damage to underground utilities caused by the normal prosecution of our work.
11. Installation of new asphalt surfaces will not prevent reflective cracking; no warranty is stated or implied.
12. Adequate curing period must be allowed in order to minimize scuffing and tearing. Scuffing and tearing of the asphalt will occur in the hot summer months, no warranty is stated or implied.
13. Duval Asphalt does not guarantee against surface defects (i.e., cracking, ponding, settling, etc.) resulting from base installed by others, or areas where inadequate base is discovered.
14. Duval Asphalt recommends the removal and replacement of oil and other solvent deteriorated asphalt. We do not guarantee sealcoat adhesion to raised and exposed aggregate, pavements with coquina shell, concrete areas with spilled mortar or other films or coatings, extremely dirty areas or areas containing mold or mildew.
15. Sealed areas shall be barricaded to all traffic. Duval Asphalt is not responsible for damages to sealed areas, sidewalks, or tracking of sealer due to foot traffic and or vehicle traffic crossing barricaded areas. Barricades may be opened to traffic no less than 24 hours after application.
16. Cost of towing vehicles is the responsibility of owner or management. There will be a charge of \$250 per hour for sealcoat, and \$750 per hour and any trucking delay charges for paving and patching.
17. The removal of unsuitable material such as much, marl, clay, organic material, sand, etc. or the replacement of clean fill, and the removal of vegetation is not included in this contract unless otherwise stated.
18. Quote based on normal non-union rates, no payroll transcripts required, no retainage will be withheld from payments to this contract. Final payment based on in-place measurements unless otherwise stated as "total investment". Duval Asphalt is an EOE in accordance with 41CFR 60-250.4(m), 60-741.4 and 61.250.
19. Contracts are bid at specific thickness, additional material needed to complete project due to curb being cut to deep, base not smooth and level, or unforeseen problems will be billed according to contract.
20. Should customer cancel this contract before work begins, the parties agree that 20% of the proposed contract price will be payable to Duval Asphalt as liquidated damages (not as penalty) representing the reasonable admin. Expenses incurred on the project and lost profit.
21. If during normal completion of scope, inadequate base is discovered, the customer can proceed and void any warranty in affected area and incur no additional cost. If corrective action is elected, cost will be determined on a case-by-case basis and will result in additional cost for labor and material.
22. This quote assumes no testing will be performed and no DOT, or DOT style specifications will be required. DOT specifications cannot be achieved on any project outside DOT roadways built entirely with DOT approved processes and material.
23. Price is based on Duval Asphalt retaining all milled asphalt material to use for recycled content. If prime or owner elect to retain any or all of the milled material, asphalt price is subject to change to reflect the need for virgin material substitute.

July 2021 Revision

Initials \_\_\_\_\_



# Job Information Sheet

(Please complete entirely with addresses and phone numbers)

\_\_\_\_ Private (not bonded)  
\_\_\_\_ Bonded Private or State (bonded by general contractor)  
\_\_\_\_ Federal Work (Miller Act)

## ATTACH NOTICE OF COMMENCEMENT

(If one has been recorded)

Project Name: Shearwater Phase 1 Mill and Resurface  
Address: Shearwater Parkway St Augustine FL 32092  
Description (if available): Lot: \_\_\_\_\_ Block: \_\_\_\_\_ OR Book: \_\_\_\_\_  
Page: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_ County: \_\_\_\_\_

Your Company Name: Yuro & Associates, LLC  
Address: 145 Hilden Rd Unit 108  
City: Ponte Vedra State: FL Zip: 32081  
Phone #: (904) 343-0929

General Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Name of Company your Contract is with: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Property Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Bonding Company and/or Bond Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Bank Name or Funding Source: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ RETAINAGE: \_\_\_\_\_ %



Phone: (904) 355-1776 · Fax: (904) 355-1467

P.O. Box 43669 · Jacksonville, FL 32203-3669

[www.allproasphalt.net](http://www.allproasphalt.net)

Proposal submitted to	Work to be performed at
Name: Yuro & Associates, LLC	Trout Creek CDD
Address: 145 Hilden Road Unit 108	Address: Shearwater Pkwy
City: Ponte Vedra FL 32081	City: St Augustine State: FL
Date: 1/14/26	Contact: Michael J. Yuro, P.E. (904) 343-0929
Bid # K260114-1A	Email: myuro@mjyuro.com

We hereby propose to furnish the materials and perform the labor necessary to complete the following:

**Asphalt milling and paving:**

- provide flaggers and signs for one lane traffic.
- mill 8,200 SY of existing pavement 1" and haul off removed material.
- broom clean milled surface.
- apply hot tack coat for adhesion of new asphalt pavement.
- install 8,200 SY of 1" SP 9.5 hot mix asphalt paving.
- compact all new pavement with vibratory and traffic rollers. **\$163,450.00**

**Striping:**

- layout and stripe all pavement markings back with standard traffic paint: **\$6,500.00**
- return after 14 days and install thermoplastic markings over all new paint: **\$18,500.00**

**TOTAL: \$188,450.00**

This proposal is good for work through: February 2026

This proposal is priced for one milling mobilization, each additional at \$6,000.00.

This proposal is priced for one paving mobilization, each additional at \$3,750.00.

Asphalt is a flexible pavement and will reflect cracking from underlying surfaces. All Pro Asphalt does not guarantee against cracking of asphalt placed over existing cracked, shifting, or settling surfaces or tree root areas.

All Pro Asphalt is not responsible for damage to buried lines, cables, wiring, pipes, utilities, or other obstructions not clearly marked prior to commencement of work.

Area to be cleared prior to work commencing, customer is responsible for moving of items / vehicles.

Terms are net 30 days. A finance charge of 1.5% per month or 18% per year will be assessed on past-due balances.

If All Pro is required to take any action to collect any sum due hereunder All Pro shall be entitled to recover it's Attorney's fees and costs incurred to do so, whether incurred before suit, during suit, post-judgment or on appeal.

Exclusions:

-Performance and payment bonds.

-Maintenance of traffic & M.O.T. devices (signs and barricades other than cones) or provision of traffic officers.

-testing or coring of subbase material, testing of base material, or testing of asphalt.

**All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner.**

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Respectfully Submitted:

Ryan Kibler

Project Manager

[rkibler@allproasphalt.net](mailto:rkibler@allproasphalt.net)

(904) 418-1182 - cell

Note: This proposal may be withdrawn by us if not accepted within 30 days.

#### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

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

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

## **Tab 3**



**RUPPERT**  
**LANDSCAPE**

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

**December 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
- We have been really focusing on getting the ornamental grasses cut down for winter ( Shearwater parkway)
- As we complete a bed of ornamental grass cutbacks we are also pulling and treating the weeds.
- Muhly grass installation across from outpost on multi purpose path and sumpter place.
- Tree install throughout phase 2

### **Upcoming month:**

- Cutting of ornamental grasses.
- weed control in the landscape beds
- Cutting and edging of SW prkway to maintain “neat” appearance .

- Hand pulling of weeds in the turf.

**Irrigation:**

- All irrigation has proper run times and coverage
- We are watering twice a week in the night time hours( EXCEPT ZONES THAT HAVE NEW TREES ) those are watering 5 days a week for now.
- 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.



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

***December 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)**





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

December, 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 performing weekly weed control within plant beds, removing fallen limbs from tree canopies, removing vine that exposes through plant materials. All Viburnum property line hedges have been trimmed to required heights, tree canopies are 8' and above, and mid to low level shrubs are being trimmed for reshaping.

*With the construction at the 210 entrance winding down, we would like to meet with a board representative or FSR CDD management onsite to discuss the landscape renovation that needs to occur due to construction damage. We have the original landscape installation plans we can review onsite to decide the scope of work that needs to be preformed.*

**Irrigation**

Irrigation rotor heads and spray heads have been adjusted and or replaced during Dec.2025 inspection. No major issues within the ph1 irrigation system.

*Irrigation System (Shearwater Parkway) is still running on battery timers as we are awaiting confirmation from FSR to reconnect the 2wire path at the 210 entrance.*

**Agronomics**

Fert/chem has completed all turf fertilization, post weed applications, and pre-m in all turf/shrub areas within ph1. **Please see attached report.**

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)

December, 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 preforming weekly weed control within plant beds, removing fallen limbs from tree canopies, removing vine that exposes through plant materials.

*Timberwolf roundabout options with proposals are below. These were requested by FSR CDD management.*

**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.

Within the ph3 townhomes there was a stuck valve on zone 10 that was sent in via work order. That valve was turned off and debris cleaned out of valve. This was caused by the new construction tying into the system and debris getting into the mainline.

**Agronomics**

Fert/chem has completed all turf fertilization, post weed applications within ph3. *Please see attached report.*

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 Amenity Center

Address \_\_\_\_\_

Date 12/9/2025 pg 1 of 1

### Irrigation Inspection Report

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

Water Source	Reclaim/Potable
Clock Type	Hunter ACC2
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 NOZZLE							
CHANGE TO 6"							
CHENGES TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System is properly functioning with no major issues.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

Name Shearwater Parkway PH1

Address \_\_\_\_\_

Date 12/10/2025 pg 1 of 1

### Irrigation Inspection Report

START TIME(S)	6pm	A
START TIME(S)		B
START TIME(S)		C

Water Source	Reclaim
Clock Type	Hunter ACC2
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 - 25						
TYPE (S,R,B,D)	S, R						
RUN TIME	18hr						
PROGRAM	A						

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

BROKEN PIPE							
BROKEN HEADS	Yes						
BROKEN NOZZLES	Yes						
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 is properly functioning with no major issues.

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

Name Martha Ct. Common Area

Address \_\_\_\_\_

Date 12/15/2025 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 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 is properly functioning with no major issues.

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

Name Timberwolf Clock ph3-A

Address SWP Turf

Date 12/15/2025 pg 1 of 4

### Irrigation Inspection Report

START TIME(S)	7pm
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 #	3,5,6,8,9,10,11,13,14,15,16,17,19,20,21,23,27,30,33,34,36,37,40						
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 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



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

Name Timberwolf Clock ph3-A

Address Timberwolf Turf

Date 12/15/2025 pg 2 of 4

### Irrigation Inspection Report

START TIME(S)	
START TIME(S)	7pm
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 #	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 12/16/2025 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 NOZ-							
CHANGE TO 6"							
CHANGE TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

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



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

Name Timberwolf Clock ph3-A

Address Timberwolf Shrubs/Trees

Date 12/16/2025 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-							
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 Shearwater Parkway Clock ph3B-A

Address SWP\_Cal Turf

Date 12/17/2025 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-							
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

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



## Irrigation Inspection Report

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

Name Shearwater Parkway Clock ph3B-A

Address Shrubs\_Trees

Date 12/17/2025 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 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 Shearwater Parkway Clock ph3B-AAddress Seaforth TurfDate 12/17/2025 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 NOZ-							
CHANGE TO 6"							
CHENGES 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 Cart Path

Date 12/17/2025 pg 4 of 4

### Irrigation Inspection Report

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

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## Spray Report

Customer: Prestige Landscapes of North Florida

Property: Shearwater Phase 1 CDD

Date: 12/8/25- 12/11/25

Area treated +/- 7 acres

Total Gallons used: 800

### Product:

8-4-36 @ 12 lbs per acre

Atra 4 @ 64oz per acre

Prodiamine @ 1 lb per acre

Bifen XTS @ 5 oz per acre

MSM Turf @ .3 oz per acre

The target for this application was to apply a post-emergent and pre-emergent weed control combo with a winter fertilizer blend. The weeds present will begin to die within 10-21 days once watered in. Also applied a pre-emergent weed control to help with the prevention of most winter weeds.



## Spray Report

Customer: Prestige Landscapes of North Florida

Property: Shearwater Phase 3 CDD

Date: 12/1/25- 12/7/25

Area treated +/- 25 acres

Total Gallons used: 2500

### Product:

8-4-36 @ 12 lbs per acre

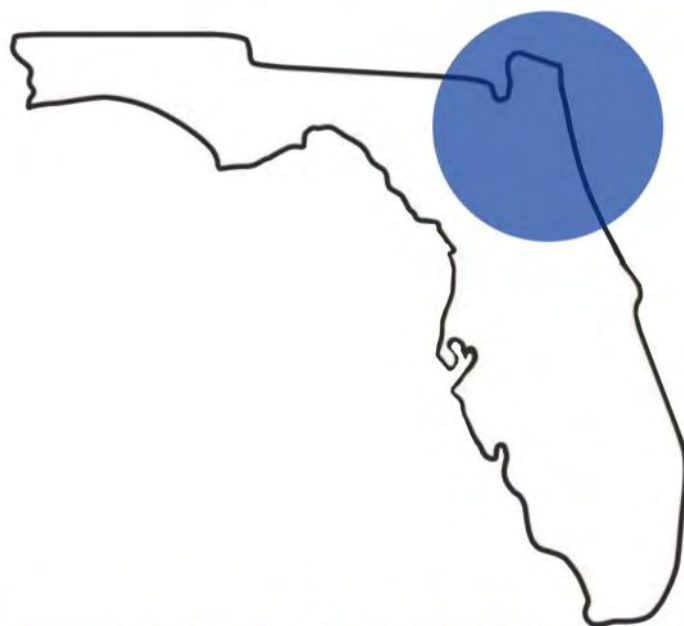
Atra 4 @ 64oz per acre

Prodiamine @ 1 lb per acre

Bifen XTS @ 5 oz per acre

MSM Turf @ .3 oz per acre

The target for this application was to apply a post-emergent and pre-emergent weed control combo with a winter fertilizer blend. The weeds present will begin to die within 10-21 days once watered in. Also applied a pre-emergent weed control to help with the prevention of most winter weeds.



# 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)



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

**Landscape/Hardscape**

Job Name: Timberwolf Roundabout Landscape/Hardscape Job # 10jx1082.101  
Property Name: Trout Creek CDD ph3 Date: January 6, 2026  
Client: FSR - Belynda Tharpe  
Address:  
City/State/Zip:  
Phone:

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

**Description**

Prestige Landscapes proposes to install landscape/hardscape at Timberwolf Roundabout.

All plant material will be FL #1.

Fine grading is to be performed our install crews to ensure proper grade before plant material is installed. Will also remove debris that would impact the install process.

Materials & Services	Quantity	Unit Price	Total
Bolder 2-3'	3 \$	280.66 \$	841.97
P-PB (Brown .5" river rock with gator bond) Gator Bond will secure the rock to ensure rock can not be thrown or spilled into the road.	10 \$	636.95 \$	6,369.48
Labor Prep	45 \$	45.00 \$	2,025.00
<b>TOTAL PRICE</b>		<b>\$</b>	<b>9,236.45</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 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: January 6, 2026



### TROUT CREEK CDD PH3 - TIMBERWOLF ROUNDABOUT ISLAND



**EXISTING**

REMOVE: PINESTRAW

ADD: 1.5" BROWN RIVER ROCK  
BOULDER CLUSTER IN CENTER



**PROPOSED**

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

**Landscape/Hardscape**

Job Name: Timberwolf Roundabout Landscape/Hardscape  
Property Name: Trout Creek CDD ph3  
Client: FSR - Belynda Tharpe

Job # 10jx1082.101  
Date: January 6, 2026

Address:  
City/State/Zip:

Phone:

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

**Description**

Prestige Landscapes proposes to install landscape/hardscape at Timberwolf Roundabout.

All plant material will be FL #1.

Fine grading is to be performed our install crews to ensure proper grade before plant material is installed. Will also remove debris that would impact the install process.

Materials & Services	Quantity	Unit Price	Total
Muhly Grass 3 gal.	25 \$	21.86 \$	546.50
Bolder 2-3'	3 \$	280.66 \$	841.97
P-PB (Brown .5" river rock with gator bond) Gator Bond will secure the rock to ensure rock can not be thrown or spilled into the road.	10 \$	636.95 \$	6,369.48
Labor Prep	45 \$	45.00 \$	2,025.00
<b>TOTAL PRICE</b>		<b>\$</b>	<b>9,782.95</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: January 6, 2026



TROUT CREEK CDD PH3 - TIMBERWOLF ROUNDABOUT ISLAND



**EXISTING**

**LANDSCAPE DESIGN SUGGESTIONS**

- REMOVE:** PINESTRAW  
**ADD:** 1.5" BROWN RIVER ROCK  
MUHLY GRASS  
BOULDER CLUSTER IN CENTER



**PROPOSED**

## **Tab 4**



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6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Phone: 904-997-0044

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## Service Report

**Date:** December 17, 2025

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

**Client:** Trout Creek CDD

**Waterways:** 43 ponds

**Note:** Second report for December.

**Pond 2a:** This pond was in fair condition. The water level is normal.  
Treated perimeter for pennywort.



**Pond 10a:** Pond was in fair to good condition. The water level is good. Treated for algae.



**Pond 21A:** Pond was in fair condition. The water level is good. Treated perimeter for torpedo grass.





**Pond 22B:** Pond was in fair condition. The water level is good. Treated perimeter for Bacopa.



**Pond 28A:** Pond was in good condition. The water level is good. Treated perimeter for minor cattails.



**Pond 28B:** Pond was in good condition. Water level is normal. Treated perimeter for minor cattails.



Jim Charles





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6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Phone: 904-997-0044

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## Service Report

**Date:** January 13, 2026

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

**Client:** Trout Creek CDD

**Waterways:** 43 ponds

**Note:** First report for January.

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



**Amenity Pond:** This pond was in good condition. The water level was a little low.



**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 improved condition. The water level is normal. Treatment for pennywort last month had good results.



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



**Pond 3a:** This pond was in good condition. The water level is normal.





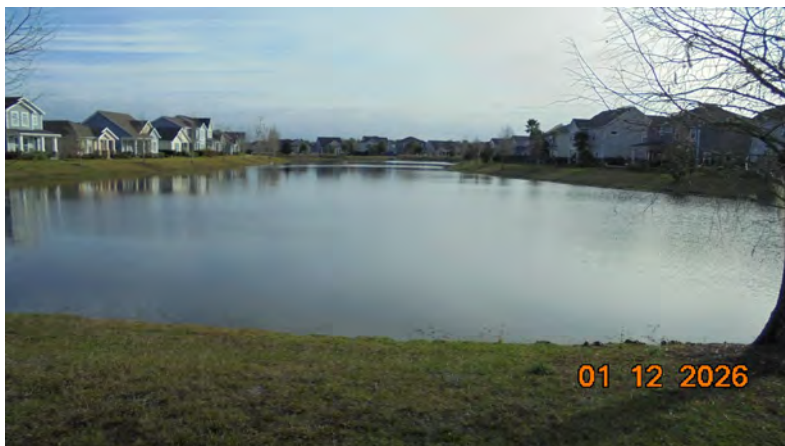
**Pond 6:** This pond was in good condition. The water level is low.



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



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



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



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



**Pond 9a:** Pond was in good condition. The water level is normal.



**Note:** The homeowner at the end of the pond has cleaned up the overgrowth next to the pond.



**Pond 9b:** Pond was in good condition. The water level is normal.



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





**Pond 10a:** Pond was in good condition. The water level is good. Algae treatments last month were effective. No algae noted this month.



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



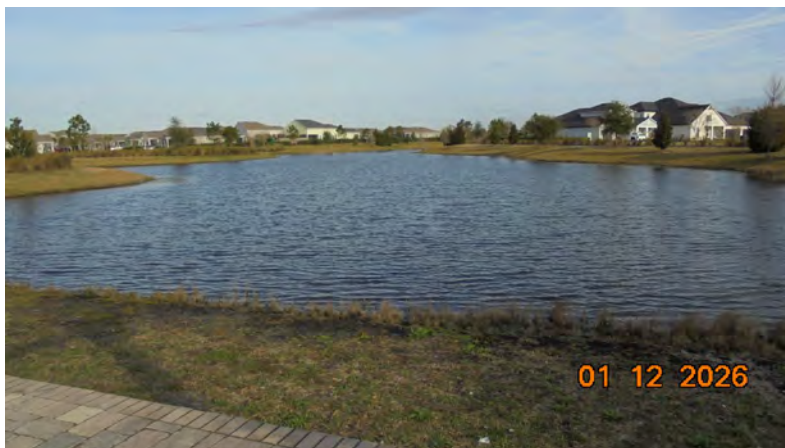
**Pond 10d:** Pond was in good condition. The water level is normal.



**Pond 11a:** Pond is finally in very good condition. The water level is good.



**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.



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



**Pond 14b:** Pond was in good condition. The water level is normal.  
Treated torpedo grass is decaying.



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



**Pond 21A:** Pond was in fair condition. The water level is good. Perimeter treatment last month had good results.



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





**Pond 22A:** Pond was in good condition. Water level is good.



**Pond 22B:** Pond was in good condition. The water level is good. Treatment for Bacopa last month had good results.



**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 good 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. Perimeter treatment last month for minor cattails was effective.



**Pond 28B:** Pond was in good condition. Water level is normal. Minor cattail treatment last month had good results.



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



**Pond 29B:** Pond was in good condition. The water level is good. Scheduled for minor algae treatment.



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





**Pond 33:** Pond was in fair condition. The water level is normal. Algae accumulated at end of pond will be treated in the next couple of days.



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



**Pond 35:** Pond is in good condition. Water level is normal.



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



Jim Charles





6869 Phillips Parkway Dr S  
Jacksonville, FL 32256  
904-997-0044

## Aquatic Management Agreement

This Agreement dated January 12, 2026 is made between Charles Aquatics, Inc., a Florida Corporation, and

Name Trout Creek CDD c/o Rizzetta & Company

Property Address 100 Kayak Way, St Augustine, FL

Billing Address PO Box 32414, Charlotte, NC 28232


Phone Number 904-436-6270 Cell Number \_\_\_\_\_ E-Mail mdobbins@rizzetta.com

Hereinafter called "CLIENT"

The parties hereto agree to the following:

- Charles Aquatics, Inc. agrees to provide monthly visual inspections of the waterway(s) and application of herbicides or algaecides, as needed, in accordance with the terms and conditions of this Agreement and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this Agreement at the following location:  
**Four (4) stormwater ponds previously known as Shearwater HOA located in St Johns County, FL.**
- CLIENT agrees to pay Charles Aquatics, Inc. the following sum(s) for the listed aquatic management services:
  - Monthly Aquatic Management Services for 4 ponds in HOA \$ **247.00**
    - Total proposed monthly contract for Trout Creek CDD **\$4,100.00**
  - Permitting for Triploid Grass Carp \$ **No Charge**
  - Triploid Grass Carp Stocking (Upon Approval) \$ **8.00/fish**
  - Fabrication and Installation of Aluminum Fish Barriers \$ **55.00/s.f.**
- The terms and conditions in this Agreement (pages 1-3) form an integral part of this Agreement and CLIENT hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned signed and in its entirety to be considered valid.
- The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CLIENT to Charles Aquatics, Inc. within 30 days of issuance.
- The Effective Date of this Agreement is the first day of the month in which aquatic management services are first provided.
- CLIENT warrants he is authorized to execute this Agreement on behalf of the riparian owner and to hold Charles Aquatics, Inc. harmless for consequences of such service not arising out of the sole negligence of Charles Aquatics, Inc. This would include injury or death to humans or animals who swim, drink, boat or fish in waterways. Recreational activities may result in ingesting or coming into contact with harmful, pathogenic microorganisms.
- CLIENT agrees to reimburse Charles Aquatics, Inc. for all processing fees for registering with third party companies for compliance monitoring services.

Charles Aquatics, Inc.

  
James H. Charles, III

CLIENT

Sign \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_

## **Terms & Conditions**

1. Control Methods: Aquatic Management Services will be provided by environmentally safe water management practices using one or more of the following established methods and techniques where applicable for the control of non-native, invasive or noxious species of aquatic weeds:
  - a. Chemical Control: this method consists of periodic applications of aquatic herbicides and algacides to control aquatic weeds and filamentous or macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algacides, dissolved oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for the oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control. Shoreline weeds that border the water's edge, such as torpedo grass, alligator weed and cattails, will be controlled with herbicide treatments. Many of these species take several months or longer to fully decompose. CLIENT is responsible for any desired physical removal at an additional cost.
  - b. Biological Control: this method consists of stocking of weed-eating fish, primarily Triploid Grass Carp. CLIENT acknowledges that prior to fish stocking, governmental permits may be required and there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking.
  - c. Mechanical Removal: this method consists of the physical removal of floating aquatic weeds from waterways. The disposal site of the removed weeds will be determined by mutual agreement between Charles Aquatics, Inc. and the CLIENT. This service is available for an additional fee but is not included in this Agreement.
  - d. Trash: Trash and light debris floating within and from the areas immediately surrounding the waterway(s) may be collected during the regularly scheduled service. Trash and light debris is defined as litter such as cups, plastic bags and other man-made materials that will fit into a 5 gallon bucket. Large or dangerous items such as biohazards, landscape debris or construction debris will not be included. Styrofoam materials are excluded. Removal of 100% of lake trash is not guaranteed.
2. Disclaimer - Neither party to this Agreement shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
3. Damages - Charles Aquatics, Inc. agrees to hold CLIENT harmless from any loss, damage or claims arising out of the sole negligence of Charles Aquatics, Inc. However, Charles Aquatics, Inc. shall in no event be liable to the CLIENT or to others, for indirect, special or consequential damages to property resulting from normal activities performed in a responsible manner.
4. Access: CLIENT agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Access should be on an unobstructed utility or drainage easement and allow for 10' wide by 10' high, provide a firm surface for passage of boat, boat trailer and towing vehicles, have a grade of no greater than 45°, and not require crossing bulkheads surrounding waterway(s). In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this Agreement may be terminated or renegotiated.
5. Time-Use Restrictions: When Federal and State regulations require water time-use restrictions following the application of aquatic herbicides, Charles Aquatics, Inc. will notify the CLIENT in writing of such restrictions at the time of treatment. It shall be the responsibility of the CLIENT to comply with the restrictions throughout the required period of time-use restrictions. CLIENT understands and agrees that notwithstanding any other provisions of this Agreement, Charles Aquatics, Inc. does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
6. Insurance: Charles Aquatics, Inc. shall maintain the following insurance coverage: Automobile Liability, General Liability, and Pollution Liability. Workers' Compensation coverage is also provided at statutory limits. Charles Aquatics, Inc. will submit certificates of insurance upon request.
7. Payment terms: CLIENT understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CLIENT places their account on hold, an additional start-up fee may be required due to aquatic re-growth. All invoices will be paid within 30 days of the date of the invoice. Payments made after 30 days will be considered in arrears and will be assessed interest charges in the amount of 1.5% for each month payment is late. CLIENT agrees to reimburse Charles Aquatics, Inc. for any bank charges and handling fees resulting from a returned check.
8. Non-payment/Default: In the case of non-payment by the CLIENT, Charles Aquatics, Inc. reserves the right, following written notice to the CLIENT, to terminate this Agreement and reasonable attorneys' fees and costs of collection shall be paid by the CLIENT, whether suit is filed or not.
9. Renewal: Upon completion of this Agreement or any extension thereof, this Agreement shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of Charles Aquatics, Inc., CLIENT agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.

10. Termination: Termination of this Agreement may be made in writing at any time by Charles Aquatics, Inc. or by the CLIENT. The effective date of any termination will be the last day of the month during which written notice is received and acknowledged by the recipient. In the event CLIENT terminates the Agreement prior to the end of the initial year, CLIENT agrees to pay Charles Aquatics, Inc. for the balance of the agreement.
11. Assignment of this Agreement: This Agreement is not assignable by the CLIENT except upon prior written consent by Charles Aquatics, Inc.
12. Alterations and Modifications: This three (3) page Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both Charles Aquatics, Inc. and the CLIENT.
13. Disclosure: CLIENT agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this Agreement and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscaping around pond is effluent or reclaimed water			
b) Water from the treated waterway(s) is used for irrigation			
c) Water from the treated waterway(s) is used for human or animal consumption			
d) Treated waterway(s) are not used for swimming by humans or pets			
e) Treated waterway(s) have been mitigated (government required aquatic planting) or are scheduled to be mitigated.			
f) Any special use of treated waterway(s) which may conflict with treatments			
g) The presence of fish such as Triploid Grass Carp, Tilapia or Koi in the treated waterway(s)			
h) Restrictions on the use of any aquatic herbicides or algacides in the waterway(s) to be treated			
i) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating			

14. For any condition(s) checked "YES" above, please provide additional details below:

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15. CLIENT agrees that its failure to disclose any conditions listed above may compromise Charles Aquatics, Inc.'s capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the Agreement. Any failure disclose any condition which hinders or significantly changes Charles Aquatics, Inc.'s ability to provide their services does not relieve CLIENT's obligation to pay for the services provided under the terms and conditions of this Agreement.

## **Tab 5**

**Trout Creek CDD**  
**GM/AGM Operations Report for January 22, 2026**

**Mischief/ Vandalism:**

- 2 ping pong balls have been destroyed in addition to others reported in prior months reports, along with the foosball tables rubber seal for scoring
- Covers are continuing not to be put back on game tables (foosball and pool table even when not in use)
- Volleyball net poles destroyed at Falls Park – Photos attached, Board please advise Staff on how to proceed
- Turf destroyed at Falls Park side field – Photos and proposals to repair options attached for Board consideration, please advise Staff on how to proceed
- Firepit at Outpost was destroyed and vandalized due to teenagers putting wood pallets into pit and shifting/ breaking – Staff is requesting Board to consider the attached options on how to move forward
- Vandalism graffiti under the bridge going into phase 3, near the Outpost - Photos attached and listed in Maintenance Report
- Vape device flushed in the men's private restroom at the Fitness Lodge, causing the toilet to be serviced as it was not flushing - Photos attached and listed in Maintenance Report
- Picnic tables painted at North Creek Park – Photos attached and listed in Maintenance Report

**Administration:**

- Assisted Lifestyle/ Maintenance with Holiday Decoration setup/ breakdown
- Assisted Lifestyle with Light up Shearwater event
- Onsite discussion with design architects
- Attended FirstService Residential training sessions
- Onsite meeting and discussion with potential DM regarding RFP
- Assisted Lifestyle with Ladies Hallmark Movie Night event
- Hosted team Holiday outing at Topgolf
- Discussion/ meeting with First Coast Vender Village regarding Winterfest
- Onsite meeting with fencing companies to collect proposals for the Tennis/ Gym fence
- Assisted Lifestyle and team with Winterfest event
- Worked with landscaping companies and pine straw vendor for continued pine straw project
- Worked with Ruppert and Prestige Landscaping companies regarding placement/planting of 45 trees from JEA waterline
- Conducted interviews for new hire for the maintenance technician position, and conducted on boarding paperwork and routine
- Assisted Lifestyle with Kids New Years Eve event

**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 Supervisor Ronnie Murphy
- Monthly meeting with Supervisor Vincent Sajkowski
- Monthly meeting with Vice Chairperson Heather Loffredo
- Conducted weekly staff meeting (every Thursday)
- RecNet monthly meetings
- Maintenance inspection with maintenance supervisor (bi-weekly)
- Attended the monthly FSR lifestyle collaboration call

**Kayak Hub:**

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

**Lifestyle:**

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

**Maintenance/ Vandalism/ Mischief Issues:**

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

















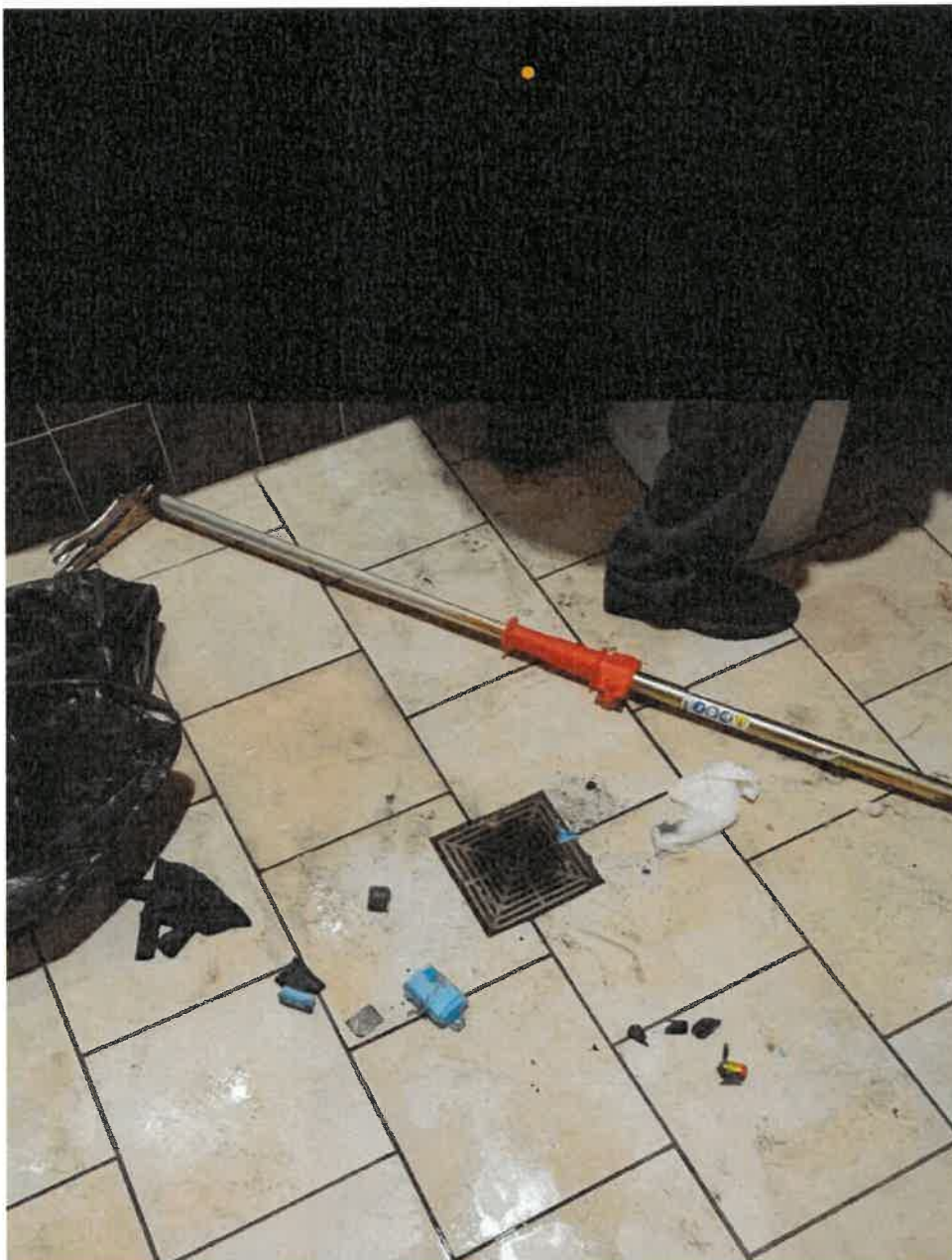
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**Vandalism Under The Bridge In Phase 3**

**Created:** Tue, 1/6/2026

(13)



**Removed Vape Pen From Toilet In Men's Private Stall At Fitness Lodge.**

**Created:** Tue, 1/6/2026

Before

(11)



**Painted Tables At North Creek, Recommend Replacing Soon.**

**Created:** Tue, 1/6/2026

Before



Dec 1, 2025–Dec 31, 2025



# Category Sales Report

CAFE

Category	Items Sold	Gross Sales
Uncategorized	9	\$320.27
CANDY	35	\$50.75
CHIPS	26	\$52.00
DRINKS	78	\$137.00
HOT DRINKS	11	\$11.00
KIDS MEAL	4	\$27.50
PIZZA	4	\$20.00
SANDWICHES	1	\$7.50
SINGLE ITEMS	1	\$4.00
TREATS	43	\$162.00
WRAPS/BURGERS	3	\$22.00
Total	215	\$814.02



Dec 1, 2025–Dec 31, 2025

# Category Sales Report

TCCDD



Category	Items Sold	Gross Sales
Uncategorized	56	\$2,144.67
FOBS	19	\$570.00
TCCDD Reservations	53	\$5,315.00
Total	128	\$8,029.67

Dec 14, 2025

# Category Sales Report

CAFE



Category	Items Sold	Gross Sales
CANDY	1	\$1.75
DRINKS	4	\$8.00
KIDS MEAL	2	\$14.00
PIZZA	1	\$5.00
SINGLE ITEMS	1	\$4.00
Total	9	\$32.75

Dec 21, 2025

# Category Sales Report

CAFE



Category	Items Sold	Gross Sales
CHIPS	1	\$2.00
DRINKS	2	\$4.00
TREATS	4	\$16.00
Total	7	\$22.00

Dec 28, 2025

# Category Sales Report

CAFE



Category	Items Sold	Gross Sales
CHIPS	3	\$6.00
DRINKS	7	\$11.00
HOT DRINKS	3	\$3.00
KIDS MEAL	1	\$7.00
PIZZA	1	\$5.00
TREATS	3	\$12.00
Total	18	\$44.00



# December, 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	Estimated	Actual
Total income	\$0.00	\$3,004.58
Total expense	\$0.00	\$15,899.86
Total profit	\$0.00	(\$12,895.28)

### EVENT REVENUE/ COST

Breakfast with Santa	Revenue	Cost
Dunkin Donuts		\$63.73
Publix - Food		\$56.81
Walmart - Food		\$74.58
Chick Fil A		\$491.40
Ticket Sales	\$1,099.45	
Total	\$1,099.45	\$686.52

Photos w/ Santa - 3 Days	Revenue	Cost
Candy Canes		\$54.95
Santa		\$500.00
Total	\$0.00	\$554.95

Tree Lighting	Revenue	Cost
Walmart - Beverages		\$28.57
Grinch		\$150.00

Winterfest	Revenue	Cost
Affy Tapple		\$434.89
Amazon Décor		\$2,671.14
Oriental Trading Décor		\$243.63
Home Depot - Tents, etc.		\$91.92
FCVV - Attractions and characters		\$5,050.00
Progressive		\$4,110.00
Home Depot - Lights and batteries		\$15.87
Walmart - Team Shirts + Décor - 29.96 +		\$133.84
Sam's Club - Hot cocoa supplies		\$118.13
Amazon - Tree fencing		\$85.99
Publix - Hot cocoa station		\$111.05
Total	\$0.00	\$13,066.46

Coffee & Conversation	Revenue	Cost
Sam's Club - Supplies		\$244.79
Publix		\$19.74
Total	\$0.00	\$264.53

Kids NYE Party	Revenue	Cost
Deritas - Sandwiches		\$216.00
Sam's - food and drinks		\$161.90
Dollar Tree		\$18.00
Publix - Beverages/ice		\$38.15

			Amazon - décor 50.44 + 50.03 + 36.81+	\$50.44
			Walmart - activity supplies	\$9.90
Total	\$0.00	\$178.57	Total	\$0.00 \$494.39
Curiosity U	Revenue	Cost	Luminary on Christmas Eve	Revenue Cost
Software		\$100.00	Home Depot Sand	\$19.71
Publix - Food (56.03 + 47.97)		\$104.00	Amazon - Bags	\$120.78
Total	\$0.00	\$204.00	Total	\$0.00 \$140.49
Ladies Hallmark Movie Night	Revenue	Cost	Shuttle Service	Revenue Cost
Blowup seats		\$309.95	EZ Event ride - 4 shuttles	\$2,400.00
Total	\$0.00	\$309.95	Total	\$0.00 \$2,400.00
Events Summary		Actual		
Total income		\$1,099.45		
Total expense		\$15,245.42		
Total Profit		-\$14,145.97		
VENDOR REVENUE - 10% OF ALL SALES				
Vendor	Payment Method	Income		
904 Tennis	Check	\$1,541.00		
Zumba - Songhwanara	Check	\$40.00		
Ma'at Johnson - SOCA	Square	\$94.00		
Sarap Stop	Square	\$230.13		
Total		\$1,905.13		
SPONSORSHIPS				
Sponsor	Type	Income		
Total		\$0.00	\$0.00	

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

### **December 1<sup>st</sup> – Shearwater Light the Night**

- ✓ Inaugural tree lighting event was a success. The tree was a string light tree set, donated by our phase 1 & 3 landscaping company Prestige. We offered smores and hot cocoa. We had a group of teen musicians who sang for us on behalf of Soundwave Academy. We only had 12 RSVP's for the event, we prepped for about 70 attendees, and were blown away with about 300 attendees. While slightly overwhelmed, I would say this is a great success for a first event and we will be substantially more prepared next year now that a new tradition has been established.

### **December 5<sup>th</sup> – Hallmark Holiday Ladies Movie Night**

- ✓ Small gathering. 14 RSVP's. This was a nice gathering where residents provided shareable goodies to eat and drink

### **December 10<sup>th</sup> – Coffee and Conversations, sponsor David Katz w/ Gold and Silver Roadshow**

- ✓ Coffee provided by Kinder Kafe. We had about 55 attendees to start the morning. Our sponsor traveled from IL to host events like this at various communities. After the coffee and conversations event he set up in the conference room to buy gold and silver from residents. Unfortunately, we only had 6 appointments for people to have their jewelry appraised.

### **December 12<sup>th</sup> - Kids Story time with Ivybrook Academy + Trivia Night**

- ✓ Ivy Brook Academy hosted the kids story time at the Outpost and we had about 15 kids attend. This is an event for kids under 5 typically. Trivia night had about 15 RSVP's and about 25 attendees. We are going to host trivia nights and Bingo's ourselves to eliminate the cost of DJ services. It does not seem to impact the attendance.

### **December 13<sup>th</sup> – Winterfest and Whoville taproom.**

- ✓ After hearing complaints about not having adult-related activities at our big events we put together the taproom concept. Unfortunately, we did not sell enough tickets to cover the cost to make this happen and cancelled this aspect. Winterfest was a huge success. Our Grinch themed provided cohesion with all of the activities. We had Santa, Mrs. Claus, The Grinch, Whoville Mayor, Cindy Lou, and more characters set up and roaming for photo ops. The vendor village did very well and focused mostly on holiday related businesses or products. Thanks to the SJSO for donating the light tower, it was much better lit this year. Overall, we'd estimate about 3200 attendees throughout the event.

### **December 16<sup>th</sup> – Café Takeover and SeaGlass tree art project by Artistic Ways.**

- ✓ Bakery Cartel was originally scheduled but decided to close her business temporarily. Filo's Fresh stepped in to recover the event. She didn't receive any business this night. The Sea Glass Tree Art Project was postponed due to lack of rsvp's.

### **December 20<sup>th</sup> – Breakfast with Santa**

- ✓ One of the best new events we've added to the program this month, Breakfast with Santa was a hit. With almost 130 attendees, we generated over \$1k and had quite a few happy residents. Santa was available to take pictures with (Resident Jon Rod was Santa). In addition, First Coast Tech, donated an Xbox as a free raffle prize.

### **December 21<sup>st</sup> – Movie on the Lawn – How the Grinch Stole Christmas**

- ✓ We had 31 RSVP's and about 75 attendees. Filo's Fresh served food out of the Kayak Club Café. This was a popular movie and having Hot Cocoa available was an added touch.

### **December 22<sup>nd</sup> – Silent Disco Family Night**

- ✓ This event was postponed for the 2<sup>nd</sup> time due to lack of ticket sales. We are scrapping the idea of making this a family event as attendance just isn't happening. This will be rescheduled and converted to a Tween night. This was the demographic targeted last year with much better results. New date TBD.

### **December 24<sup>th</sup> – Storytime with Goddard School**

- ✓ No attendance likely due to the holiday. We will continue this activity in the upcoming months and just be mindful of the holidays.

### **December 31<sup>st</sup> – NYE Kids party**

- ✓ This was another great addition to our holiday programming. We had over total 130 attendees easily with 78 RSVP's, and an additional 15 RSVP's that did not have website access to the site but sent us email requests instead. This event drove quite a bit of traffic to the website to register. We were overcrowded after a bit so we moved the activities to the event lawn. Next year we will add some formal activities since we weren't able to do what we had planned with the larger attendance. We initially planned for about 50 to 60 attendees based on initial RSVP's.

### **Additional Activities**

- ✓ Bookmobile at the Outpost Every Monday – Continues to do well. Curiosity U every Tuesday, attendance about 14 per event this month. OneBlood Donation truck on site 12/9 with 10 donations made. We also have had Deja Brew food truck at the Outpost every Wednesday. Sarap Stop tried a few breakfast dates but were not well attended. Our Fitness programming slowed down these last 2 months but should ramp up again in January.



(1)



### Replaced Landscape Lighting At Rangeline Dr.

**Created:** Tue, 1/6/2026

Before



(2)



**Replaced Landscape Lighting At Rangeline Dr.**

**Created:** Tue, 1/6/2026

After



(3)



**Installed Solar Lighting At Dog Park.**

**Created:** Tue, 1/6/2026



(4)



**Installed Solar Lightning At Dog Park.**

**Created:** Tue, 1/6/2026



(5)



### **Installed Volleyball Net At Falls Park.**

**Created:** Tue, 1/6/2026

Before

(6)



**Installed Volleyball Net At Falls Park.**

**Created:** Tue, 1/6/2026

After



(7)



### Replaced Lights At The Bridge In Phase 3

**Created:** Tue, 1/6/2026

Before

(8)



### Replaced Lights At The Bridge In Phase 3

**Created:** Tue, 1/6/2026

After



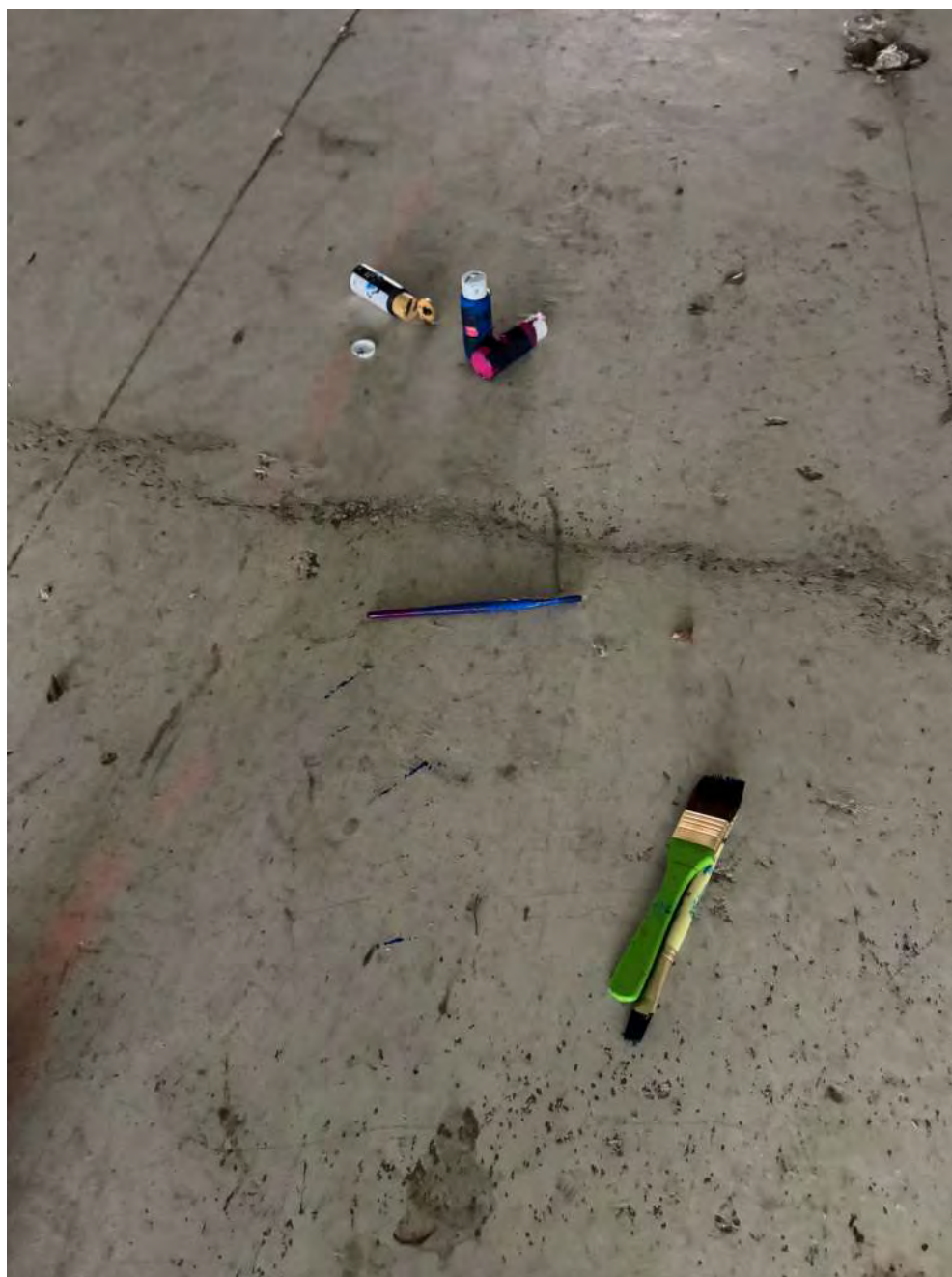
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### Vandalism Under The Bridge In Phase 3

**Created:** Tue, 1/6/2026

(10)

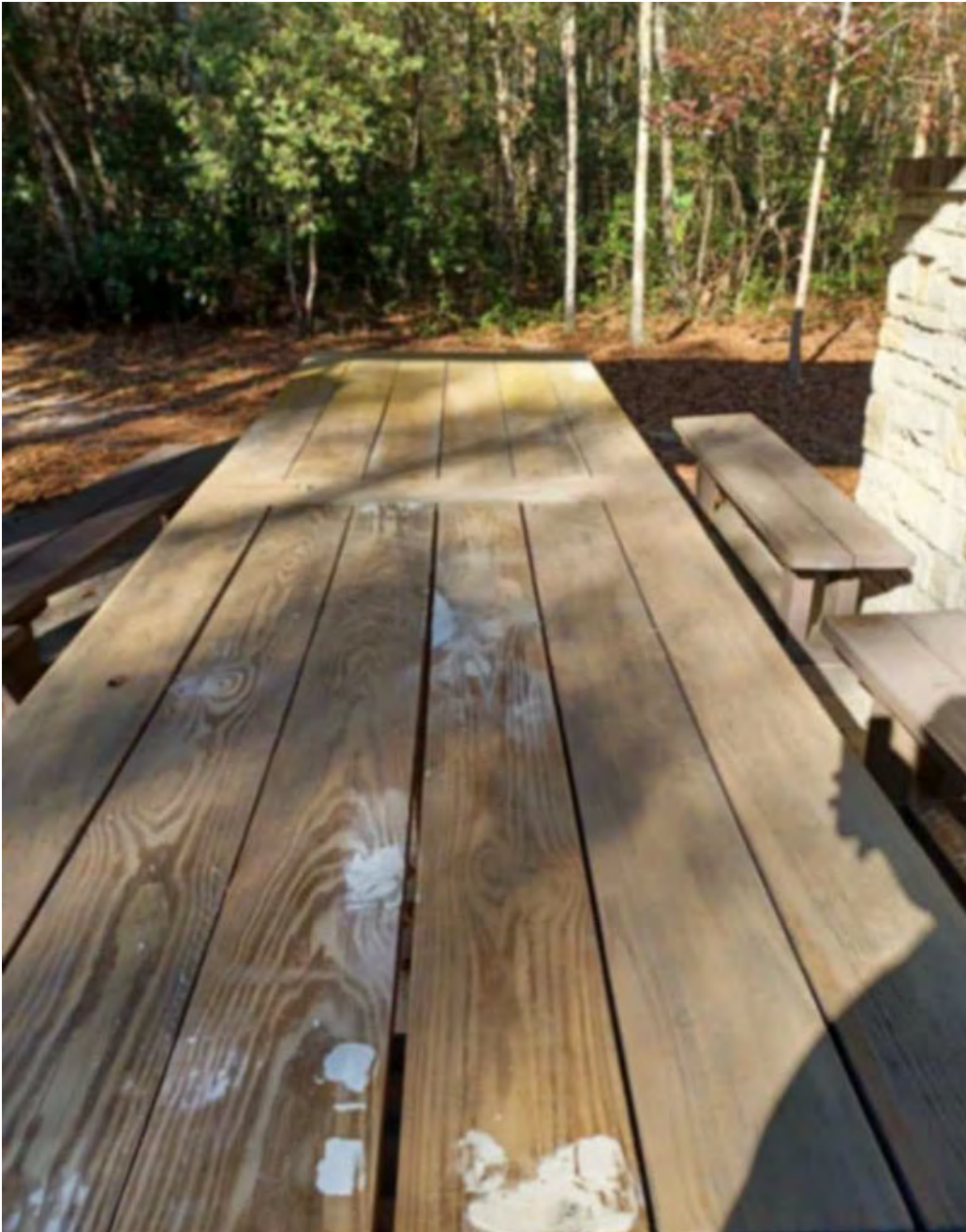


### **Vandalism Under The Bridge In Phase 3**

**Created:** Tue, 1/6/2026



(11)

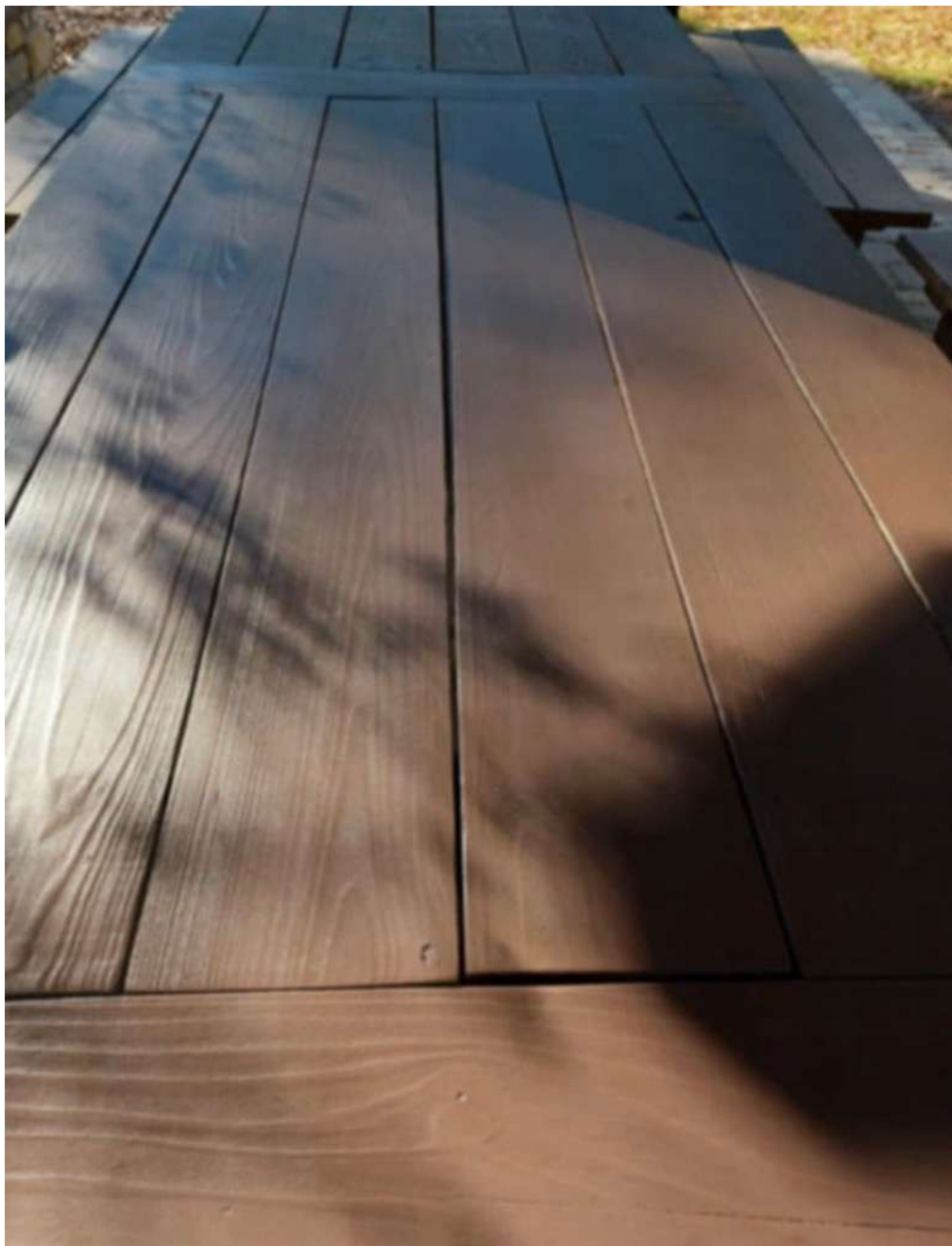


**Painted Tables At North Creek, Recommend Replacing Soon.**

**Created:** Tue, 1/6/2026

Before

(12)



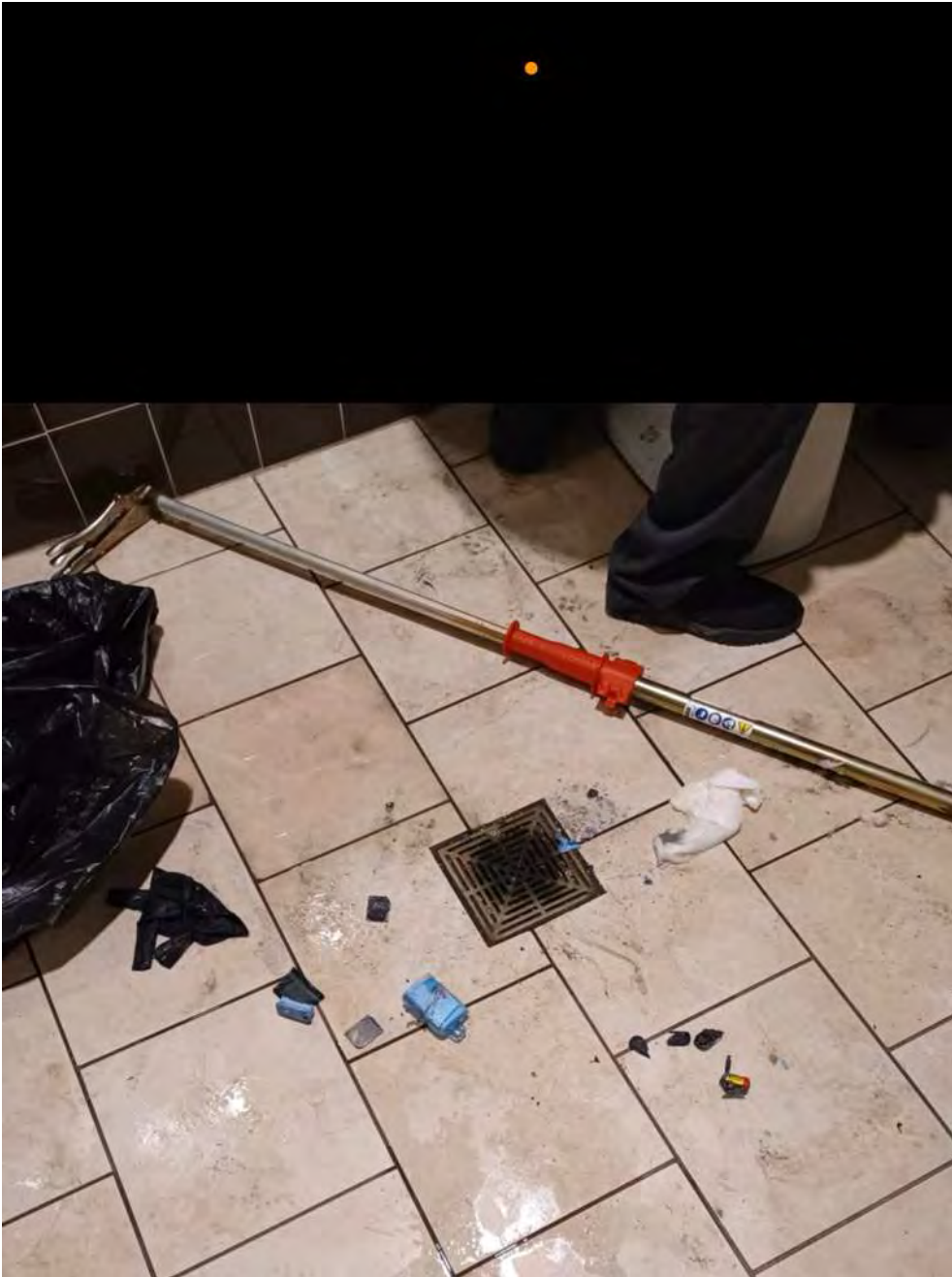
**Painted Tables At North Creek, Recommend Replacing Soon.**

**Created:** Tue, 1/6/2026

After



(13)



**Removed Vape Pen From Toilet In Men's Private Stall At Fitness Lodge.**

**Created:** Tue, 1/6/2026

Before

(14)



**Removed Vape Pen From Toilet In Men's Private Stall At Fitness Lodge.**

**Created:** Tue, 1/6/2026

After

(15)



**Replaced Fill valve At Lap Pool Surge Tank.**

**Created:** Tue, 1/6/2026

Before



(16)



**Replaced Fill valve At Lap Pool Surge Tank.**

**Created:** Tue, 1/6/2026

After

(17)



**Fire Pit At The Outpost Has Been Removed Due To Damage From Improper Use And Vandalism.**

**Created:** Tue, 1/6/2026



(18)



**Fire Pit At The Outpost Has Been Removed Due To Damage From Improper Use And Vandalism.**

**Created:** Tue, 1/6/2026



(19)



**Installed 5 Minutes Parking Signs At Mailbox Parking On Rosemont Dr.**

**Created:** Tue, 1/6/2026

Before

(20)



**Installed 5 Minutes Parking Signs At Mailbox Parking On Rosemont Dr.**

**Created:** Tue, 1/6/2026

After



(21)



### **Built New Picnic Table For Community Garden.**

**Created:** Tue, 1/6/2026

Before



(22)



### **Built New Picnic Table For Community Garden.**

**Created:** Tue, 1/6/2026

After

(23)



**Installed New Wall Sconces In Aerobics Room.**

**Created:** Tue, 1/6/2026

Before

(24)



**Installed New Wall Sconces In Aerobics Room.**

**Created:** Tue, 1/6/2026

After



(25)



**Painted All Trim And Baseboard In Arobics Room At Fitness Lodge.**

**Created:** Tue, 1/6/2026

Before

(26)



**Painted All Trim And Baseboard In Arobics Room At Fitness Lodge.**

**Created:** Tue, 1/6/2026

After



(27)



### Boardwalk Cleaning At Northcreek Trail.

**Created:** Tue, 1/6/2026

Before



(28)



### **Boardwalk Cleaning At Northcreek Trail.**

**Created:** Tue, 1/6/2026

After

Completed by Johnnie verdell



January 09, 2026

322 Paseo Reyes Drive  
St. Augustine , FL 32095

Attn: Jessica.jessica.knutelsky@fsresidential.com

**Re: Sod removal on dirt mounds**

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 remove the damaged sod from the dirt mounds.**

**Materials:**

Description	Quantity	UM/Size
St Augustine sod	18	Pallets

**Miscellaneous:**

Description
Grade/ Demo

**Total price\* :                      \$11,377 \_\_\_\_\_ 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 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

Ruppert Landscape, Inc.  
2105 Harbor Lake Drive ■ Fleming Island, FL 32003  
Office 904-778-1030 ■ Fax 301-482-0303 ■ www.ruppertlandscape.com

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.
- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.

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Office 904-778-1030 ■ Fax 301-482-0303 ■ [www.ruppertlandscape.com](http://www.ruppertlandscape.com)



- 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: \_\_\_\_\_



January 09, 2026

322 Paseo Reyes Drive  
St. Augustine , FL 32095

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

Re: Grading and sod

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:** The purpose of this project is to correct existing soil elevation issues and ensure proper surface drainage away from structures and landscaped areas. Current dirt humps and uneven grading are causing improper water retention. This proposal outlines the removal, regrading, sod installation, and irrigation adjustments needed to achieve positive drainage and healthy turf establishment.

**Materials:**

Description	Quantity	UM/Size
St Augustine Sod	18	Pallets

**Miscellaneous:**

Description
Grade/ Demo
Dumpsters
Equipment

Total price\* : \$17,922 \_\_\_\_\_ Initial

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Office 904-778-1030 ■ Fax 301-482-0303 ■ [www.ruppertlandscape.com](http://www.ruppertlandscape.com)

- 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 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** \_\_\_\_\_

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)



## Terms and Conditions

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



[Outdoor Living](#) / [Fire Pits](#) / Highland Fire Pit Kit

# Highland Fire Pit Kit

BELGARD

(17)

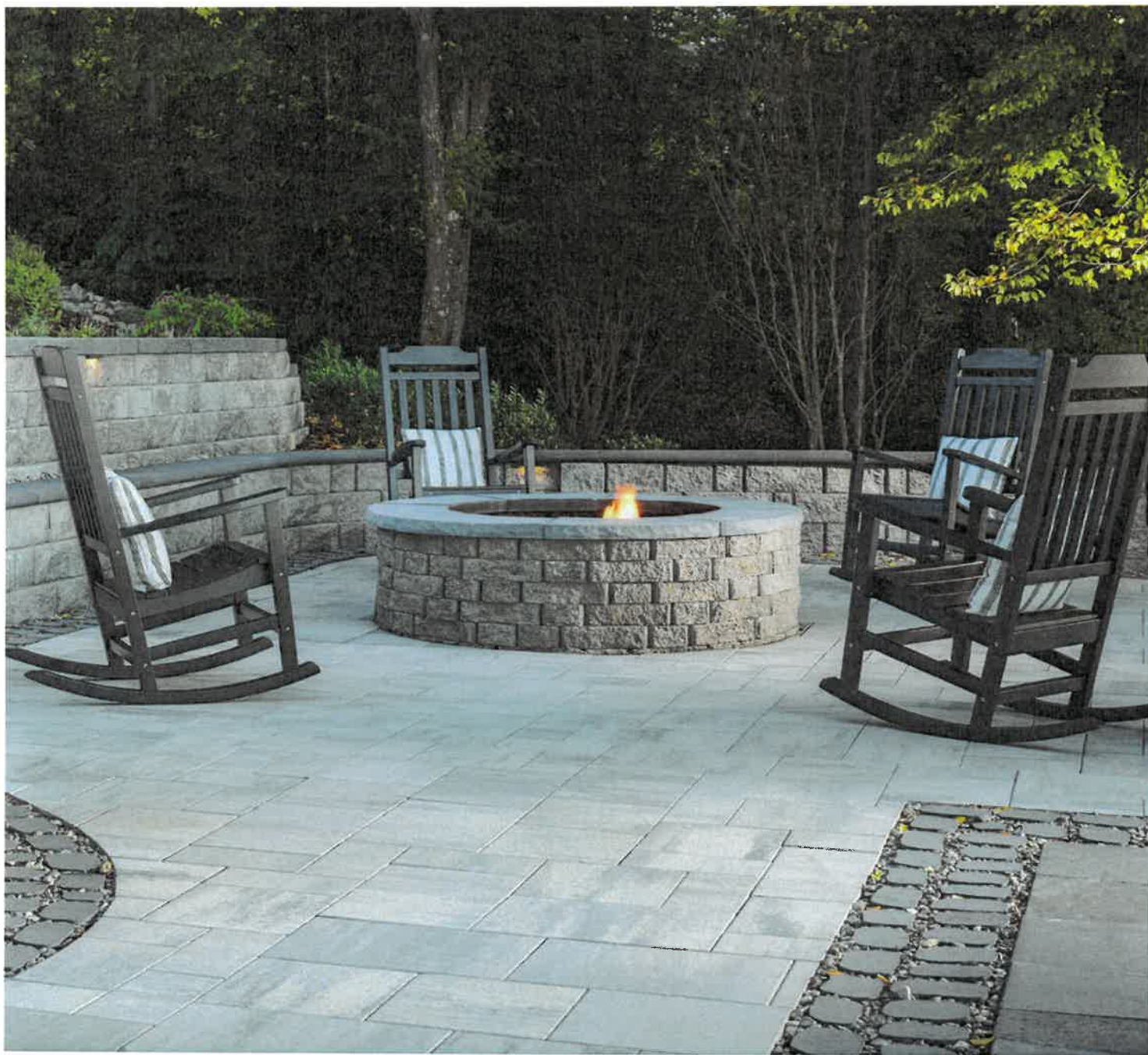


**Fire Pit At The Outpost Has Been Removed Due To Damage From Improper Use And Vandalism.**

**Created:** Tue, 1/6/2026







COLOR: James River\*



TYPE: Circle Kit

**\$ 1,165.99**

Kit-\$875.00

# Shopping Cart

Price



## HILLMASTER Heavy Duty Door Hasp Latch 7-3/4" Extra Thick Steel Safety Gate Door

In Stock

FREE delivery **Mon, Jan 12**

[FREE Returns](#)

Size Name: Straight

4

[Delete](#)

[Save for later](#)

[Share](#)

**\$13.99**

**Coupon  
Clipped**

Save 5%



## 1MORE Fire Pit Lid Round 38" - Metal Firepits Cover with Wooden Handles for Patio

In Stock

FREE delivery **Fri, Jan 16** for Prime members

[FREE Returns](#)

Model: 38in

1

[Delete](#)

[Save for later](#)

[Share](#)

**\$171.99**

**Coupon  
Clipped**

Save \$10.00

Subtotal (5 items): **\$227.95**

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of your items and reflects each item's most recent price. [Learn more](#)

## Outpost Firepit Options

### **Option 1: Rebuild and Maintain Current Use**

- Rebuild the fire pit per the attached quote for kit
- Construction completed in-house with Maintenance team (no labor cost)
- Fire pit remains **wood-burning**
- Open to **all residents**
- Available daily from **8:00 a.m. to 8:00 p.m.**
- No reservation required

#### **Considerations:**

- Least restrictive option
  - Maintains current amenity access and operations
  - Higher risk of misuse or future vandalism
- 

### **Option 2: Rebuild with Metal Lid and Controlled Reservations**

- Rebuild the fire pit per the attached quote with Maintenance team doing in house
- Add a **metal lid** with **four locks**
- Fire pit becomes a **separate reservable amenity**
- Reservations managed through the existing amenity reservation system
- Board to determine:
  - Reservation fee

#### **Considerations:**

- Increased security and reduced vandalism risk
  - Allows cost recovery through reservation fees
  - Requires staff oversight for reservations and access control
  - Limits spontaneous use
-



### **Option 3: Rebuild with Metal Lid – Use Limited to Outpost Reservations**

#### **Description:**

- Rebuild the fire pit per the attached quote with Maintenance team doing in house
- Add a **metal lid**
- Fire pit is **only available to residents who reserve the Outpost and included**
- Board to determine:
  - Whether there is an **additional fee** for fire pit use, or
  - If it is **included in the current Outpost reservation cost**

#### **Considerations:**

- Most restrictive use, but lowest risk of misuse
- Simplifies management and access control
- Enhances the value of the Outpost reservation
- Limits availability to a smaller group of residents

## **Tab 6**

# Trout Creek YTD Revenues & Expenditures Thru 11/30/2025

## SUMMARY

	<u>Annual Budget</u>	<u>YTD Budget Thru 011/30/25</u>	<u>YTD Actual Thru 11/30/25</u>	<u>Better/(Worse) Variance</u>
Total Revenues - O & M	4,133,309	3,841,142	3,868,460	27,318
Total Revenues - Capital Reserve	<u>465,000</u>	<u>431,667</u>	<u>427,418</u>	<u>(4,249)</u>
Total General Fund Revenues	4,598,309	4,272,809	4,295,878	23,069
Total Expenditures O & M	4,133,309	654,257	708,460	(54,203)
Total Expenditures - Capital Reserve	<u>465,000</u>	<u>465,000</u>	<u>39,850</u>	<u>425,150</u>
Total General Fund Expenditures	4,598,309	1,119,257	748,310	370,947
Total O & M Excess of Revenues Over(Under) Expenditures	0	3,186,885	3,160,000	(26,885)
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>(33,333)</u>	<u>387,568</u>	<u>420,901</u>
Total Excess of Revenues Over(Under) Expenditures	0	3,153,552	3,547,568	394,016

## Explanations of Variances

**O & M Expenses - (Over)/Under by (54,203)**  
**O & M Revenue - (Less)/More by \$ 27,318**  
**Net O & M - (Over)/Under by \$ (26,885)**

Common Area Mulch/Pinestraw - Timing of Mulching is ahead of budget schedule	(32,516)
Contingency - Stocking Ponds with Fish (\$12,082) Pressure Washing Boardwalks (\$7,000)	(17,215)
Amenity Maintenance & Repairs - \$9,300 of pool pump repair, Floor Replacement - \$6,125	(12,831)
Reclaimed Water - Higher than anticipated Water usage	(9,638)
Legal Council - More activity, mostly relating to developer negotiations, and RFP for District Manager	(6,970)
Special Events - Many Winterfest bills paid in November but was budgeted in December	(6,280)
Utility Street Lights - Retroactive correction charge made for Phase 3 lights	(5,651)
Landscaping - St Augustine Grass Replaced on Phase 3 Shearwater Pkwy (\$9,228)	(4,925)
Litigation - Verdego	(4,077)
Distict Engineer - Work on Golf Cart accessible paths, work relating to traffic circle and school crossing	(3,894)
Other District Financial & Accting - Timing of Trustee Fees	(2,560)
Law Enforcement Security - Only October bills posted, November should have been accrued	4,759
Landscape Replacement Plants, etc - Timing of when things are replaced	9,644
Employee Staff - Two staff people have left and not been replaced , plus all raises not given yet	28,393
Other	<u>9,558</u>
<b>Total of O&amp;M Expense Variance Explanations</b>	<b>(54,203)</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	(4,860)
Interest earned - hasn't earned interest yet	(4,167)
Insurance Proceeds reimbursed for Kayak Club Floor damage	2,000
Activity Fees and Facilities Rental - timing of activities compared to evenly spread budgets	(3,922)
Other	<u>(379)</u>
<b>Total of O&amp;M Revenue Variance Explanations</b>	<b>27,318</b>



**Trout Creek YTD Revenues & Expenditures Thru 11/30/2025**

<b>Chart of Accounts Classification</b>	<b>Annual Budget</b>	<b>YTD Budget Thru 011/30/25</b>	<b>YTD Actual Thru 11/30/25</b>	<b>Better/(Worse) Variance</b>	<b>Variance Explanation</b>
<b>O&amp;M</b>					
<b>Revenues</b>					
Interest Earnings					
Interest Earnings	25,000	4,167	0	(4,167)	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	3,333	1,300	(2,033)	
Cafe Revenue	35,000	2,000	1,616	(384)	
Facilities Rentals	40,000	6,667	4,778	(1,889)	
HOA Reimbursement	45,000	0	0	0	
Insurance Proceeds	0	0	2,000	2,000	Reimb for Water Damage in Kayak Club
Misc Revenue	0	0	0	0	
Special Events Revenue	40,000	6,666	1,806	(4,860)	Timing of when events and sponsorships happen
<b>Total Revenues</b>	<b>4,133,309</b>	<b>3,841,142</b>	<b>3,868,460</b>	<b>27,318</b>	
<b>Expenditures</b>					
<b>District Expenses:</b>					
Board of Supervisor Fees	24,000	4,000	3,800	200	
District Management	61,644	15,245	15,246	(1)	
Other District Financial & Accting	41,075	11,254	13,814	(2,560)	Timing of when Trustee Fees are paid
Counsel	150,000	25,000	31,970	(6,970)	More work than anticipated due to RFP, and other issues
Litigation/Mediation	0	0	4,077	(4,077)	Litigation/Mediation Relating to Verdego
Engineer	40,000	6,666	10,560	(3,894)	Work on Golf Cart accessible paths, work relating to traffic circle and school crossing
Law Enforcement - Security	62,000	10,333	5,574	4,759	Only October bills posted, November should have been accrued
<b>Total District Expenses:</b>	<b>378,719</b>	<b>72,498</b>	<b>85,041</b>	<b>(12,543)</b>	
<b>Staffing Related Expenses:</b>					
Employee - Amenity Staff	905,000	150,833	122,440	28,393	Two staff people have left and not been replaced , plus all raises not given yet
Amenity Management Service Contracts	23,244	3,874	3,874	0	
<b>Total Staffing Related Expenses</b>	<b>928,244</b>	<b>154,707</b>	<b>126,314</b>	<b>28,393</b>	
<b>Utilities:</b>					
Electric Utility - Recreation Facilities	56,000	9,333	8,879	454	
Electric Utility - Street Lights	62,000	10,334	15,985	(5,651)	Retroactive correction charge made, due to lighting in Phase 3
Electric Utility Services	12,000	2,000	1,969	31	
Gas Utility Services	17,000	334	278	56	
Water-Sewer Utility - Reclaimed	445,000	66,750	76,388	(9,638)	Higher than anticipated Water usage
Water-Sewer - Recreation Facilities	18,375	3,062	3,047	15	
Garbage/Solid Waste Control Services	15,000	2,500	3,628	(1,128)	December bill was paid
<b>Total Utilities</b>	<b>625,375</b>	<b>94,313</b>	<b>110,174</b>	<b>(15,861)</b>	
<b>Landscaping &amp; Irrigation:</b>					
Landscape & Irrigation Maintenance	1,070,000	161,712	166,637	(4,925)	St Augustine Grass Replaced on Phase 3 Shearwater Pkwy (\$9,228)
Landscape Replacement Plants, Shrubs, Tr	70,000	11,667	2,023	9,644	Grass Replacement above should go here
Common Area Pinestraw Mulch	140,000	23,333	55,849	(32,516)	Timing of Mulching is ahead of budget schedule
Irrigation Repair	35,000	5,833	3,383	2,450	
Miscellaneous Expense	20,000	3,333	5,225	(1,892)	Repair of damaged sign on Wayfinder (\$3,475)
<b>Total Landscaping &amp; Irrigation</b>	<b>1,335,000</b>	<b>205,878</b>	<b>233,117</b>	<b>(27,239)</b>	

## Trout Creek YTD Revenues &amp; Expenditures Thru 11/30/2025

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 011/30/25	YTD Actual Thru 11/30/25	Better/(Worse) Variance	Variance Explanation
<b>Amenity Related Expenses:</b>					
Amenity Janitorial Services	25,000	4,167	3,200	967	
Amenity Maintenance & Repairs	75,000	12,500	25,331	(12,831)	\$9,300 of pool pump repair, Floor Replacement - \$6,125 (\$2,000 reimbursed by insurance)
Amenity Janitorial Supplies	12,000	2,000	2,482	(482)	
Amenity Office Supplies	10,800	1,800	1,585	215	
Amenity Operating Supplies	7,200	1,200	802	398	
Pool Chemicals & Service Contract	94,000	20,576	20,612	(36)	
Lifeguard/Pool Monitors	185,733	5,600	0	5,600	The Budget anticipated a bill for beginning of October, based on last year
Fitness Equipment Lease & M&R	41,560	6,927	6,258	669	
Tennis Court Programs & Maint & Supplies	5,000	833	158	675	
Access Control & Security Monitoring M&R	14,000	2,334	5,121	(2,787)	Service Call for UPS Battery backup & surge protector and other issues-\$2,600
Licenses, Fees & Permits	16,000	2,667	3,047	(380)	
Pest Control/Termite Bond & Wildlife Mgmt	4,500	750	422	328	
Telephone, Internet, Cable	15,000	2,500	1,411	1,089	
Training & Education	5,400	900	1,791	(891)	
Other	3,250	541	232	309	
<b>Total Amenity Related Expenses</b>	<b>514,443</b>	<b>65,295</b>	<b>72,452</b>	<b>(7,157)</b>	
<b>Lifestyle Expenses:</b>					
Shuttle Service	15,100	3,000	3,000	0	
Special Events	75,000	14,000	20,280	(6,280)	Many Winterfest bills paid in November but was budgeted in December
Cafe Materials	25,000	1,000	1,043	(43)	
<b>Total Lifestyle Expenses:</b>	<b>115,100</b>	<b>18,000</b>	<b>24,323</b>	<b>(6,323)</b>	
<b>Other Shearwater Expenses:</b>					
Aquatic Maintenance	55,000	9,166	8,106	1,060	
Stormwater Assessments	3,500	584	0	584	
Road & Street Facilities	5,000	833	0	833	
Entry & Walls Maintenance & Repair	2,500	417	0	417	
General Liability & Property Insurance	112,928	24,232	21,489	2,743	
Holiday Decorations	7,500	0	1,895	(1,895)	
<b>Total Other Shearwater Expenses</b>	<b>186,428</b>	<b>35,232</b>	<b>31,490</b>	<b>3,742</b>	
<b>Misc./Contingency Expenses:</b>					
Capital Improvements/Contingency	50,000	8,334	25,549	(17,215)	Stocking Ponds with Fish - \$12,083
<b>Total Misc./Contingency Expenses</b>	<b>50,000</b>	<b>8,334</b>	<b>25,549</b>	<b>(17,215)</b>	Custom Canopies Fabric Replacement - \$3,530
<b>Total Expenditures</b>	<b>4,133,309</b>	<b>654,257</b>	<b>708,460</b>	<b>(54,203)</b>	Pressure Washing Boardwalks - \$7,000
<b>Total Excess of Revenues (Over/(Under) Expen-</b>	<b>0</b>	<b>3,186,885</b>	<b>3,160,000</b>	<b>(26,885)</b>	Pool table and other outdoor game supplies - \$2,936
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	294,581	294,581	
<b>Total Fund Balance, End of Period</b>	<b>0</b>	<b>3,186,885</b>	<b>3,454,581</b>	<b>267,696</b>	

Trout Creek YTD Revenues & Expenditures Thru 11/30/2025

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 011/30/25	YTD Actual Thru 11/30/25	Better/(Worse) Variance	Variance Explanation
Capital Reserve					
	Annual Budget	YTD Budget Thru 011/30/25	YTD Actual Thru 11/30/25	Better/(Worse) Variance	
<b>Revenues</b>					
Interest Earnings					
Interest Earnings	40,000	6,667	2,418	(4,249)	
Special Assessments					
Off Roll	0	0	0	0	
Tax Roll	425,000	425,000	425,000	0	
Total Revenues	465,000	431,667	427,418	(4,249)	
<b>Expenditures</b>					
Contingency					
Capital Outlay	465,000	465,000	39,850	425,150	Outdoor Furniture for Lanai by Pool - \$39,850
Total Contingency	465,000	465,000	39,850	425,150	
<b>Total Expenditures</b>	<b>465,000</b>	<b>465,000</b>	<b>39,850</b>	<b>425,150</b>	
Total Excess of Revenues Over(Under) Expenditures	0	(33,333)	387,568	420,901	
Total Other Financing Sources(Uses)					
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>(33,333)</b>	<b>1,078,977</b>	<b>1,112,310</b>	



Trout Creek YTD Revenues & Expenditures Thru 11/30/2025

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 011/30/25	YTD Actual Thru 11/30/25	Better/(Worse) Variance
<b>Lifestyle Revenues:</b>				
Activity Fees	20,000	3,333	1,300	(2,033)
Facilities Rentals	40,000	6,667	4,778	(1,889)
Special Events Revenue	40,000	6,666	1,806	(4,860)
<b>Total Lifestyle Revenues</b>	<b>100,000</b>	<b>16,666</b>	<b>7,884</b>	<b>(8,782)</b>
<b>Lifestyle Expenses:</b>				
Shuttle Service	15,100	3,000	3,000	0
Special Events	75,000	14,000	20,280	(6,280)
<b>Total Lifestyle Expenses</b>	<b>90,100</b>	<b>17,000</b>	<b>23,280</b>	<b>(6,280)</b>
<b>Net Lifestyle Revenue/(Expense)</b>	<b>9,900</b>	<b>(334)</b>	<b>(15,396)</b>	<b>(15,062)</b>
<b>Café Revenue vs Expense</b>				
Cafe Revenue	35,000	2,000	1,616	(384)
Cafe Materials	25,000	1,000	1,043	(43)
<b>Net Café Revenue/(Expense)</b>	<b>10,000</b>	<b>1,000</b>	<b>573</b>	<b>(427)</b>

Many Winterfest bills paid in November but was budgeted in December

## 2024/2025 Capital Expenditures

### O & M - Capital Improvements - Contingency

Fish to Stock Ponds	12,083
Replace Material on Canopy	3,530
Pressure Washing Boardwalks	7,000
Pool table and other outdoor game supplies	2,936
Other	<u>0</u>
<b>Total</b>	<b>25,549</b>

### Capital Reserve - Capital Improvements

Outdoor Furniture for Lanai by Pool	39,850
Other	<u>0</u>
<b>Total Cap Impvts in Capital Rerve Fund</b>	<b>39,850</b>

**Total Capital Spent : ( Reserve + Bond Fund)      125,702**

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

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

**Total Cap Spent against Bond      85,852**

**Misc Net bond proceeds      5,646**

**Interest earned      7,522**

**Bond Fund Remaining as of 11/30/25      427,316**

### **Bills approved to be paid, in process:**

Highwater Solutions - Good Hope Rd	17,810
Kompan, Inc.	23,496
Sunshine State - Pergola Deposit	8,803
Southern Breeze - Outpost Furn Deposit	5,590
Green Cove Golf Cart	<u>12,275</u>
Sub-total	67,975

**Balance after bills paid      359,341**

		Reserve Study	Latest Forecast	YTD Actual	BOLD is against \$500K Bond
Item	Reserve Component Inventory	2025-2026	2025-2026	2025-2026	
	<u>Property Site Elements</u>				
4.011	Artificial Turf, Adventure Park, Replacement				
4.019	Asphalt Pavement, Amenity Center Parking Project (not sure if will be done?)	125,000	125,000		
4.020	Asphalt Pavement, Patch Repairs, Neighborhoods, Phase 1	0	9,297		Was scheduled for 2024-25
4.021	Asphalt Pavement, Patch Repairs, Neighborhoods, Phase 2				
4.022	Asphalt Pavement, Patch Repairs, Neighborhoods, Phase 3 (rumble strips)	0	46,000		New item
4.023	Asphalt Pavement, Patch Repairs, Shearwater Parkway, Phase 1 (Incl. Kayak Club Parking A				
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	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				
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	9,000	9,630		Higher estimate
4.220	Fences, Chain Link, Dog Park and Garden Area				
4.260	Fences, Vinyl, Entry				
4.301	Golf Carts, Phased + attachment	9,297	16,775		Higher estimate + also includes 4,000 attachment
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)	45,452	44,016		Lower estimate
4.631	Pergolas, Adventure Park, Kayak Launch, and The Falls				
4.650	Pipes, Subsurface Utilities, Drain Repair, Phase 3 (2024 is Planned)	68,000	17,810		\$55,906 paid in 2024-25, estimate came in higher
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)	0	23,496		Only 1/2 paid in 2024-25, came in lower than estimate
4.663	Playground Equipment, The Falls Park				
4.669	Pond Water Columns, Renovation				
4.700	Ponds, Aerators, Phased				



		<b>Reserve Study</b>	<b>Latest Forecast</b>	<b>YTD Actual</b>	<b>BOLD is against \$500K Bond</b>
Item	Reserve Component Inventory	2025-2026	2025-2026	2025-2026	
4.710	Ponds, Erosion Control, Partial				
4.711	Ponds, Outfalls, Inspections and Capital Repairs (2025 is Planned)	100,000	41,025		Much smaller estimate of work
4.740	Retaining Walls, Masonry, Inspection and Capital Repairs				
4.800	Signage, Renovation, Entrance, (Incl. Entrance Fence Monuments)				
4.801					
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)	15,000			Paid \$9,715 in 2024-25, lower than estimated
	<u>Entry Pavillion Elements</u>				
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				
	<u>Fitness Center Elements</u>				
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				
	<u>Kayak Club Elements</u>				
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	5,000		
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				

		Reserve Study	Latest Forecast	YTD Actual	BOLD is against \$500K Bond
Item	Reserve Component Inventory	2025-2026	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	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				
5.287	Walls, Siding, Fiber Cement, Paint Finishes, Kayak Club (Incl. Party Pavillion)				
5.288	Windows and Doors, Kayak Club (Incl. Party Pavillion)				
	<u>The Outpost Elements</u>				
5.152	Docks, Floating, Kayak Launch				
5.369	Doors, Entrances, Replacement (Incl. Restroom Doors)				
5.370	Furnishings, The Outpost, Phased	0	11,180		New item
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				
	<u>Pool Elements</u>				
6.200	Deck, Pavers				
6.400	Fence, Aluminum				
6.500	Furniture (Incl. Shade Structures, Canvas) (2024 is Planned)	4,300	4,300		
6.501	Furniture, Cushions				
6.502	Furniture, Existing (Incl. Lanai Pool Furniture and Fire Pit Furniture)	38,841	39,850	39,850	Higher estimate
6.503	Furniture, Outdoor Pool Games	0	3,000		Paid \$6,450 for in 2024-25, came in lower than estimate
6.599	Mechanical Equipment, Heater including Electric/Gas Installation (2025 is Planned)	103,300	71,061		Much lower than estimated
6.600	Mechanical Equipment, Phased ( lazy river pump 2025)	35,000			\$29,377 paid in 2024-25, came in lower than planned
6.630	Pergola, Party Pavillion				
6.800	Pool Finish,Pebble, Lap Pool (Tiles)	0	14,843		New Item - needed sooner so would match fun pool
6.801	Pool Finish, Pebble, Lazy River (Tiles)	0	17,196		New Item - needed sooner so would match fun pool
6.802	Pool Finish, Pebble, Main Pool	0	240,783		Moved forward from 2026-27
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	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>		735,421	917,493	39,850	
<b>TOTAL IN RESERVE STUDY</b>					
<b>Difference from Reserve Study Less/(More)</b>			(182,072)		

## **Tab 7**





**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:		\$12,260.00

**Terms & Conditions**

By \_\_\_\_\_

**Lauren Baylis**

Date 12/1/2025

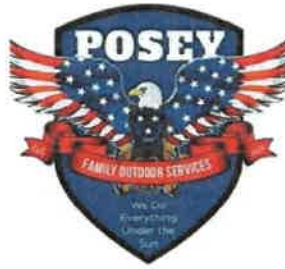
**United Land Services**

By \_\_\_\_\_

Date \_\_\_\_\_

## Posey Family Outdoor Services

228 Little Owl Lane  
Saint Augustine, FL 32086 US  
+13869374054  
poseyfamily1925@gmail.com  
<https://poseyfos.com>



## Estimate

### ADDRESS

Trout Creek CDD ShearWater Shearwater  
Trout Creek CDD  
3434 Colwell Ave  
Suite 200  
Tampa  
FL  
33614

### SHIP TO

Trout Creek CDD ShearWater Shearwater  
Trout Creek CDD  
100 Kayak Way  
St. Augustine  
FL  
32092

### ESTIMATE

194549

### DATE

12/19/2025

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	Fence installation	As per Jessica with Trout Creek CDD's request: remove and dispose of existing 4 foot tall fencing around entrance to tennis court area and Install 6' x 6' Black industrial 2 rail flush bottom fence; *special order fence with use of core drill and other special tools *special order fence requires a 8 week lead time	16,758.85
-----			
SUBTOTAL			16,758.85
TAX			0.00
-----			
TOTAL			<b>\$16,758.85</b>

Accepted By

Accepted Date

**Note from Staff:** only includes  
straight fencing and not rounded



Prepared for:

**Jessica Knutelsky**  
**100 Kayak Wy**  
**St. Augustine, FL 32092**  
(904) 472-0883 | [jessica.knutelsky@fsresidential.com](mailto:jessica.knutelsky@fsresidential.com)



Evaluated on:

Saturday, January 17, 2026

Evaluated By:

Michael Cunningham  
(904) 626-8453 | [mcunningham.fcf@gmail.com](mailto:mcunningham.fcf@gmail.com)

**First Coast Fence, LLC**  
**1494 Long Horn Rd.**  
**Middleburg, FL 32068**  
**Main (904) 626-8453**

# Scope of Work

Thank you for allowing us the chance to earn your business. I truly believe we will provide the best value for your fence project.

Please take some time to review the proposal I've created for you.

## Section 1

### Line Item

Item
Installation of approximately 72' of 6' aluminum 3 rail fence
Installation of approximately 20' of 2' aluminum 3 rail fence
Removal and disposal of approximately 72' of existing fence

### Notes

Aluminum fence to be installed by core drilling into existing brick wall. All posts are to be set in concrete. There will be an additional post added in between each set of brick columns to achieve a curved line of fence due to not being able to source a curved railing system. The overall height of the fence will be 6' off the top of the brick wall. There will be a shorter section installed over the top of the columns to match the height of that fence.

This price is only guaranteed for 30 days. If the 30 days are reached before the job is agreed upon the material cost will be refigured with current prices.

Materials have a manufacture's lifetime warranty and all workmanship carries a lifetime warranty. Upon completion of the project, a metal company placard will be installed on the fence. This is your warranty placard, and removal of this will void the warranty.

This price is for cash/check only. A 3% fee will be added for card payments.



# Costs

## Section: Section 1

Description	Quantity	Unit
Installation of approximately 72' of 6' aluminum 3 rail fence	1.00	
Installation of approximately 20' of 2' aluminum 3 rail fence	1.00	
Removal and disposal of approximately 72' of existing fence	1.00	
<b>Total Cost:</b>		\$12,915.00
<b>Total:</b>		\$12,915.00

## Payment Terms

Deposit	<i>Due at bid acceptance</i>	\$6,455.00
Final Payment	<i>Due at project completion</i>	\$6,460.00

# Terms & Conditions

## Contract

This proposal is for Jessica Knutelsky at 100 Kayak Wy St. Augustine, FL 32092 and by signing you agree to the following.

The parties of this agreement, in consideration of the mutual covenants and stipulations set out agree as follows: First Coast Fence, LLC agrees to provide fencing services at 100 Kayak Wy. The deposit amount is due (1) week before the later agreed on installation date. The remaining balance is to be paid by Jessica Knutelsky upon completion of the job. Any further work not agreed upon in this price is subject to a change order and re-evaluation of the contracted price. Any payment made by card will be subject to a 3% point of sale charge. Please send deposit checks to:

First Coast Fence, LLC

1494 Long Horn Rd.

Middleburg, FL 32068

All workmanship carries a lifetime warranty.

*By signing any forms or agreements provided to you by First Coast Fence, LLC, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

## Tab 8



Subject: Livestream Production Proposal

Thank you for the opportunity to provide livestream production services for your upcoming meetings. Below is a detailed outline of the baseline package, recommended enhancements, and pricing structure.

### **Overview & Pricing**

A livestream production of this nature typically ranges from **\$300–\$500 per stream**, depending on baseline requirements and additional services selected. %50 of payment is required to confirm booking and remainder of payment required prior to production.

#### **Livestream Basic Package (\$300)**

- One Camera setup with a single viewing angle.
- Two microphones for clear audio capture.
- Up to three hours of live coverage.
- Access to footage of live stream upon completion of meeting via an external hard drive.

#### **Livestream Plus Package (\$350)**

- **Additional Camera viewing angle** (focused on the microphone stand for public comments and audience participation.)

#### **Livestream Platinum Package (\$500)**

- **Monthly Pre-Production Video Package:** pre-meeting video highlighting community features, ongoing construction, amenity improvements, and meeting agenda topics that would play roughly ten to twenty minutes prior to the start of the stream that would be updated monthly prior to the next meeting.
- **On-Screen Agenda Overlays:** Live overlays displaying the current agenda topics as the meeting progresses. Any presentations or documents can also be shown live to viewers in real time as they are being discussed.
- **Closed Captions:** Closed Captioning support for auditory-impaired viewers.
- **Live Question monitoring:** A monitored comment section for viewer questions, presented at the end of each agenda topic.
- **Audio & Technical Equipment Assistance:** Real time support for any audio or technological issues during the stream.

Respectfully Sent,

Sean E. Luttrell  
United States Marine Corps Ret.  
[Sean.E.Luttrell@gmail.com](mailto:Sean.E.Luttrell@gmail.com)  
(904)-705-4150



**From:** Nick Cupp <Nick@commercial-acoustics.com>  
**Sent:** Friday, January 24, 2025 10:10 AM  
**To:** johnnie Verdell; Jessica Knutelsky  
**Subject:** RE: 100 Kayak Way - St Augustine  
**Attachments:** CA Ekko Eraser Acoustic Panel.pdf; CA Ekko Eraser Acoustical Cloud Panels.pdf; CA Ekko Eraser Fabric Wall System.pdf; CA Ekko Eraser Felt Acoustic Panel.pdf; CA Fabric-Wrapped Ceiling Baffles.pdf

Hey Jonnie,

Thanks, for the info.

Breakdown of analysis:

- 1) Current RT60 (reverb/echo) is sitting around **2.26 seconds** – very high for the spaces use. We see readings close to this in gymnasiums, so I understand your concern.
- 2) A comfortable RT60 would be around 1-1.3 seconds.
- 3) To reduce the rt60 to **1 second** (removing 1.26 seconds of echo) we will need to add 576 SF of absorptive material. This can be made up in a variety of ways (sizes, shapes, colors, etc.).
- 4) For ease of reference, **576 SF = (72) 2'x4' acoustic panels**. These can be installed along the ceiling and the walls, spaced out to your preference/layout/design (client responsibility)
- 5) Attached are my recommendations for treatment options.
- 6) Below you'll find the screenshot of the data and at the bottom you'll see pricing for 2x4x2" Fabric Wrapped Ceiling Panels. (wall panels are \$20 less per panel) This is the most common choice of treatment – looks fantastic and performs amazing while staying on budget. For this space I wouldn't go any cheaper (i.e., PVC, not aesthetic). We do have higher end options available, but the price below is your baseline number.
- 7) [Check out some of our past projects](#) to get a better idea of what style treatment you like.

If you would like to move forward, please let me know and I will put together a formal proposal for you to sign and return. From there we send the invoice for the deposit and then schedule a day for a PM to come to site to look at measurements.

Let me know if you have any questions.

Thanks!

## Acoustic Assessment

Assessor Name	Nick
Date	1/24/2025
Location	100 Kayak Way - St



Primary Room Geometries	
Length (ft)	45
Width (ft)	34
Height (ft)	20
Volume (ft <sup>3</sup> )	30600

Surface	Material	Coefficient of Absorption	Area	Sa
Wall 1	Glass	0.05	900.00	45
Wall 2	Glass	0.05	900.00	45
Walls 3 & 4	Drywall	0.15	1360.00	204
Floor	Hardwood	0.1	1530.00	153
Ceiling	Drywall	0.15	1530.00	230

677 Baseline Sabins  
Geometric Adjustment

Sabins Calculations	
RT60 = .05 * V / Sa	
Estimated RT60	2.26
Desired RT60	1
Total Sabins Required	1530
Additional Sabins Required	854

# 2'x4' Panels Needed - Estimated	72
Sqft needed	576
Price per 2x4 Ceiling Panel	\$ 165.00
Materials	\$ 11,880.00
Labor	\$ 3,350.40
Freight	\$ 300.00
Total	\$ 15,530.40

Nick Cupp | Commercial Acoustics | Account Manager | M: 772-559-4536 | O: 888-815-9691  
[www.Commercial-Acoustics.com](http://www.Commercial-Acoustics.com)



From: johnnie Verdell <johnnie.Verdell@fsresidential.com>  
Sent: Thursday, January 23, 2025 8:22 PM  
To: Nick Cupp <Nick@commercial-acoustics.com>; Jessica Knutelsky <Jessica.Knutelsky@fsresidential.com>  
Subject: Re: 100 Kayak Way - St Augustine

# Fabric Wrapped Hanging Acoustic Baffles



## Sound Absorbing Baffles Designed to Reduce Reverberation

Quiet your space and turn your ceiling into a work of art with our custom-covered hanging ceiling baffles.

Handmade by experienced craftsmen, these panels are made of resin hardened acoustic fiberglass that is firm and impact resistant. Available to be covered in one of our many acoustic fabric options or personalized with a fabric you supply, our fabric wrapped acoustic ceiling baffles are an excellent ceiling reverberation solution for rooms with limited wall space and the desire for quality, decorative and effective sound absorption.



All Commercial Acoustics hanging baffles have excellent noise absorption qualities, are moderately lightweight and can be easily installed with light- or medium-duty chains and S-hooks.

## Product Ideal For:

Warehouses, manufacturing and industrial facilities, gymnasiums, auditoriums, call centers, sports complexes, computer rooms, entertainment facilities, gun ranges, studios, band rooms and any open floor plans or large expanse of space.

## Features / Benefits

Size Availability	1'x4', 1'x8, 2'x2', 2'x4', 2'x6', 2'x8', 4'x4'
Thickness:	1" or 2"
Tolerance:	+/- 1/4 inch
Core:	3 or 6 pcf Acoustical Fiberglass
Covering:	Acoustically Transparent Fabric Options from Guilford of Maine
Edge Profile:	Square, Resin Hardened
Mounting:	Fastens with Zip Ties or Airline Wire along Ceilings
Flammability	Class A - Does not exceed 25 Flame Spread, 50 Smoke Developed when tested in accordance with ASTM E84, UL 723 and NFPA 255.



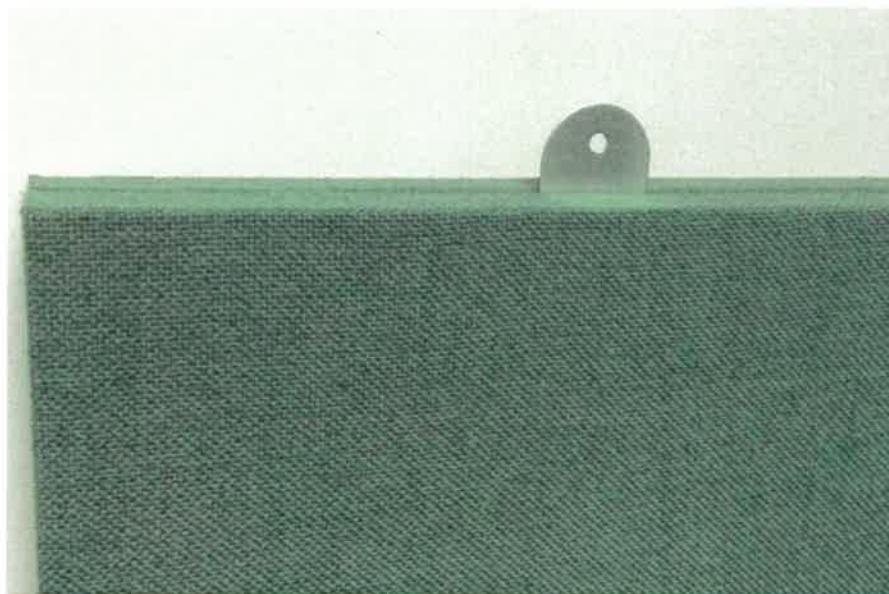
6122 Benjamin Rd. • Tampa, Florida 33634 • 888-815-9691  
www.Commercial-Acoustics.com • info@commercial-acoustics.com



## Technical Specifications

Thickness	Covering	Density	125	250	500	1000	2000	4000	NRC*
1 inch	Fabric	6 lbs	.05	.26	.77	1.04	1.04	1.03	0.80
2 inch	Fabric	6 lbs	.07	.86	1.21	1.26	1.17	1.10	1.05

\* NRC = noise reduction coefficient



Detailed View of Mounting Hardware Along Top of Baffle



# Technical Data

## Commercial Acoustics Ekko Eraser Felt



Commercial Acoustics Ekko Eraser Felts are sound absorbing wall panels, which feature full wall applications, shape clusters, and individual shapes. Durable and colorful enough for office spaces, Ekko Eraser Felts create an acoustically comfortable environment and are available in standard shapes as well as a wide variety of custom shapes. Ekko Eraser Felts are offered in 16 standard colors.

The Felt Acoustic Panels provide an absorptive material which improves speech intelligibility and reduces noise complaints. NRC (Noise Reduction Coefficient) ranges from 0.45 to 1.05, depending on density and thickness chosen. 2" Thick Panels are suggested for low-frequency performance (below 500 Hz).



### Ideal For:

- Office Spaces: Lobbies, Conference Rooms, Open Work Areas (RT60 0.8-1.3)
- Schools: Classrooms (RT60 0.4-1.0), Cafeterias, Auditoriums (RT60 0.6-1.2)
- Churches (RT60 1.4-2.4)

Reverberation Time is a measurement of amount of time it takes a sound to attenuate by 60 dB (RT60 Value). The geometry and finishes of a space are critical to determining how much Acoustic Treatment is needed, via the Sabins Formula.

For applications where noise and reverberation (echo) is an issue, hanging our Felt Acoustic Panels on the walls or ceilings can transform the space with effective sound absorption. In untreated rooms sound waves will continue to bounce off reflective walls, ceilings, floors and other hard surfaces until they eventually dissipate. The larger the room the longer it takes for the sound waves to lose strength and die down.

### Features / Benefits

#### ½" and 1" Thick Panels (12 pcf):

- Available in 16 Standard Colors
- Felt Panel will be the same color on front, edges, and back



#### 1" (7 pcf) and 2" (5 pcf) Thick Panels:

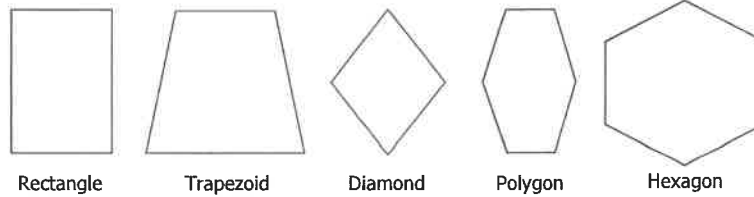
- Only Available in White Polyester
- The front face can be Painted, Printed, or Felt Covered



6122 Benjamin Road • Tampa, Florida 33634 • 888-815-9691  
[www.Commercial-Acoustics.com](http://www.Commercial-Acoustics.com) • [info@commercial-acoustics.com](mailto:info@commercial-acoustics.com)



## Standard Shapes:



## Technical Specifications

Thickness	Covering	Density	125	250	500	1000	2000	4000	NRC*
1/2 inch	None	12 lbs/cf	.12	.03	.23	.59	.89	1.05	0.45
1 inch	None	12 lbs/cf	.09	.21	.72	1.03	1.12	1.05	0.70
1 inch	None	7 lbs/cf	.12	.26	.64	.90	1.09	1.12	0.70
2 inch	None	5 lbs/cf	.32	.66	1.06	1.19	1.20	1.22	1.05

\* NRC = noise reduction coefficient

NRC Based on Type A Mounting

<b>Size Availability</b>	2'x2', 2'x4', 2'x6', 2'x8', 4'x4', 4'x8' - Custom Sizes and Shapes Available on Request
<b>Thickness:</b>	1/2", 1" or 2"
<b>Tolerance:</b>	+/- 1/4 inch
<b>Core:</b>	12, 7 or 5 pcf Compressed Recycled Polyester
<b>Finish:</b>	1/2" & 1" (12 pcf) Panels Available in 16 Standard Colors 1" (7 pcf) and 2" (5 pcf) Panels Available in White Polyester, Face can be Felt Fabric Covered, Painted or Printed
<b>Edge Profile:</b>	Square
<b>Mounting:</b>	Construction Adhesive applied to panel, then pressed against wall. Acceptable adhesives include Liquid Nails, Loctite, and commercially-available equivalent products.
<b>Flammability</b>	Class A - Does not exceed 25 Flame Spread, 50 Smoke Developed when tested in accordance with ASTM E84, UL 723 and NFPA 255.
<b>Cleaning:</b>	Bleach-Cleanable (10:1), Water-Based/Solvent (WS), Mold & Fungal Resistant



## Technical Data

### Commercial Acoustics Fabric Walls

The Commercial Acoustics Wall-Mounted Fabric Wall System is a pre-engineered, field-assembled solution to increase sound absorption ratings in Movie Theaters, Auditoriums, and Speaking Halls.

The Fabric Wall System may be outfitted with 1" Thick, 2" Thick or 4" thick Fiberglass panels, depending on the acoustic requirements of the space. Rigid and durable, the fabric wall system is ideal when floor-to-ceiling designs are needed, rather than individual acoustic panels. Acoustic fabric is stretched between parallel tracks to provide a precise finish, resulting in an NRC-rated system that reduces reverberation time and echo.



#### Ideal For:

- Theaters (Commercial & Residential), Auditoriums, Churches, Speaking Halls

For any application where noise and reverberation (echo) is an issue, hanging our Acoustic Panels on the walls can transform the space with effective sound absorption. Generally in an untreated room sound waves will continually bounce off walls, ceilings, floors and other hard surfaces until they eventually dissipate. The larger the room the longer it takes for the sound waves to lose strength and die down. The absorptive material inside our Acoustic

Fabric Walls instantly contains the sound waves and prevents them from continuing to travel throughout the room.

#### Features / Benefits

**Acoustic Properties:** High-end absorption, with exceptional acoustic properties. They are critical for good speech intelligibility in restaurants, theaters, gymnasiums and other large-volume spaces to limit echo and reverberation.

**Design Options:** Mix and match to fit your needs. Various colors to choose from.

**Durability:** Fiberglass core is durable. Edge is chemically hardened to provide additional edge protection and a clean, finished look. Product is guaranteed for 1 year, but designed to last 10+.

**Installation Options:** Attached within parallel and perpendicular track grid systems.

**Flammability Rating:** Rated for commercial, industrial, and residential applications.



## Technical Specifications

Thickness	Covering	Density	125	250	500	1000	2000	4000	NRC*
1 inch	Fabric	6 lbs	.05	.26	.77	1.04	1.04	1.03	0.80
2 inch	Fabric	6 lbs	.07	.86	1.21	1.26	1.17	1.10	1.05
4 inch	Fabric	6 lbs	.87	.87	1.24	1.26	1.26	1.25	1.15

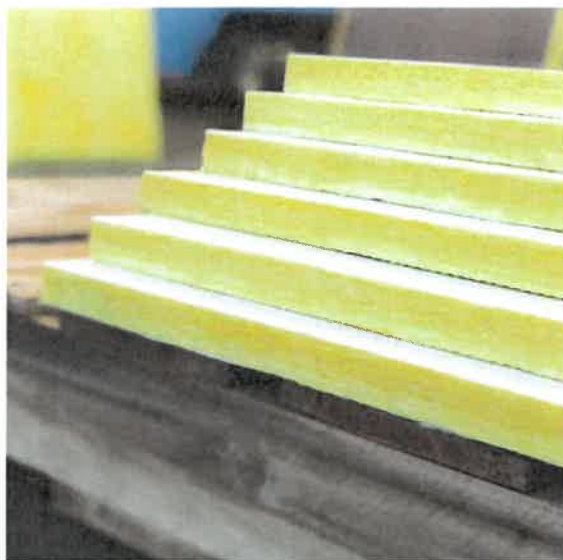
\* NRC = noise reduction coefficient

Size Availability	Custom Sized to Fit Wall Partitions
Thickness:	1", 2" or 4"
Tolerance:	+/- 1/4 inch
Core:	3 or 6 pcf Acoustical Fiberglass
Covering:	Acoustically Transparent Fabric Options from Guilford of Maine
Edge Profile:	Square, Beveled
Mounting:	Ceilings, Columns, Walls - Mounted in PVC Tracks, and Fabric Stretched to Taut Finish
Flammability	Class A - Does not exceed 25 Flame Spread, 50 Smoke Developed when tested in accordance with ASTM E84, UL 723 and NFPA 255.
Indoor Air Quality:	Certified as a low emitting product by the GREENGUARD Environmental Institute GREENGUARD Certification Program

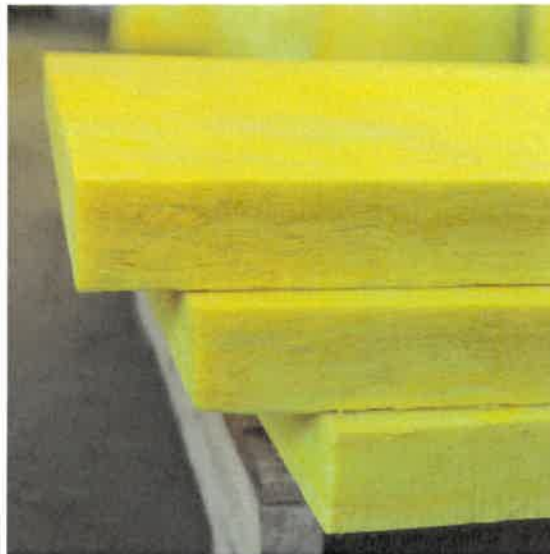




## Fiberglass Core



1" Fiberglass, 6pcf  
NRC 0.8



2" Fiberglass, 6pcf  
NRC 1.05

## Track Sizes

### 1" Track

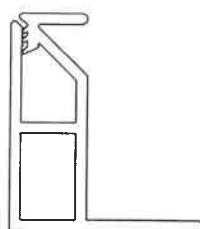


10MOTD

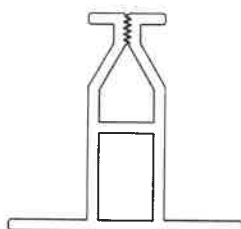


10MOCL

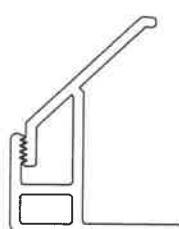
### 2" Track



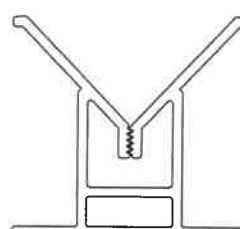
20MOTD



20MOCL



20BVTD



20BVCL

# Technical Data

## Acoustical Ceiling Clouds



The Commercial Acoustics Fabric-Wrapped Ceiling Cloud is a general-purpose solution for reverberation and echo issues. The Acoustic Ceiling Cloud serves as an aesthetic option to decrease reverberation time (RT60) in a space.

Acoustical Ceiling Clouds are most effective at remedying an acoustic problem within a single room, ideal for classrooms, offices, worship centers, restaurants, hotel lobbies, home theaters or recording studios.

We offer fabric wrap finishes or custom art Acoustical Ceiling Clouds with limitless design potential. All are handmade in the USA.



### Ideal For:

- Offices, Large Workspaces, Restaurants
- Nightclubs, Theaters, Auditoriums, Churches

For any application where noise and reverberation (echo) is an issue, hanging our Acoustical Ceiling Clouds on the ceilings can transform the space with effective sound absorption. Generally in an untreated room sound waves will continually bounce off walls, ceilings, floors and other hard surfaces until they eventually dissipate. The larger the room the longer it takes for the sound waves to lose strength and die down. The dense absorptive core material inside our Acoustical Ceiling Clouds instantly contains the sound waves and prevents them from continuing to travel throughout the room.

### Features / Benefits

**Acoustic Properties:** High-end absorption, with exceptional acoustic properties. They are critical for good speech intelligibility in restaurants, theaters, gymnasiums and other large-volume spaces to limit echo and reverberation.

**Design Options:** Mix and match to fit your needs. Various colors to choose from.

**Durability:** Fiberglass core is durable. Edge is chemically hardened to provide additional edge protection and a clean, finished look. Product is guaranteed for 1 year, but designed to last 10+.

**Installation Options:** Attach in any number of ways, including impaling clips, mechanical z clips and more.

**Flammability Rating:** Rated for commercial, industrial, and residential applications.



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[www.Commercial-Acoustics.com](http://www.Commercial-Acoustics.com) · [info@commercial-acoustics.com](mailto:info@commercial-acoustics.com)

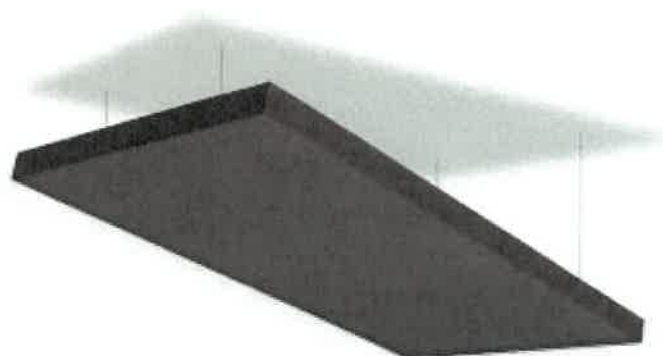


## Technical Specifications

Thickness	Covering	Density	125	250	500	1000	2000	4000	NRC*
1 inch	Fabric	6 lbs/cf	.05	.26	.77	1.04	1.04	1.03	0.80
2 inch	Fabric	6 lbs/cf	.07	.86	1.21	1.26	1.17	1.10	1.05
4 inch	Fabric	6 lbs/cf	.87	.87	1.24	1.26	1.26	1.25	1.15

\* NRC = noise reduction coefficient

Size Availability	2'x2', 2'x4', 2'x6', 2'x8', 4'x4', 4'x6', 4'x8'
Thickness:	1", 2" or 4"
Tolerance:	+/- ¼ inch
Core:	6 – 7 lb. Acoustical Fiberglass
Covering:	Acoustically Transparent Fabric
Edge Profile:	Square, Beveled
Mounting:	Ceilings
Flammability	Class A - Does not exceed 25 Flame Spread, 50 Smoke Developed when tested in accordance with ASTM E84, UL 723 and NFPA 255.
Indoor Air Quality:	Certified as a low emitting product by the GREENGUARD Environmental Institute GREENGUARD Certification Program



Suspension: Ceiling Clouds are hung with Airline Wire horizontally or to match contour of ceiling.



2498 Centerville Road  
Tallahassee, FL 32308

(850)-385-7649  
brian@hitechflorida.com  
www.hitechflorida.com

Project Management  
Brian Jones

# Projection Screen For Meeting Room

Project # 9361-5-0

Prepared For  
**Jessica Knutelsky**

**Shearwater**  
100 Kayak Way  
Saint Augustine, FL 32092

(904)-472-0883  
Jessica.Knutelsky@FSresidential.com

Proposal Issued  
**6/3/2025**

Proposal Valid To  
**7/3/2025**



**PROJECT DESCRIPTION & INVESTMENT****Client Information****Name:** Shearwater**Site**

100 Kayak Way  
Saint Augustine, FL 32092

**Billing**

100 Kayak Way  
Saint Augustine, FL 32092

**Contact**

Jessica Knutelsky

**P** (904) 472-0883

**E**

Jessica.Knutelsky@FSresidential.com

**Project Description**

Install 120 inch short throw projector screen on top of counter top behind where board sits. Set short throw projector approximately three feet in front of screen to fill viewing area. Provide HDMI cable to connect to projector long enough to any of the board PCs at their table. Board may need PC adaptor to connect cable to their PC.

## PROJECT INVESTMENT

### Estimate

QTY	Manufacture	Part #	Description	Unit Price	Ext.Price
1	Miscellaneous	Misc. Part	Epson Power lite Short throw Projector	\$3,500.00	\$3,500.00
1	Miscellaneous	Misc. Part	Screen Innovations Short Throw Lft	\$5,000.00	\$5,000.00
			Screen 120 in		
1	Binary	B6A-4K2-10	10m B6 Active 4K High Speed HDMI Cable	\$150.00	\$150.00

### Labor:

QTY	Description	Ext.Price
8	Installation	\$760.00

<b>Equipment Subtotal</b>	<b>\$8,650.00</b>
<b>Labor Subtotal</b>	<b>\$760.00</b>
<b>Estimate SubTotal</b>	<b>\$9,410.00</b>

<b>Total Equipment</b>	<b>\$8,650.00</b>
<b>Total Labor</b>	<b>\$760.00</b>
<b>Total Proposal Amount</b>	<b>\$9,410.00</b>
<b>Deposit Due in Advance</b>	<b>\$4,705.00</b>
<b>Balance Due Upon Completion</b>	<b>\$4,705.00</b>

*Note: Taxes are not included and will be charged at the time of invoice.*

# Shopping Cart

Price



Facilife 2 Shelves Projector Stand Tripod, Height Adjustable Max 64", Mobile Laptop

In Stock

FREE delivery **Mon, Jan 12**

[FREE Returns](#)

**\$56.90**

Price ~~\$59.99~~

[Business Savings:](#)

**\$3.09** (5%)

[Business Price](#)

**Coupon  
Clipped**

Save 20%

1

[Delete](#)

[Save for later](#)

[Share](#)



Projector Screen Outdoor, Projector Screen with Aluminum Alloy Stand Portable 120"

In Stock

FREE delivery **Mon, Jan 12**

[FREE Returns](#)

Recycled materials +2 more

Model: ST120

20% off

**Limited time deal**

**\$47.99**

Typical price:

~~\$59.99~~

1

[Delete](#)

[Save for later](#)

[Share](#)



Aurzen EAZZE D1 MAX Upgraded Google TV Smart Projector 4K Supported, Ultra-

In Stock

FREE delivery **Mon, Jan 12**

[FREE Returns](#)

Color: Brown

Qty: 1

[Delete](#)

[Save for later](#)

[Share](#)

44% off

**Ends in 5:48:39**

**\$279.98**

List Price ~~\$499.99~~

Check out in **13:56**

to receive this deal price.

Subtotal (3 items): **\$384.87**

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of your items and reflects each item's most recent price. [Learn more](#)

## **Tab 9**



## South Creek Asphalt Path

Currently Golf Carts are NOT Allowed

- There is a total of 7 entry points to path (map attached).
  - Shearwater Parkway (Main Entrance) **Red X**  
**Red Dots**
  - Amalia
  - Victory
  - Rushing
  - Neighbor
  - Dollar
  - Seaforth
- One entry (Rushing Dr.) currently has fencing (**Black Lines**) pictured below and a bollard (**Yellow Dot**) at the path entrance.

### OPTION 1: Wood Fence

24 4x4 post - \$288

24 2x6 lumber - \$192

12 bags of concrete - \$60

2 Gallons of paint - \$96

24 hours of labor - \$624

**TOTAL - \$1260**

### OPTION 2: Bollards

24 Bollard posts - \$2400

12 bags of concrete - \$60

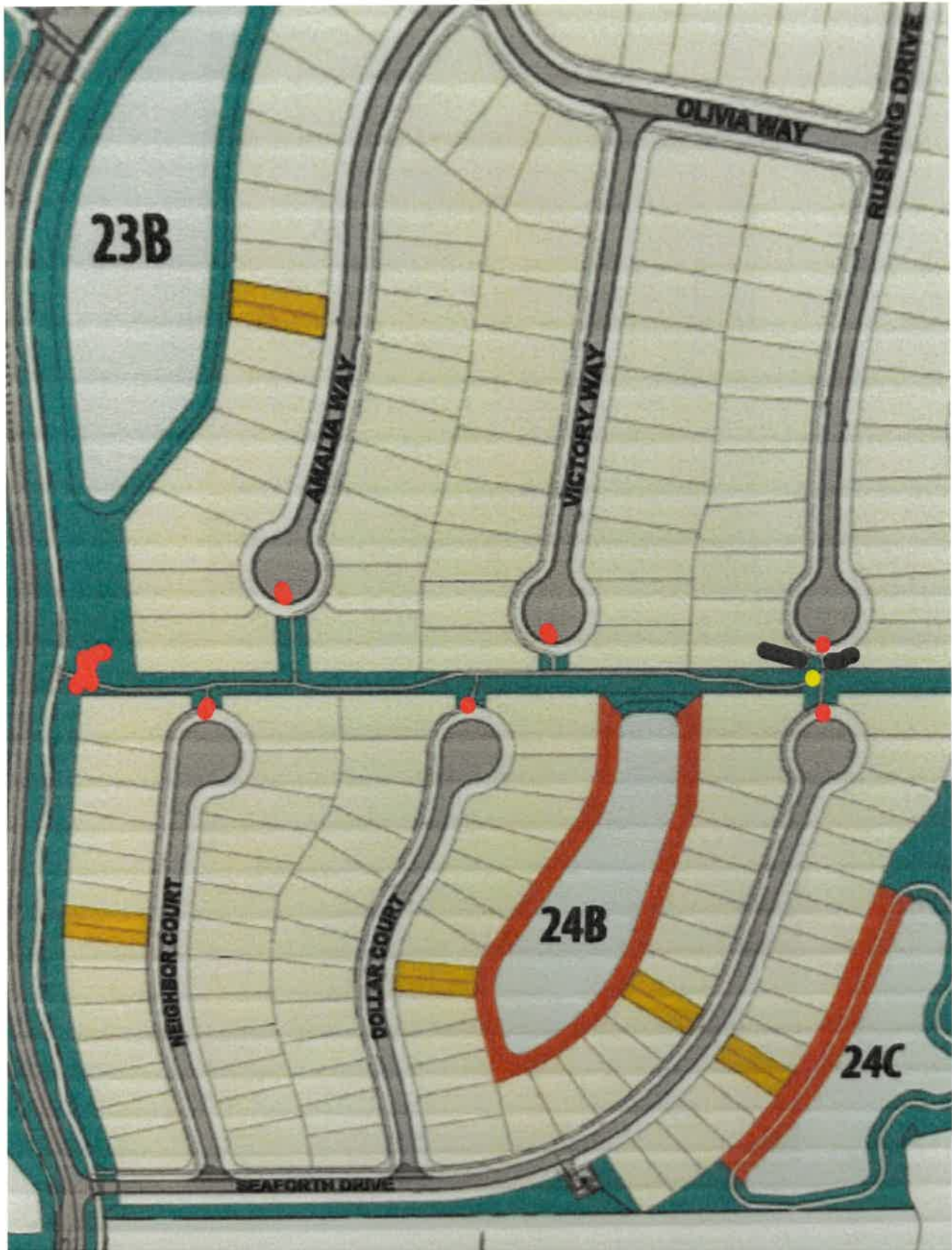
24 hours of labor - \$624

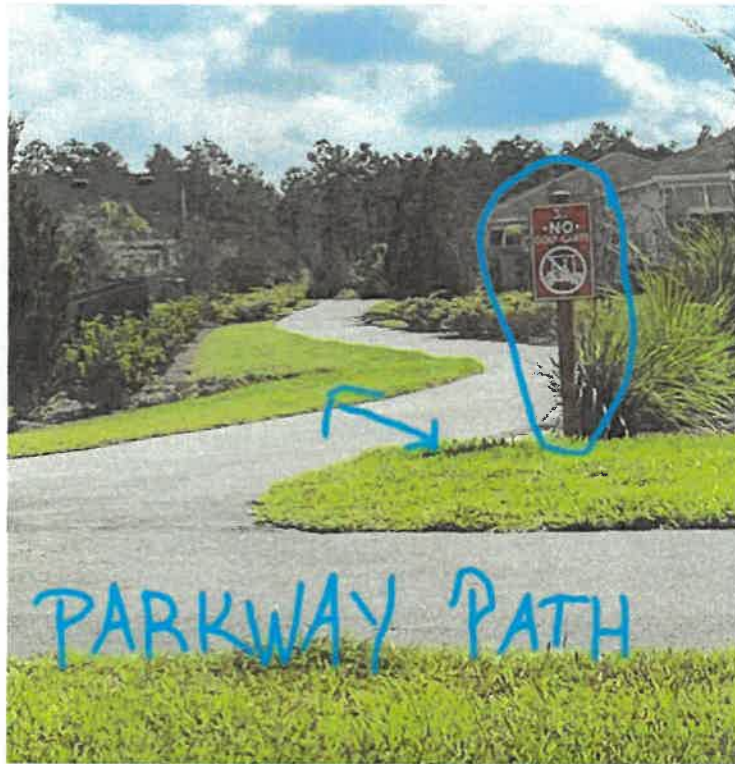
**TOTAL - \$3084**

**BOTH OPTIONS WOULD INCLUDE SIGNAGE:**

**8 Signs (\$95 each) for the end of each cul-de-sac and both ends of the path**

**TOTAL - \$760.00**





**The South Creek path is 8.5 ft in width.**

**Parkway path is 10 ft in width**



**Sidewalks are 5 ft in width**













NO MOTORIZED VEHICLES

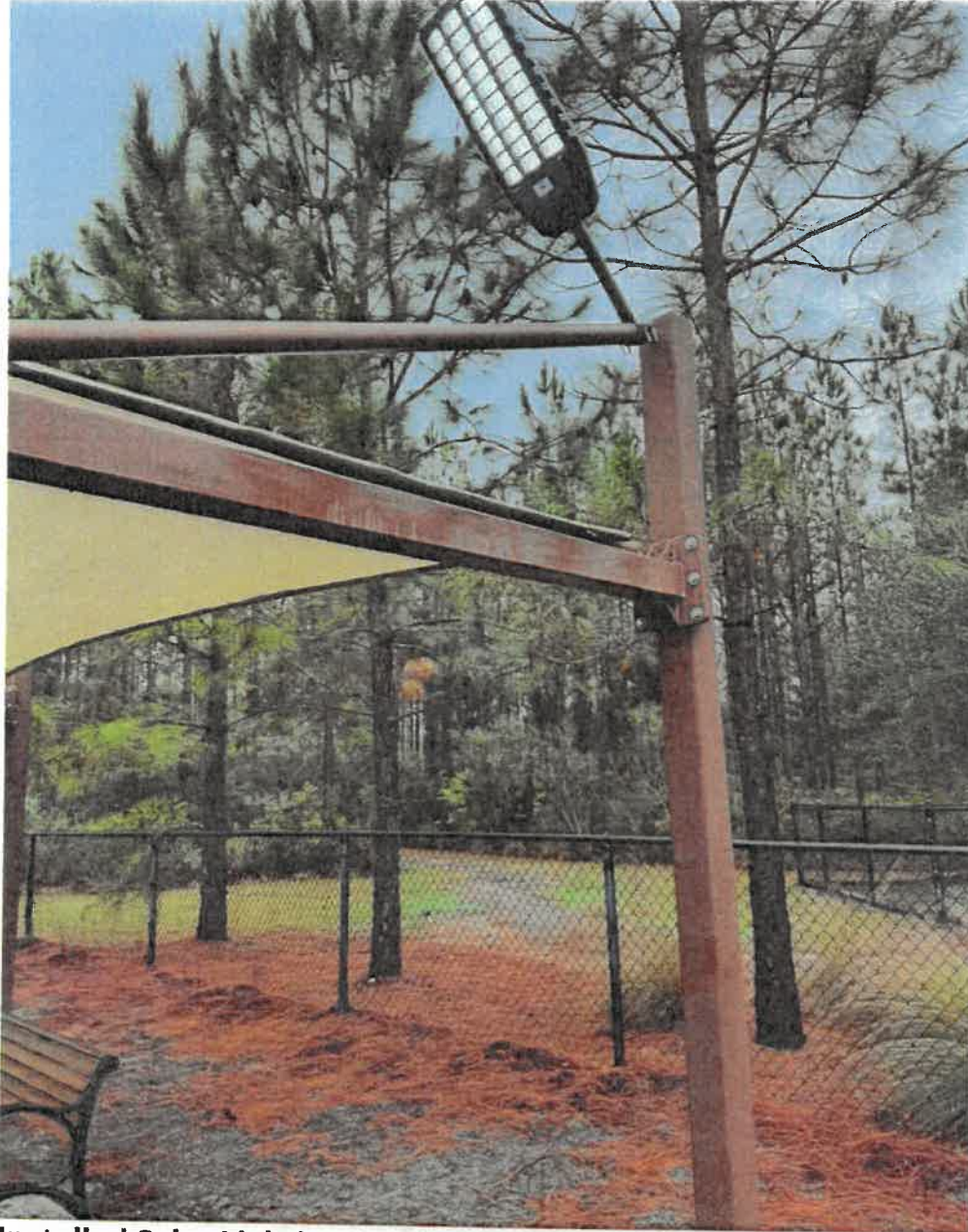


GOLF CARTS,  
E-BIKES OR E-SCOOTERS  
ALLOWED PAST  
THIS POINT



## **Tab 10**

(3)



**Installed Solar Lighting At Dog Park.**

**Created:** Tue, 1/6/2026

(4)



**Installed Solar Lightning At Dog Park.**

**Created:** Tue, 1/6/2026

## DOG PARK POLICIES

1. Please note that the Dog Park is an unattended facility and persons using the Dog Park do so at their own risk. Voluntary use of the Dog Park waives any claim or liability against the District resulting from such use of the Dog Park.

2. All Patrons and Guests using the Dog Park are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rule of the District. Any disregard or violation of these policies or misuse or destruction of Dog Park facilities or equipment may result in suspension or termination of Dog Park or Amenity Facility privileges. The District reserves the right to seek reimbursement for damages. Guests may use the Dog Park only if accompanied by a Patron.

3. Dog Park is open from dawn to dusk.

4. The District reserves the right to close the Dog Park or sections of the Dog Park for any reason including maintenance, mowing, severe weather conditions, special events, or for any other health, safety and danger issues.

5. Food, alcoholic beverages and glass containers are prohibited in the Dog Park area.

6. Only dogs are allowed in the Dog Park area; all other pets are prohibited from the Dog Park area.

7. Dogs shall be on leash at all times unless in designated "off-leash" areas.

8. Patrons shall always supervise their dogs and shall not leave their dogs unattended at the Dog Park.

9. Dogs exhibiting aggressive behavior are prohibited.

10. All spiked collars are prohibited in the Dog Park.

11. Owners shall supervise the dogs to ensure dogs do not dig or damage any portion of the Dog Park.

12. Dogs under four (4) months old, in heat, with fleas or other skin conditions, or otherwise ill are prohibited from the Dog Park.

13. Dogs shall be up-to-date on vaccinations prior to entering the Dog Park, and shall have current rabies and applicable license tags clipped to their collars at all times.



## **Tab 11**



# SERVICE AGREEMENT FOR COMMERCIAL PEST MANAGEMENT

Source Code: Creative

Shearwater

Account Name

100 Kayak Club Dr

Service Address

Saint Augustine

FL

Apt/Bldg #

32092

City

State

Zip Code

904-342-3737

Service Phone

Cell Phone

Fax

Tenant

cddinvoice@rizzetta.com

Contact Person

Email

Trout Creek CDD

Billing Name

3434 Colwell Ave

Suite #200

Billing Address

Tampa

FL

Apt/Bldg #

33614-8390

City

State

Zip Code

813-994-1001

813-933-5571

Billing Phone

Cell Phone

Fax

Contact Person

rizzettacddinvoices@avidbill.com

Email

## SERVICE FREQUENCY:

☐ Weekly

☐ Every Other Month

☒ Bi-Monthly

☐ Quarterly

☐ Monthly

☐ One Time

## SERVICE TYPE:

☐ Interior

☒ Exterior

## SERVICE FOR:

☐ Insect Control

☐ Rodent Control

☐ Rodent Exclusion

☐ Stored Product Pest Control

☐ Drain Management

☐ Bird Management

☒ Fire Ant Control

☐ Fly Control

## I. SCOPE OF SERVICE: Program Designed As Follows

Bi-Monthly fire ant control for Community Garden and Dog Parks. No treating inside of garden beds.

II. **ALL PEST CONTROL MATERIALS**, when applied, will conform with product labeling. All services will be performed in a professional manner and in accordance with the most effective and scientifically advanced pest control methods. Caution will be exercised to avoid any accident to humans or non-target pests. Prior to rendering service, the customer agrees to notify Nader's Pest Raiders (the COMPANY) of any occupant who is allergic or sensitive to material applications.

III. **AS PART OF THE COMPANY'S PEST CONTROL SERVICE**, customer will be notified in writing of conditions that are conducive to breeding and harboring of pests which must be corrected to insure effective results.

IV. **UPON REQUEST**, the company will furnish a Certificate of Insurance.

V. **THIS AGREEMENT SHALL BE EFFECTIVE FOR ONE YEAR**; and shall renew at the same frequency thereafter unless written notice is given by either party thirty (30) days prior to anniversary date. If the company fails to comply with specifications as outlined, the company will be given thirty (30) days to correct the problem, and if at the expiration of such thirty (30) days notice, the problem has not been corrected, customer reserves the right to cancel this agreement.

VI. **IF PESTS COME BACK, SO WILL WE!** If extra service is needed between regularly scheduled visits for covered pests, we will render such service promptly.

IPM services for roaches, ants (excluding fire ants, carpenter ants), silverfish, earwigs, house crickets, scorpions, pill bugs, millipedes, centipedes, mice and other crawling pests (excluding brown recluse, black widow spiders, and bed bugs). Specialized service for excluded pests can be added for an additional charge per occurrence. Rodent Program is for control of interior and exterior rats and mice.

Customer to purchase initial supply of \_\_\_\_\_ Rodent  
Stations and any required additions or replacements.

Customer to purchase initial supply of \_\_\_\_\_ Rodent  
Traps and any required additions or replacements.

Customer to purchase initial supply of \_\_\_\_\_ Insect  
Light Traps and any required additions or replacements.

## SERVICE FEES:

Initial Service Fee + Equipment Costs ..... \$ 65.00

Regular Service Fee \$65 x 5 services..... \$ 325

Optional Service Fees ..... \$

Subtotal For Services ..... \$ 390

5% Discount For Year In Advance Payment ..... \$

Subtotal Of This Service Agreement..... \$ 390

Sales Tax (If applicable) \_\_\_\_\_% ..... \$ 0

**TOTAL ANNUAL AMOUNT** ..... \$ 390

## Company Info

Address: 9143 Philips Hwy

City: Jacksonville

State: FL Zip: 32256

Phone: 904-646-4717

Company Representative Signature

01/09/2026

Date

**METHOD OF INITIAL PAYMENT:** ☐ Cash ☐ Check ☐ Credit Card

Amount Remitted with Agreement..... \$

☐ Includes Initial Service Fee Payment + ☐ Sales Tax of \_\_\_\_\_%

☐ Includes Year in Advance Payment + ☐ Sales Tax of \_\_\_\_\_%

**BALANCE OF:** \$ To Be Paid @ \$ Per

☐ Month ☐ Every Other Month ☐ Quarter ☐ Year ☐ N/A

☐ Sales Tax of \_\_\_\_\_% Included ☐ Add Sales Tax of \_\_\_\_\_% ☐ N/A

## PAYMENT METHOD FOR REMAINING SERVICES:

☐ Pay Tech Each Service

☐ Deduct Credit Card Each Service

☐ Bill

☐ Other: \_\_\_\_\_

☐ N/A

Service Center Manager Approval

Date

**By signing below, I hereby acknowledge that I have read and understand the Terms and Conditions stated on each page of this agreement.**

Customer Name (please print)

Customer Signature

**COMMERCIAL PEST MANAGEMENT GUARANTEE  
TERMS AND CONDITIONS OF GUARANTEE**

1. **IF PESTS COME BACK, SO WILL WE!** The COMPANY agrees to provide guaranteed pest control service as indicated on the reverse side of this agreement. Additional treatments for pest covered under this agreement will be promptly rendered between regularly scheduled services, when requested by the customer or deemed necessary by the COMPANY.
2. **TRANSFERABLE** This Service Agreement may be transferred to a new customer or occupant.
3. **SERVICE SCHEDULE:** Customer agrees to allow scheduled appointments for service. In the event a scheduled appointment can't be met due to unexpected circumstances, the customer acknowledges that exterior treatments may be rendered to prevent a lapse in ongoing pest protection.
4. **PAYMENT SCHEDULE:** Payment is due on the scheduled service date upon completion of service unless otherwise noted on reverse side of this agreement. Customer acknowledges that all billed and/or invoiced services will be paid within thirty (30) days of the date that services are rendered. All billed and/or invoiced services must be indicated on the reverse side of this agreement and approved by the COMPANY's service center manager.
5. **CANCELLATION POLICY:** Customer acknowledges this is a one year service agreement, however if you are not completely satisfied with your service, you may cancel this agreement at any time by providing the COMPANY with a thirty day written notice.
6. **RENEWABLE SERVICE AGREEMENT:** Upon the completion of the first year of service, this agreement shall continue thereafter at the same service frequency unless written notice is given, by either party, thirty days prior to the anniversary date of this agreement.
7. **ANNUAL PRICE GUARANTEE:** This agreement assures the customer of no price increase on services during the first year of service. After the first twelve months of service, the COMPANY reserves the right to adjust service fees.
8. **CUSTOMER'S OBLIGATION TO NOTIFY THE COMPANY:** Prior to the COMPANY rendering service, Customer agrees to notify the COMPANY of any occupant at the premises to be serviced, who may be an expectant mother, allergic or sensitive to chemicals and/or the arrival of newborn infants.
9. **ARBITRATION:** It is understood and agreed that this is the entire agreement of the parties, and that the COMPANY and the customer are bound only by the terms and conditions of this agreement and not by any other representation, warranty or agreement, oral or otherwise. The Customer and the COMPANY agree that any controversy or claim between them shall be settled by private, binding arbitration or, if agreeable to the parties, mediation, to be followed by arbitration should mediation not result in a settlement of the dispute. The parties shall submit their claim to a private arbitration or mediation provider. Any arbitrator shall have no authority to award any damages other than the actual monetary loss sustained. In no event shall the arbitrator have the authority to award any punitive or exemplary damages, treble or multiplied damages under any law or theory, damages for mental or emotional distress of any kind, or any costs or attorney's fees incurred by the parties.
10. **INSURANCE:** The COMPANY is fully insured for providing services described in this Agreement. Information about this coverage is available from the COMPANY.
11. **ACCEPTED IN ALL ITS TERMS AND CONDITIONS** without limitations, it being specifically understood that the COMPANY and the undersigned will be bound only by the terms set forth in this agreement and not by any other representations, oral or otherwise. This agreement is not binding until approved by the service center manager.
12. **PAYMENT:** When a check is provided as payment, the Customer agrees that the COMPANY is authorized to use check information to make a one-time electronic funds transfer from Customer's account or to process the payment as a check transaction. For inquiries, please call 904-285-0091.
13. **Company-branded rodent equipment and associated materials provided by the Company are and shall remain the exclusive property of the Company. Customer understands that he/she does not acquire any ownership, interest, or title to such equipment and components, and that upon termination of agreement for any cause whatsoever, the Company is hereby authorized to remove all such Company-branded equipment and components.**

## **Tab 12**



## AGREEMENT FOR DISTRICT MANAGEMENT SERVICES

This Agreement (“**Agreement**”) is made and entered into effective this 1st day of February 2026, by and between:

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida, with a mailing address of c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”); and

**FCS MANAGEMENT GROUP, LLC**, a Florida limited liability company, with an address of 162 S. Prairie Lakes Drive, St. Augustine, Florida 32084 (“**District Manager**” and, together with the District, “**Parties**”).

This Agreement is further acknowledged by:

**DPFG MANAGEMENT & CONSULTING, LLC D/B/A VESTA DISTRICT SERVICES**, a Florida limited liability company, with an address of 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**Controller**”), which provides certain financial compliance and accounting support services to the District separate from the Services provided by District Manager under this Agreement..

### 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*, by ordinance adopted by the St. Johns County Board of County Commissioners, for the purpose of planning, financing, constructing, operating, and/or maintaining various public improvements and real property; and

**WHEREAS**, the District desires to enter into an agreement with the District Manager to provide certain district management services (“**Services**”), in conjunction with certain services provided by the Controller pursuant to separate agreement, all as further set forth in **Exhibit A** attached hereto, and the District Manager agrees to provide the Services; and

**WHEREAS**, the District and District 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:

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

**2. ENGAGEMENT OF SERVICES.** The District agrees to engage the District Manager to provide the Services. This Agreement grants to the District Manager the right to enter and use District property for the purposes and uses described in this Agreement, and the District Manager hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

**3. PURPOSE; SCOPE OF SERVICES.**

- a. District Management Services.** The District Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein. The purpose of this Agreement is for the District Manager to provide professional district management services to the District pursuant to Chapters 189, 190, and 218, *Florida Statutes* and other applicable law and as more particularly described herein and in **Exhibit A**.
- b. Additional Services.** In addition to the Services described in the Agreement, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the Agreement or that are necessary to carry out the Services as described herein, as well as any material changes in the scope requested by the District, will be considered “**Additional Services**.” If any Additional Services are requested, the Parties will agree to a detailed description of such services and fees. The District Manager shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the District Manager, as evidenced by a written addendum and a vote of the Board of Supervisors (“**Board**”).

**4. TERM; RENEWALS.** The Services described in this Agreement shall commence February 1, 2026, as described in **Exhibit B**. Performance of all Services shall continue through September 30, 2028, unless any such Services are terminated earlier in accordance with the terms of this Agreement. Notwithstanding the foregoing, this Agreement may be renewed for additional one (1)-year terms upon mutual written agreement of the Parties at least thirty (30) days prior to the expiration of the then-current term. Each additional one-year renewal shall be as priced in **Exhibit B**; thereafter, renewals shall be as negotiated between the Parties in writing. Such renewal may be evidenced by letter agreement that includes the pricing of the next succeeding fiscal year and incorporates the terms and conditions of this Agreement.

**5. FEES AND EXPENSES; PAYMENT TERMS.**

- a. Fees and Expenses.**
  - i. Administrative and Management Services.** A schedule of fees for the Services is shown in **Exhibit B** to this Agreement, which is attached hereto and incorporated herein (“**Fee Schedule**”). The

District shall pay the District Manager for the Services provided under the terms of this Agreement in accordance with the Fee Schedule.

ii. **Additional Services.** The District shall compensate the District Manager only for those Services provided under the terms of this Agreement. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required in accordance with the procedures detailed in section 3.b. of this Agreement.

iii. **Changes in Scope.** In the event the District authorizes a change in the scope of services requested, the District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the provisions of this Agreement. Such amendment must be validly executed by the Parties before the District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

iv. **Out-of-Pocket Expenses.** For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the District Manager incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding not already included in the Services.

b. **Payment Terms.**

i. **Payment for Services.** The Services will be billed monthly as a fixed fee pursuant to the Fee Schedule attached as **Exhibit B**. The District Manager acknowledges that the prices for the Services set forth in this Agreement are firm through Fiscal Year 2028 and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board and an addendum to this Agreement. Any change in fees must further be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any such fees or expenses. In no event shall the fees be increased to an amount which exceeds the

amount of funds approved for the Services in the applicable General Fund Budget adopted by the Board. The District Manager shall send monthly invoices to the District, in writing, which shall be delivered to the District on or before the fifteenth (15th) of the month in which the invoice is billed (*e.g.*, for the District Manager to receive timely payment for Services provided for the month of May, the invoice for May shall be delivered on or before May 15th).

- ii. **Prompt Payment.** All payments shall be subject to the Prompt Payment Act, Chapter 218.70, *et seq.*, *Florida Statutes*. Pursuant to Section 218.74(2), *Florida Statutes*, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, *Florida Statutes*.
- iii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 3 will be billed monthly on an hourly basis for the hours incurred at the District Manager's then-current hourly rate or as otherwise authorized by the District after the District has issued its written approval, as evidenced by a vote of the Board.
- iv. **Failure to Pay.** The District Manager shall have the right to suspend Services being provided as outlined in this Agreement if the District fails to pay the District Manager's invoices in a timely manner in accordance with the Prompt Payment Act, Section 218.70, *Florida Statutes*, and the District has not provided written notice of any good faith dispute regarding the invoice. The District Manager shall notify the District, in writing, at least ten (10) days prior to suspending Services. The District shall have the right to withhold payment for Services not performed or improperly performed until such Services are completed or corrected to the District's reasonable satisfaction, provided the District notifies the District Manager in writing of the specific deficiencies within ten (10) days of discovery.

**6. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, Controller, and any other, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Agreement. The District Manager shall be responsible for coordinating with the Controller as necessary to ensure the District Manager has access to information and documentation needed to perform the Services. Expenses incurred in providing the Controller support shall be the sole responsibility of the District unless specified herein.

**7. TERMINATION.**

- a. **Agreement.** This Agreement may be terminated as follows:



- i. By the District Manager or District for “good cause,” which shall include misfeasance, malfeasance, or nonfeasance by either party or any material breach of this Agreement by either party; or
- ii. Upon the dissolution or court-declared invalidity of the District or the District Manager; or
- iii. By the District Manager or the District, for any reason, upon provision of a minimum of sixty (60) days’ written notice of termination to the address noted herein.
- iv. Upon the termination of this Agreement, the District Manager agrees to take all reasonable and necessary actions to transfer to the District, or to such other party as directed by the District, all the books and records of the District in the District Manager’s possession in an orderly fashion. The portion of the fees and any other amounts due and owing to the District Manager under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement, subject to any offsets due District may have for Services or Additional Services not performed or not performed in accordance with the Agreement. The District’s obligation to make payment to the District Manager of the portion of the fees and any other amounts due and owing to District Manager under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

- b. **Controller Agreement.** The Parties agree and acknowledge that certain financial and accounting services will be provided by a third-party contractor, DPMG Management & Consulting, LLC D/B/A Vesta District Services, to whom the term “Controller” refers as used in this Agreement (“**Financial and Accounting Services**”) are governed by a separate agreement between the District and Controller (“**Financial and Accounting Services Agreement**”). The District Manager’s responsibilities under this Agreement are limited to the Services as set forth in Section 2 and the exhibits hereto and do not include the Financial and Accounting Services to be provided by the Controller. The Controller and District Manager each owe an obligation of good faith and fair dealing to the District and shall cooperate and coordinate with each other to ensure the District receives the full benefit of both this Agreement and the Financial and Accounting Services Agreement. In the event the Financial and Accounting Services Agreement is terminated or otherwise no longer effective, the District Manager shall not be required to assume or provide the Financial and Accounting Services unless the District and District Manager enter into a separate written amendment to this Agreement that specifically sets forth the scope of such Financial and Accounting Services

to be provided by District Manager, the compensation for such services, and any additional insurance or other requirements necessary for District Manager to perform such services.

**8. REPRESENTATIONS AND ACKNOWLEDGMENTS.**

- a.** The District Manager shall devote such time as is necessary to perform the Services.
- b.** The District Manager agrees that all Services shall be performed by skilled and competent personnel.
- c.** The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager's activities and work pursuant to the Agreement within twenty-four hours (24) hours.
- d.** The District Manager represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, *Florida Statutes*. The District Manager further represents that no person having any such interest shall be employed by the District Manager to perform the Services or any portion thereof.
- e.** The District acknowledges that the District Manager is not an attorney and may not render legal advice or opinions. Although the District Manager may participate in the accumulation of information necessary for use in documents required by the District in order to finalize any particular matter(s), such information shall be verified by the District as to its correctness; provided, however, that the District shall not be required to verify the correctness of any information originated by the District Manager in connection with the Services, including but not limited to financial information of the District.

**9. INDEMNIFICATION; SOVEREIGN IMMUNITY.**

- a. District Manager Indemnification.** To the extent allowable under applicable law and except and to the extent caused by the gross negligence or willful misconduct of the District, the District Manager agrees to indemnify and hold the District and its respective officers, directors, employees, agents, successors and assigns (the District and each such person being an "**Indemnified Party**") harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses, including without limitation, attorneys' fees suffered, sustained, incurred or required to be paid by any Indemnified Party related to or arising

out of the negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager pursuant to this Agreement. In the event that the District Manager receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with District Manager's indemnity obligations hereunder, the District Manager shall give the District prompt notice of such proceedings and shall inform the District in advance of all hearings regarding such action, claim, suit, proceeding, or investigation. The District Manager shall ensure that the indemnification obligations herein are included in any agreement between the District Manager and the District Manager, such that the District Manager is responsible for indemnifying each Indemnified Party according to the terms herein; however, in no event shall the District Manager be relieved of its responsibility to indemnify the District and each Indemnified Party according to the terms herein, regardless of whether such indemnification obligation is included in any agreement between the Controller and District Manager or any agreement between the District and Controller.

- b. District Indemnification.** To the extent allowable under applicable law and up to the limit of the District's then-applicable insurance coverage, the District agrees to indemnify, defend, and hold harmless the District Manager from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorneys' fees, that District Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to this Agreement that are caused by the grossly wrongful acts or omissions of the District. The District's indemnification, defense, and hold harmless obligations under this subsection shall apply only up to, and without waiving, the monetary limitations of liability and sovereign immunity protection set forth in Section 768.28, *Florida Statutes*.
- c. Indemnification Obligations.** Indemnification obligations under this Agreement 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- d. Sovereign Immunity.** 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, including to the extent that the District Manager may be deemed to be an agent of the District.

**10. INSURANCE.**

- a.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- b.** The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:

  - i.** Workers' Compensation Insurance in accordance with the laws of the State of Florida (which may be waived with a valid Certificate of Election to be Exempt from Florida Workers' Compensation Law issued by the State of Florida Department of Financial Services).
  - ii.** Commercial General Liability Insurance with the following limits:

\$1,000,000	<i>General Aggregate</i>
\$1,000,000	<i>Products/Completed Operations</i>
\$1,000,000	<i>Personal &amp; Advertising Injury</i>
\$1,000,000	<i>Each Occurrence</i>
  - iii.** Comprehensive automobile liability insurance for all vehicles used by the District Manager or its employees with respect to the operation of the Facilities whether owned, non-owned or hired, with a combined single limit of \$1,000,000.
  - iv.** Employer's Liability Coverage with limits of \$250,000.
  - v.** Professional Liability Insurance with limits of \$1,000,000 (or other similar insurance coverage, which may be waived in the District's discretion).
  - vi.** Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$3,000,000.
- c.** Insurance obtained by District Manager shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its officers, supervisors, staff and employees shall be listed as additional insureds on the commercial general liability policy (including any endorsement for abuse/molestation coverage), automobile liability policy, and excess (umbrella) liability policy, and no policy may be cancelled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may



be cancelled, materially modified, or allowed to expire during the term of this Agreement without at least thirty (30) days prior written notice to the District.

**11. COMPLIANCE WITH PUBLIC RECORDS LAWS.** The District 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, the District 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*. The District Manager acknowledges that the designated public records custodian for the District is Vesta District Services (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the District 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 Agreement term and following the Agreement term if the District Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the District 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 District Manager, the District 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 ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DISTRICT MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, OR BY MAIL C/O VESTA DISTRICT SERVICES, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.**

**12. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notice(s)**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, emailed read receipt, or overnight delivery service, to the Parties as follows:

**If to the District:**

Trout Creek Community Development District  
c/o FCS Management Group, LLC  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746  
Attn: Trout Creek CDD, District Manager

**With a copy to:**

Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: Trout Creek CDD, District Counsel  
[jennifer@cddlawayers.com](mailto:jennifer@cddlawayers.com)

**If to the District Manager:** FCS Management Group, LLC  
162 S. Prairie Lakes Drive  
St. Augustine, Florida 32084  
Attn: Howard McGaffney  
[howard@fcsmanagementgroup.com](mailto:howard@fcsmanagementgroup.com)

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the District Manager may deliver Notice on behalf of the District and the District Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

**13. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the District Manager.

**14. ASSIGNMENT.** Neither the District nor the District Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void. Notwithstanding the foregoing, this Agreement shall not be construed to limit or restrict the District's separate agreement with DPFG Management & Consulting, LLC d/b/a Vesta District Services for financial compliance and accounting support services, which services are expressly excluded from the scope of this Agreement.

**15. CONTROLLING LAW.** The Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. The venue for all proceedings shall be in St. Johns County, Florida.

**16. 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.

**17. MERGER PROVISION.** This instrument, together with its exhibits, contains the entire understanding and agreement between the Parties concerning the subject matter hereof and

supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, between the Parties, with respect thereto. This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the District Manager relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

**18. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either the District or the District Manager under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**19. ENFORCEMENT OF AGREEMENT; ATTORNEYS' FEES.** 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 District Manager is required to enforce this Agreement by court proceedings or otherwise, 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.

**20. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the District Manager 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, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the District Manager 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 District and the District Manager and their respective representatives, successors, and assigns.

**21. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the District Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the District Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**22. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the

District Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**23. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

**24. E-VERIFY.** The District Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The District Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The District Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the District Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the District Manager has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the District Manager represents that no public employer has terminated a contract with the District Manager under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

**26. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The District 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 to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**27. SCRUTINIZED COMPANIES STATEMENT.** In accordance with Section 287.135, *Florida Statutes*, the District Manager represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents 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*, and in the event such status changes, the District Manager shall immediately notify the District. If the District Manager is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.



**28. ANTI-HUMAN TRAFFICKING.** The District 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*. The District Manager shall execute an affidavit, in an acceptable form to the District, in compliance with Section 787.06(13), *Florida Statutes*.

**29. NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

*(Remainder of this page is left blank intentionally)*

**NOW, THEREFORE**, the District Manager and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**FCS MANAGEMENT GROUP, LLC**

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

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

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

*Acknowledged by:*

**DPFG MANAGEMENT & CONSULTING,  
LLC D/B/A VESTA DISTRICT SERVICES**

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

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

**Exhibit A:** Services  
**Exhibit B:** Fee Schedule

**Exhibit A**  
**FCS MANAGEMENT GROUP, LLC – SCOPE OF SERVICES**  
**Scope of Services**

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.

**Exhibit B**  
**Fee Schedule**

Scope of Services	Jan. 2026	Feb. 2026	FY26*	FY27	FY28
District Management Services	\$2,000	\$2,000	\$35,000	\$60,000	\$60,000
<b>Total Fee</b>	\$2,000	\$2,000	\$35,000	\$60,000	\$60,000

*\*FY26 begins March 1, 2026, and continues until September 30, 2026.*

Per Meeting/Workshop Fee after 12 regular monthly meetings: \$1,200



## **AGREEMENT FOR FINANCIAL COMPLIANCE AND ACCOUNTING SUPPORT SERVICES**

This Agreement (“**Agreement**”) is made and entered into effective this 1st day of February 2026, by and between:

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida, with a mailing address of c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”); and

**DPEF MANAGEMENT & CONSULTING, LLC D/B/A VESTA DISTRICT SERVICES**, a Florida limited liability company, with an address of 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**Controller**” and, together with the District, “**Parties**”).

This Agreement is further acknowledged by:

**FCS MANAGEMENT GROUP, LLC**, a Florida limited liability company, with an address of 162 S. Prairie Lakes Drive, St. Augustine, Florida 32084 (“**District Manager**”), which provides certain district management services to the District separate from the Services provided by Controller under this Agreement.

### **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*, by ordinance adopted by the St. Johns County Board of County Commissioners, for the purpose of planning, financing, constructing, operating, and/or maintaining various public improvements and real property; and

**WHEREAS**, the District desires to enter into an agreement with the Controller to provide financial compliance and accounting services (“**Services**”), all as further set forth in **Exhibit A** attached hereto, and the Controller agrees to provide the Services; and

**WHEREAS**, the District and Controller 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:

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

**2. ENGAGEMENT OF SERVICES.** The District agrees to engage the Controller to provide the Services. This Agreement grants to the Controller the right to enter and use District property for the purposes and uses described in this Agreement, and the Controller hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

**3. PURPOSE; SCOPE OF SERVICES.**

**a. Financial Compliance and Accounting Services.** The Controller agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein. The purpose of this Agreement is for the Controller to provide professional financial compliance and accounting services to the District pursuant to Chapters 189, 190 and 218, *Florida Statutes*, and other applicable law and as more particularly described herein and in **Exhibit A**.

**b. Additional Services.** In addition to the Services described in the Agreement, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Controller. Any services not specifically provided for in the Agreement or that are necessary to carry out the Services as described herein, as well as any material changes in the scope requested by the District, will be considered “**Additional Services**.” If any Additional Services are requested, the Parties will agree to a detailed description of such services and fees. The Controller shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Controller, as evidenced by a written addendum and a vote of the Board of Supervisors (“**Board**”).

**4. TERM; RENEWALS.** The Services described in this Agreement shall commence February 1, 2026, as described in **Exhibit B**. Performance of all Services shall continue through September 30, 2028, unless any such Services are terminated earlier in accordance with the terms of this Agreement. Notwithstanding the foregoing, this Agreement may be renewed for additional one (1)-year terms upon mutual written agreement of the Parties at least thirty (30) days prior to the expiration of the then-current term. Each additional one-year renewal shall be as priced in **Exhibit B**; thereafter, renewals shall be as negotiated between the Parties in writing. Such renewal may be evidenced by letter agreement that includes the pricing of the next succeeding fiscal year and incorporates the terms and conditions of this Agreement.

**5. FEES AND EXPENSES; PAYMENT TERMS.**

**a. Fees and Expenses.**

**i. Financial and Accounting Services.** A schedule of fees for the Services, including but not limited to administrative services, accounting services, financial/assessment services, revenue collection, and dissemination agent services, is shown in **Exhibit B** to this Agreement, which is attached hereto and incorporated herein

(“**Fee Schedule**”). The District shall pay the Controller for the Services provided under the terms of this Agreement in accordance with the Fee Schedule.

- ii. **Additional Services.** The District shall compensate the Controller only for those Services provided under the terms of this Agreement. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required in accordance with the procedures detailed in section 3.b. of this Agreement.
- iii. **Changes in Scope.** In the event the District authorizes a change in the scope of services requested, the Controller shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the provisions of this Agreement. Such amendment must be validly executed by the Parties before the Controller is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. **Out-of-Pocket Expenses.** For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Controller incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding not already included in the Services.

**b. Payment Terms.**

- i. **Payment for Services.** The Services will be billed monthly as a fixed fee pursuant to the Fee Schedule attached as **Exhibit B**. The Controller acknowledges that the prices for the Services set forth in this Agreement are firm through Fiscal Year 2028 and that the Controller may change the prices only with the District’s written consent as evidenced by a vote of the Board and an addendum to this Agreement. Any change in fees must further be reflected in the adopted General Fund Budget of the District. The District’s adoption of the General Fund Budget shall not constitute the District’s consent for payment of any such fees or expenses. In no event shall the fees be increased to an amount which exceeds the amount of funds approved for the Services in the applicable General

Fund Budget adopted by the Board. The Controller shall send monthly invoices to the District, in writing, which shall be delivered to the District on or before the fifteenth (15th) of the month in which the invoice is billed (*e.g.*, for the Controller to receive timely payment for Services provided for the month of May, the invoice for May shall be delivered on or before May 15th).

- ii. **Prompt Payment.** All payments shall be subject to the Prompt Payment Act, Chapter 218.70, *et seq.*, *Florida Statutes*. Pursuant to Section 218.74(2), *Florida Statutes*, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, *Florida Statutes*.
- iii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 3 will be billed monthly on an hourly basis for the hours incurred at the Controller's then-current hourly rate or as otherwise authorized by the District after the District has issued its written approval, as evidenced by a vote of the Board.
- iv. **Failure to Pay.** The Controller shall have the right to suspend Services being provided as outlined in this Agreement if the District fails to pay the Controller's invoices in a timely manner in accordance with the Prompt Payment Act, Section 218.70, *Florida Statutes*, and the District has not provided written notice of any good faith dispute regarding the invoice. The Controller shall notify the District, in writing, at least ten (10) days prior to suspending Services. The District shall have the right to withhold payment for Services not performed or improperly performed until such Services are completed or corrected to the District's reasonable satisfaction, provided the District notifies the Controller in writing of the specific deficiencies within ten (10) days of discovery.

**6. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, District Manager, and any other contractors or employees, as required, for the Controller to perform the duties outlined in this Agreement. The District Manager shall be responsible for coordinating with the Controller as necessary to ensure the Controller has access to information and documentation needed to perform the Services. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

**7. TERMINATION.**

- a. **Agreement.** This Agreement may be terminated as follows:



- i. By the Controller or District for “good cause,” which shall include misfeasance, malfeasance, or nonfeasance by either party or any material breach of this Agreement by either party; or
  - ii. Upon the dissolution or court-declared invalidity of the District or the Controller; or
  - iii. By the Controller or the District, for any reason, upon provision of a minimum of sixty (60) days’ written notice of termination to the address noted herein.
  - iv. Upon the termination of this Agreement, the Controller agrees to take all reasonable and necessary actions to transfer to the District, or to such other party as directed by the District, all the books and records of the District in the Controller’s possession in an orderly fashion. The portion of the fees and any other amounts due and owing to the Controller under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement, subject to any offsets due District may have for Services or Additional Services not performed or not performed in accordance with the Agreement. The District’s obligation to make payment to the Controller of the portion of the fees and any other amounts due and owing to Controller under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.
- b. **District Management Agreement.** The Parties agree and acknowledge that certain district management services, including but not limited to meeting agenda preparation, minutes preparation, resident communications, onsite oversight, and contract administration, will be provided by a third-party contractor, FCS Management Group, LLC, to whom the term “District Manager” refers as used in this Agreement (“**District Management Services**”). The Controller further recognizes and agrees that such District Management Services are governed by a separate agreement between the District and District Manager (“**District Management Agreement**”). The Controller's responsibilities under this Agreement are limited to financial accounting services as set forth in Section 2 and the exhibits hereto and do not include the District Management Services to be provided by the District Manager. The Controller and District Manager each owe an obligation of good faith and fair dealing to the District and shall cooperate and coordinate with each other to ensure the District receives the full benefit of both this Agreement and the District Management Agreement. In the event the District Management Agreement is terminated or otherwise no longer effective, the Controller shall not be required to assume or provide the District Management Services unless the District and Controller enter into a separate written amendment to this Agreement that specifically sets forth

the scope of such District Management Services to be provided by Controller, the compensation for such services, and any additional insurance or other requirements necessary for Controller to perform such services.

**8. REPRESENTATIONS AND ACKNOWLEDGMENTS.**

- a. The Controller shall devote such time as is necessary to perform the Services.
- b. The Controller agrees that all Services shall be performed by skilled and competent personnel.
- c. The Controller and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. To the extent damage is caused by the Controller, the Controller agrees to take steps to repair any damage resulting from the Controller's activities and work pursuant to the Agreement within twenty-four hours (24) hours.
- d. The Controller represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, *Florida Statutes*. The Controller further represents that no person having any such interest shall be employed by the Controller to perform the Services or any portion thereof.
- e. The District acknowledges that the Controller is not an attorney and may not render legal advice or opinions. Although the Controller may participate in the accumulation of information necessary for use in documents required by the District in order to finalize any particular matter(s), such information shall be verified by the District as to its correctness; provided, however, that the District shall not be required to verify the correctness of any information originated by the Controller in connection with the Services, including but not limited to financial information of the District.

**9. INDEMNIFICATION; SOVEREIGN IMMUNITY.**

- a. **Controller Indemnification.** To the extent allowable under applicable law and except and to the extent caused by the gross negligence or willful misconduct of the District, the Controller agrees to indemnify and hold the District and its respective officers, directors, employees, agents, successors and assigns (the District and each such person being an "**Indemnified Party**") harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses, including without limitation, attorneys' fees suffered, sustained, incurred or required to be paid by any Indemnified Party related to or arising out of the negligent,

reckless, and/or intentionally wrongful acts or omissions of the Controller pursuant to this Agreement. In the event that the Controller receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with Controller's indemnity obligations hereunder, the Controller shall give the District prompt notice of such proceedings and shall inform the District in advance of all hearings regarding such action, claim, suit, proceeding, or investigation. The Controller shall ensure that the indemnification obligations herein are included in any agreement between the Controller and the District Manager, such that the District Manager is responsible for indemnifying each Indemnified Party according to the terms herein; however, in no event shall the Controller be relieved of its responsibility to indemnify the District and each Indemnified Party according to the terms herein, regardless of whether such indemnification obligation is included in any agreement between the District Manager and Controller or any agreement between the District and District Manager.

- b. District Indemnification.** To the extent allowable under applicable law and up to the limit of the District's then-applicable insurance coverage, the District agrees to indemnify, defend, and hold harmless the Controller from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorneys' fees, that Controller may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to this Agreement that are caused by the grossly wrongful acts or omissions of the District. The District's indemnification, defense, and hold harmless obligations under this subsection shall apply only up to, and without waiving, the monetary limitations of liability and sovereign immunity protection set forth in Section 768.28, *Florida Statutes*.
- c. Indemnification Obligations.** Indemnification obligations under this Agreement 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- d. Sovereign Immunity.** 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, including to the extent that the Controller may be deemed to be an agent of the District.

## **10. INSURANCE.**

- a. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- b. The Controller shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:
  - i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  - ii. Commercial General Liability Insurance with the following limits:

\$1,000,000	<i>General Aggregate</i>
\$1,000,000	<i>Products/Completed Operations</i>
\$1,000,000	<i>Personal &amp; Advertising Injury</i>
\$1,000,000	<i>Each Occurrence</i>
  - iii. Comprehensive automobile liability insurance for all vehicles used by the Controller or its employees with respect to the operation of the Facilities whether owned, non-owned or hired, with a combined single limit of \$1,000,000.
  - iv. Employer's Liability Coverage with limits of \$250,000.
  - v. Professional Liability Insurance with limits of \$1,000,000 (or other similar insurance coverage, which may be waived in the District's discretion).
  - vi. Employment theft dishonesty insurance in the amount of \$500,000.
  - vii. Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$3,000,000.
- c. Insurance obtained by Controller shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its officers, supervisors, staff and employees shall be listed as additional insureds on the commercial general liability policy (including any endorsement for abuse/molestation coverage), automobile liability policy, and excess (umbrella) liability policy, and no policy may be cancelled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be cancelled, materially modified, or allowed to expire during the term of



this Agreement without at least thirty (30) days prior written notice to the District.

**11. COMPLIANCE WITH PUBLIC RECORDS LAWS.** The Controller understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Controller agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. The Controller acknowledges that the designated public records custodian for the District is **Vesta District Services** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Controller 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 Agreement term and following the Agreement term if the Controller does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Controller’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 Controller, the Controller 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 ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTROLLER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, OR BY MAIL C/O VESTA DISTRICT SERVICES, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.**

**12. NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notice(s)”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, emailed read receipt, or overnight delivery service, to the Parties as follows:

**If to the District:**

Trout Creek Community Development District  
c/o FCS Management Group, LLC  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746  
Attn: Trout Creek CDD, District Manager  
[howard@fcsmanagementgroup.com](mailto:howard@fcsmanagementgroup.com)

**With a copy to:**

Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: Trout Creek CDD, District Counsel  
[jennifer@cddlattorneys.com](mailto:jennifer@cddlattorneys.com)

**If to the Controller:**

DPFG Management & Consulting, LLC  
d/b/a Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746  
Attn: Chris Hodge  
[chodge@vestapropertyservices.com](mailto:chodge@vestapropertyservices.com)

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Controller may deliver Notice on behalf of the District and the Controller, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

**13. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Controller.

**14. ASSIGNMENT.** Neither the District nor the Controller may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Controller or the District without the prior written approval of the other party is void. Notwithstanding the foregoing, this Agreement shall not be construed to limit or restrict the District's separate agreement with FCS Management Group, LLC for district management services, which services are expressly excluded from the scope of this Agreement.

**15. CONTROLLING LAW.** The Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. The venue for all proceedings shall be in St. Johns County, Florida.

**16. 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.

**17. MERGER PROVISION.** This instrument, together with its exhibits, contains the

entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, between the Parties, with respect thereto. This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Controller relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

**18. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either the District or the Controller under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**19. ENFORCEMENT OF AGREEMENT; ATTORNEYS' FEES.** 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 Controller is required to enforce this Agreement by court proceedings or otherwise, 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.

**20. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Controller, 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, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Controller 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 District and the Controller and their respective representatives, successors, and assigns.

**21. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Controller shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Controller fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Controller or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**22. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully

between the District and the Controller as an arm's length transaction. The District and the Controller participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**23. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

**24. E-VERIFY.** The Controller, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Controller further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Controller shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Controller shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Controller has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Controller represents that no public employer has terminated a contract with the Controller under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

**26. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Controller 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 to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**27. SCRUTINIZED COMPANIES STATEMENT.** In accordance with Section 287.135, *Florida Statutes*, the Controller represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents 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*, and in the event such status changes, the Controller shall immediately notify the District. If the Controller is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this



Agreement.

**28. ANTI-HUMAN TRAFFICKING.** The Controller 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*. The Controller shall execute an affidavit, in an acceptable form to the District, in compliance with Section 787.06(13), *Florida Statutes*.

**29. NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

**[Signature Page Follows]**

**NOW, THEREFORE**, the Controller and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**DPFG MANAGEMENT & CONSULTING, LLC  
D/B/A VESTA DISTRICT SERVICES**

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

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

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

***Acknowledged by:*  
FCS MANAGEMENT GROUP, LLC**

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

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

**Exhibit A:** Services  
**Exhibit B:** Fee Schedule

**Exhibit A**  
**VESTA PROPERTY SERVICES, INC. - SCOPE OF SERVICES**  
**Scope of 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 presentation at all budget meetings, public hearings, and workshops. Controller shall coordinate with FCS Management Group, LLC regarding presentation of the budget at such meetings. 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 Controller) 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 selecting 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 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 Controller shall conduct a review of the current platted and unplatted lots compared to the original development plan 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 Controller 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 are prepaid 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.



**Exhibit B**  
**Fee Schedule**

Scope of Services		Feb. 2026	FY26*	FY27	FY28
<b>Administrative Services</b>	Including meeting minutes preparation, records retention per Chapter 119, F.S., public records requests handling, agenda preparation and delivery.	\$1,000	\$7,000	\$12,000	\$12,000
<b>Accounting Services</b>	Including financial statements preparation, accounts payable/receivable, asset and investment tracking, annual budgeting, state and bond-related filings, trust account monitoring. Excludes purchasing/risk management and capital administration, which are provided by FCS under Administrative Services.	\$2,000	\$14,000	\$24,000	\$24,000
<b>Financial &amp; Assessment Services and Revenue Collection</b>	Including assessment billing and collection, assessment roll certification, direct billing, true-up analysis, property owner inquiries related to assessments and financial matters		\$6,000	\$12,000	\$12,000
<b>Dissemination Agent Services</b>	Performing Continuing Disclosure Agreement obligations and acting as Dissemination Agent		\$7,000	\$7,000	\$7,000
<b>Total Fee</b>		<b>\$3,000</b>	<b>\$34,000</b>	<b>\$55,000</b>	<b>\$55,000</b>

*\*FY26 begins March 1, 2026, and continues until September 30, 2026.*

## **TAB 13**

# 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 **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/public hearings.

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>
Mike Yuro	<b>Yuro &amp; Associates</b>

Members of the public present.

### SHADE SESSION AGENDA:

#### FIRST ORDER OF BUSINESS

#### CALL TO ORDER

Mr. Wright called the meeting to order 5:30 p.m.

#### SECOND ORDER OF BUSINESS

#### AUDIENCE COMMENTS (ONLY ON SHADE SESSION MATTER)

No audience present.

**THIRD ORDER OF BUSINESS**

**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.

Transcript of the shade session will become public at the end of litigation.

**FOURTH ORDER OF BUSINESS**

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

Shade session adjourned at 5:52 pm.

**REGULAR MEETING AGENDA:**

**FIRST ORDER OF BUSINESS**

**CALL TO ORDER**

Mr. Wright called the meeting to order 6:01 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)**

Audience comments were taken on agenda and general comments excluding the request for proposals (RFP) for District Management Services. It was noted that the comments would be opened back up following the presentations on this subject.

Audience comments were heard on debt service distributions.

**FOURTH ORDER OF BUSINESS**

**NOTICE OF RIZZETTA &  
COMPANY'S RESIGNATION OF  
DISTRICT SERVICES**

The Board confirmed the effective date of the Rizzetta and Company resignation found under tab 1 of the agenda to be February 27, 2026.



**FIFTH ORDER OF BUSINESS****CONSIDERATION OF  
PROPOSALS RECEIVED IN  
RESPONSE TO DISTRICT  
MANAGEMENT RFP**

Mr. Loy noted that the RFP had been circulated to six companies and that they had received two responses. Presentations were provided by Governmental Management Services (GMS) and Vesta/FCS Management Group with each group taking questions from the board and took audience comments.

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the board selected the proposal from Vesta/ FCM Management Group with a commencement date of February 27, 2026, for Trout Creek Community Development District.

**SIXTH ORDER OF BUSINESS****STAFF REPORTS****A. District Counsel****1.) Status of Settlement Agreement with Developer**

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the board authorized staff and Supervisor Brezlin to work with Ms. Greenlee on a settlement letter to VerdeGo, for Trout Creek Community Development District.

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the board set a shade session at 5:30 pm on January 22, 2026 and directed staff to advertise for VerdeGo vs. Trout Creek Community Development District litigation, 2026, for Trout Creek Community Development District.

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the board approved a temporary construction easement to have the developer construct the crosswalk to be completed by January 5, 2026, for Trout Creek Community Development District.

It was also noted that the Developer was funding the construction of the crosswalk.

## 2.) Update Concerning Pond Maintenance and Mowing in the Woodlands

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the board approved amendment with Prestige Landscape, adding the pond bank mowing of phase 1 HOA area in the Woodlands at no expense to the district, for Trout Creek Community Development District.

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the board approved amending the current Charles Aquatics agreement effective January 1, 2026 at an expense of \$247/month adding the 4 ponds in the Woodlands, for Trout Creek Community Development District.

Mr. Wright requested a punch list be completed for the entry to share with the County.

### B. District Engineer

#### 1.) Update on Crosswalk Proposal

Mr. Yuro provided an update that he has a walk through with Mr. Roane from Freehold regarding the crosswalk. Mr. Breslin to also attend.

#### 2.) Consideration of Proposal for Asphalt Testing & Vallencourt

Mr. Yuro updated the board that Vallencourt will not accept full responsibility due to age of the roadway. He is not recommending moving forward with testing at this time and will obtain resurfacing proposals.

#### 3.) Consideration of Cross Walk Flashing Light Proposal for Phase 3 Traffic Circle

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the board approved three pairs of solar crosswalk flashing signs with a not to exceed amount of \$20,000.00 and authorized Ms. Loffredo to work with the District Engineer on locations for Trout Creek Community Development District.

*\*Mr. Wright left the meeting progress.*

### C. Landscape Maintenance Service Reports

No comments on Ruppert and Prestige Landscape reports for November 2025 in the agenda.

**D. Pond Aquatics Service Reports**

No comments on pond reports for December 3,5, 9, 2025 in agenda.

**1.) Consideration of Charles Aquatics Phase 3 Carp and Barrier Installation Proposal – Under Separate Cover**

This item was tabled to the January meeting.

**E. General Manager**

**1.) Consideration of Amenity Access Fence Repair and/or Replacement Proposal**

This item was tabled for further discussion at the workshop and January meeting as additional proposals were anticipated.

**F. District Manager**

**1.) Variance Report Presented by Supervisor Murphy – no comments**

Ms. Dobbins noted that the Poolsure invoice being paid in full totaling \$58,585.97, as directed.

**SEVENTH ORDER OF BUSINESS**

**CONSIDERATION OF CBUSS  
BULK TILE PURCHASE  
PROPOSAL**

On a motion by Ms. Loffredo, seconded by Mr. Breslin, with all in favor, the board approved the proposals from CBuss for the bulk tile purchases for the lap pool in the amount of \$14,843.15 and lazy river \$17,196.00 with CBuss to store the tile and counsel to include additional language in the agreement regarding this, for Trout Creek Community Development District.

**EIGHTH ORDER OF BUSINESS**

**BUSINESS ADMINISTRATION -  
CONSENT AGENDA**

**A.) Consideration of Minutes for the Board of Supervisors' Meeting held on  
November 19, 2025**

**B.) Consideration of Minutes for the Workshop held on December 3, 2025**

The board approved as amended to correct Ms. Murphy's name on each set of minutes.

On a motion by Ms. Loffredo, seconded by Mr. Breslin, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on November 19, 2025, the minutes of the Workshop held on December 3, 2025, as amended for Trout Creek Community Development District.

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

This item was tabled.

**NINETH ORDER OF BUSINESS**

**SUPERVISOR REQUESTS**

A list of items for the January 6<sup>th</sup> workshop was provided.

**TENTH ORDER OF BUSINESS**

**ADJOURNMENT**

On a motion by Ms. Loffredo, seconded by Mr. Breslin, with all in favor, the Board adjourned the meeting at 8:28 p.m., for Trout Creek Community Development District.



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Secretary /Assistant Secretary

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Chairman / Vice Chairman

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## **TAB 14**

**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 the Trout Creek Community Development District was held on **January 6, 2026, at 10:00 a.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092. The following is the agenda for the workshop:

**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>
Howard McGaffney	<b>FCS Management Group</b>

Members of the public present.

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

Mr. Wright called the meeting to order at 10:00 a.m.

**SECOND ORDER OF BUSINESS****COMCAST PRESENTATION**

FSR Representatives hosted a call to help guide or coordinate with the Board/District related to bulk services from Comcast.

*\*Moved to CBus Project Completion Extension Request Item.*

**THIRD ORDER OF BUSINESS****DISCUSSION OF CBUSS PROJECT  
COMPLETION EXTENSION  
REQUEST**

CBUSS requested a project Timeline Extension: Requested the project deadline be extended by two weeks to February 13, 2026 to be considered at January meeting with new plaster selection (Tempool's White Elements Series: COBALT WHITE PL) as previous selection is no longer available.

#### **FOURTH ORDER OF BUSINESS**

#### **RESIDENT FEEDBACK/COMMITTEE DISCUSSION**

Resident Committees discussion ensued. The Board asked to have this discussion/consideration of committees as an agenda item on the February agenda.

#### **FIFTH ORDER OF BUSINESS**

#### **DISCUSSION ON GOLF CART PATH IMPROVEMENTS**

Discussion about the addition or widening of 6 paths/areas.

#### **SIXTH ORDER OF BUSINESS**

#### **DISCUSSION OF ONGOING PROJECT DEVELOPMENT ON LONG-TERM OBJECTIVES FOR RESIDENTIAL SERVICES**

Short-term goals were discussed such as: Financials and Budget, verifying ownership, identifying the plan.

#### **Discussions ensued regarding the following:**

- Pickleball Courts
- Basketball Court
- 2<sup>nd</sup> Amenity Center/Pool
- Food and Beverage
- Golf Cart Paths
- Parking: Kayak / Outpost
- 16A Buffer Wall

#### **SEVENTH ORDER OF BUSINESS**

#### **FINANCIAL DISCUSSION OR UPDATES**

Supervisor and vendor payments discussed.

#### **EIGHTH ORDER OF BUSINESS**

#### **DISCUSSION ON DEVELOPER SETTLEMENT AGREEMENT**



**NINETH ORDER OF BUSINESS**

**DISCUSSION ON  
TECHNOLOGY & VIRTUAL  
MEETINGS**

General Discussions ensured about the desire to have full audio video production for the purpose of televising meetings.

**TENTH ORDER OF BUSINESS**

**DISCUSSION ON MILLING &  
RESURFACING**

Discussion about the resurfacing of the road from “Springs” to the Roundabout at an approximate expense of \$168,000, how it would be funded and timing.

**ELEVENTH ORDER OF BUSINESS**

**DISCUSSION OF CATERING  
REIMBURSEMENT REQUEST**

Mr. Wright reviewed a request for catering and rental reimbursement following an access control mishap for rental that occurred outside of normal office hours. Ratification of Chairman’s approval to provide reimbursement to be added to the consent agenda for the January meeting.

**TWELFTH ORDER OF BUSINESS**

**DISCUSSION OF OTHER  
MATTERS CONCERNING THE  
DISTRICT**

Board requested follow up on Supervisor and vendor payments due.

Ms. Tharpe reported damage/vandalism at Falls Park Volleyball, where the post and nets were damaged. Reported that someone used the fireplace at Outpost and used material that was not appropriate to use for fire pits.

**PUBLIC COMMENT WAS HEARD ON THE FOLLOWING ITEMS**

- Amenity Access Control: Policies, Operations, New readers, Vendor for Alarm Monitoring
- Unfavorable odor near area where JEA is working
- Paving,
- Golf cart path additions, and locations.

**THIRTEENTH ORDER OF BUSINESS**

**ADJOURNMENT**

Audience comments were received. The meeting adjourned at 12:05 pm.

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Secretary /Assistant Secretary

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Chairman / Vice Chairman

## **TAB 15**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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District Office - St. Augustine, Florida - (904)-436-6270

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

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

## **Operation and Maintenance Expenditures Presented For Board Approval November 2025**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2025 through November 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$231,712.14**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary



# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Amazon Capital Services, Inc.	800266	13D1-XMGF-3WX1	Office Supplies 10/25	\$ 988.99
Amazon Capital Services, Inc.	800266	14MF-MXYH-6QYY	Maintenance & Repairs 10/25	\$ 300.82
Amazon Capital Services, Inc.	800266	16HM-9DML-V9RL	Janitorial Supplies 10/25	\$ 149.65
Amazon Capital Services, Inc.	800266	19HD-49CL-13RP	Maintenance & Repairs 10/25	\$ 48.90
Amazon Capital Services, Inc.	800266	19M4-D6CN-7G6Q	Cafe Materials 10/25	\$ 49.52
Amazon Capital Services, Inc.	800266	1CW6-FM4G-71YR	Janitorial Supplies 10/25	\$ 24.98
Amazon Capital Services, Inc.	800266	1R3F-YXWT-6PMC	Maintenance & Repairs 11/25	\$ 123.49
Amazon Capital Services, Inc.	800266	1XTL-G71H-T47L	Cafe Materials 10/25	\$ 17.88
AT&T	20251125-1	110225-158596576 ACH	Phone, Internet & Cable Services 11/25	\$ 30.00
AT&T	20251118-2	151561791 11/25 ACH	Internet Services 11/25	\$ 32.10

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

Vendor Name	Check Numbe	Invoice Number	Invoice Description	Invoice Amount
AT&T	20251118-1	299942543 11/25 ACH	Internet Services 11/25	\$ 32.10
Bleu Bear Designs, LLC	800267	5	Special Events 09/25	\$ 375.00
Bleu Bear Designs, LLC	800267	8	Uniforms & Laundry 10/25	\$ 145.00
Buster's Cleaning Service	800268	163	Janitorial Services 11/25	\$ 1,600.00
C BUSS Enterprises, Inc.	800269	4664	Pool Maintenance 11/25	\$ 2,971.96
Charles Aquatics, Inc.	800270	54436	Aquatic Maintenance 11/25	\$ 3,853.00
Cintas Corporation	800271	4247978136	Janitorial Supplies 10/25	\$ 187.21
Colden Company, Inc.	800272	20358	Service Call 10/25	\$ 2,151.29
Custom Canopies International	800273	103125-324	Fabric Replacement 10/25	\$ 3,530.00
CX3, Inc. dba Sundancer Sign Graphics	800274	15533	Maintenance & Repairs 09/25	\$ 245.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
FirstService Residential Florida, Inc.	800275	11098883	Amenity Staff 10/25	\$ 29,742.47
FirstService Residential Florida, Inc.	800275	11100784	Amenity Staff 10/25	\$ 4,728.00
Florida Depart of Revenue	20251218-1	6580170627259-112425	Sales & Use Tax 10/25	\$ 1,064.76
Florida Power & Light Company	20251118-7	110425-0140560525 ACH	Electric Services 10/25	\$ 267.21
Florida Power & Light Company	20251118-10	110425-1302564545 ACH	Electric Services 10/25	\$ 28.61
Florida Power & Light Company	20251118-4	110425-2843919206 ACH	Electric Services 10/25	\$ 45.74
Florida Power & Light Company	20251118-6	110425-3100454549 ACH	Electric Services 10/25	\$ 32.61
Florida Power & Light Company	20251118-5	110425-3510465036 ACH	Electric Services 10/25	\$ 63.07
Florida Power & Light Company	20251118-9	110425-4247480520 ACH	Electric Services 10/25	\$ 2,676.41
Florida Power & Light Company	20251118-8	110425-4404180145 ACH	Electric Services 10/25	\$ 32.82

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	20251118-11	110425-4570521288 ACH	Electric Services 10/25	\$ 26.02
Florida Power & Light Company	20251118-13	110425-4801169204 ACH	Electric Services 10/25	\$ 69.78
Florida Power & Light Company	20251118-3	110425-5771574547 ACH	Electric Services 10/25	\$ 44.87
Florida Power & Light Company	20251118-15	110425-6990141225 ACH	Electric Services 10/25	\$ 74.46
Florida Power & Light Company	20251118-12	110425-7590584277 ACH	Electric Services 10/25	\$ 33.39
Florida Power & Light Company	20251118-17	110425-7815870527 ACH	Electric Services 10/25	\$ 1,115.90
Florida Power & Light Company	20251118-16	110425-8046829209 ACH	Electric Services 10/25	\$ 64.58
Florida Power & Light Company	20251118-14	110425-9949170527 ACH	Electric Services 10/25	\$ 499.71
Florida Power & Light Company	20251118-18	110625-0466019411 ACH	Electric Services 10/25	\$ 68.27
Florida Power & Light Company	20251118-20	110625-0608109518 ACH	Electric Services 10/25	\$ 28.86

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Power & Light Company	20251118-19	110625-4957183074 ACH	Electric Services 10/25	\$ 25.66
Florida Power & Light Company	20251118-21	110625-9223652372 ACH	Electric Services 10/25	\$ 47.66
Florida Power & Light Company	20251217-01	Monthly Summary B 09/25 ACH 324	Electric Services 09/25	\$ 179.00
Gannett Florida LocaliQ	800276	0007405120	Legal Advertising 10/25	\$ 222.96
Greenlee Law, PLLC	800277	2113	Legal Services - Litigation 08/22/25- 11/05/25	\$ 2,638.10
HD Supply Facilities Maintenance, Ltd	800278	0882138829	Maintenance & Repairs 10/25	\$ 91.92
HD Supply Facilities Maintenance, Ltd	800278	0882138831	Maintenance & Repairs 10/25	\$ 128.00
HD Supply Facilities Maintenance, Ltd	800278	0882141476	Maintenance & Repairs 10/25	\$ 119.90
HD Supply Facilities Maintenance, Ltd	800278	0882145492	Maintenance & Repairs 10/25	\$ 115.90
HD Supply Facilities Maintenance, Ltd	800278	0882154950	Maintenance & Repairs 10/25	\$ 155.86



# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Heather Marie Loffredo	800261	HL102925-324	Board of Supervisors Meeting 10/29/25	\$ 200.00
Heather Marie Loffredo	800261	HL110525-324	Board of Supervisors Meeting - Workshop 11/05/25	\$ 200.00
Heather Marie Loffredo	800261	HLOffredo111925-324	Board of Supervisors Meeting 11/19/25	\$ 200.00
Hi-Tech System Associates	800279	433117	Security Monitoring & Maintenance 11/25	\$ 249.00
Hi-Tech System Associates	800279	433118	Security Monitoring & Maintenance 11/25	\$ 249.99
Hi-Tech System Associates	800279	78154	Maintenance & Repairs 10/25	\$ 95.00
Hi-Tech System Associates	800279	78308	Maintenance & Repairs 10/25	\$ 684.95
Hi-Tech System Associates	800279	78309	Maintenance & Repairs 10/25	\$ 47.50
IPFS Corporation	800280	111025-GAAD81715 #2	Liability Insurance 11/25	\$ 8,691.95
James J. Breslin, III	800262	JB102925-324	Board of Supervisors Meeting 10/29/25	\$ 200.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
James J. Breslin, III	800262	JB110525-324	Board of Supervisors Meeting - Workshop 11/05/25	\$ 200.00
James J. Breslin, III	800262	JBreslin111925-324	Board of Supervisors Meeting 11/19/25	\$ 200.00
JEA	20251110-1	9634626977 09/25 ACH	Water-Sewer Services 09/25	\$ 38,465.58
Noreast Capital Corporation	800281	631112	Fitness Equipment Lease 11/25	\$ 3,128.97
Prestige Landscapes of North Florida, Inc.	800282	12526	Landscape Replacement 05/25	\$ 18,087.31
Prestige Landscapes of North Florida, Inc.	800282	12625	Irrigation Repair 10/25	\$ 2,207.43
Prestige Landscapes of North Florida, Inc.	800282	12634	Irrigation Repair 10/25	\$ 688.48
Prestige Landscapes of North Florida, Inc.	800282	12636	Irrigation Repair 10/25	\$ 486.84
Prestige Landscapes of North Florida, Inc.	800282	12648	PH3 Landscape Maintenance 11/25	\$ 23,244.23
Prestige Landscapes of North Florida, Inc.	800282	12651	PH1 Landscape Maintenance 11/25	\$ 24,818.70

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Republic Services	20251106-1	0687-001572461 ACH	Account# 3-0687-0008700 Waste Disposal Services 11/25	\$ 1,280.88
Richard Clinton Wright	800263	CW102925-324	Board of Supervisors Meeting 10/29/25	\$ 200.00
Richard Clinton Wright	800263	CW110525-324	Board of Supervisors Meeting - Workshop 11/05/25	\$ 200.00
Richard Clinton Wright	800263	CWright111925-324	Board of Supervisors Meeting 11/19/25	\$ 200.00
Ronnie Murphy	800264	RM102925-324	Board of Supervisors Meeting 10/29/25	\$ 200.00
Ronnie Murphy	800264	RM110525-324	Board of Supervisors Meeting - Workshop 11/05/25	\$ 200.00
Ronnie Murphy	800264	RMurphy111925-324	Board of Supervisors Meeting 11/19/25	\$ 200.00
Ruppert Landscape, LLC	800283	772986	Maintenance & Repairs 10/25	\$ 5,627.00
Ruppert Landscape, LLC	800283	772987	Maintenance & Repairs 10/25	\$ 6,753.00
Ruppert Landscape, LLC	800283	772993	Sod Installation 10/25	\$ 2,023.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Shaw's Services, LLC	800284	32656	Miscellaneous Expense 10/25	\$ 1,100.00
St. Johns County Tax Collector	800285	111725-324	Property Tax Postage 11/25	\$ 579.34
The Sherwin-Williams Co., Inc.	800286	093025-228383121	Maintenance & Repairs 09/25	\$ 155.33
UES Professional Solutions, LLC	800287	0142510415	Stormwater Maintenance 08/25	\$ 5,500.00
Valley National Bank	20251218-2	CC103125-324	Credit Card Expenses 10/25	\$ 11,490.43
VGlobal Tech	800288	7864	Website Compliance & Management 11/25	\$ 175.00
Vincent J Sajkowski	800265	VS102925-324	Board of Supervisors Meeting 10/29/25	\$ 200.00
Vincent J Sajkowski	800265	VS110525-324	Board of Supervisors Meeting - Workshop 11/05/25	\$ 200.00
Vincent J Sajkowski	800265	VSajkowski111925-324	Board of Supervisors Meeting 11/19/25	\$ 200.00
W.B. Mason Co., Inc.	800289	257696500	Operating Supplies 10/25	\$ 37.28

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
W.B. Mason Co., Inc.	800289	257740688	Office Supplies 10/25	\$ 596.25
W.B. Mason Co., Inc.	800289	257913112	Janitorial Supplies 10/25	\$ 24.31
Wayne Automatic Fire Sprinklers, Inc.	800290	1265151	Maintenance & Repairs 10/25	\$ 100.00
Yuro & Associates, LLC	800291	3913	Engineering Services 09/25	\$ 5,775.00
Yuro & Associates, LLC	800291	3914	Engineering Services 10/25	<u>\$ 5,060.00</u>
<b>Report Total</b>				<u><b>\$ 231,712.14</b></u>



## **Tab 16**

**LICENSE AGREEMENT REGARDING THE USE OF TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT PROPERTY**

**THIS LICENSE AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of January 2026, by and between:

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, with a mailing address of c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**Licensor**”); and

**SW JAX SFR OWNER, LLC**, a Delaware limited liability company, authorized to transact business in Florida and doing business as **360 COMMUNITIES AT SHEARWATER**, with a mailing address of 10100 Santa Monica Blvd, Suite 1000, Los Angeles, CA 90067 (the “**Licensee**”, and together with the Licensor, the “**Parties**” and individually, a “**Party**”).

**RECITALS**

**WHEREAS**, the Licensor is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Licensor owns, operates, and maintains various parcels of real property within the boundaries of the Licensor, including the parcel depicted in **Exhibit A** attached hereto and incorporated herein (the “**License Property**”); and

**WHEREAS**, the Licensee desires to install and maintain two (2) dog waste stations (“**Stations**”) on the License Property; and

**WHEREAS**, the Licensor is willing to grant a non-exclusive, revocable license to authorize the Licensee’s installation of the Stations, provided that such use does not impede the Licensor’s operation of the License Property as a public improvement, such use is in compliance with this Agreement, and the Licensee complies with the provisions set forth herein; and

**WHEREAS**, the Licensor and the Licensee warrant and agree that they have all rights, power, and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Licensor and the Licensee agree as follows:

**1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

**2. GRANT OF LICENSE AND CONDITIONS ON THE LICENSE.** The Licensor hereby grants to the Licensee a limited, non-exclusive license over, across, and around the License

Property for the sole purpose of installing, maintaining, repairing and replacing the Stations (“**License**”). The License includes rights of ingress and egress, as may be reasonably necessary for the Licensee and its staff, employees, and contractors to access the License Property to facilitate such services. In consideration of said use of the License Property, the Licensee agrees to the following conditions:

- a. The Licensee’s use of the License Property shall be for the sole purpose of installation and maintenance of the Stations and reasonable ingress and egress thereto.
- b. The Licensee shall be solely responsible for the installation of the Stations and any maintenance, restocking, servicing, cleaning, damage, removal, or other incidentals associated with the installation, maintenance, and removal of the Stations at the Licensee’s sole expense. Licensee shall empty the Stations no less than once per week. The Licensee shall be responsible for returning the License Property to its original condition, or such condition otherwise approved by the Licensor, upon the removal of the Stations. The provisions of this Paragraph 2(b) shall survive termination of this Agreement.
- c. Any work performed by or on behalf of the Licensee pursuant to this License shall be performed in accordance with all applicable governmental standards and regulations and performed in a good and workmanlike manner. The Licensee shall ensure that any Licensor property is kept free of liens and shall immediately discharge any liens that are placed on Licensor property. The grant of this License is conditioned on the Licensee’s compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals (“**Laws**”). It is the Licensee’s responsibility to know, understand and follow such Laws.
- d. The number of Stations shall be limited to two (2). Any alteration(s) to or deviation(s) from this quantity is prohibited without the prior written approval of such alteration(s) or deviation(s) by motion of the Licensor’s Board of Supervisors. The Licensee must obtain the Licensor’s written approval before making any other changes, modifications, or installations on the License Property.
- e. The Licensor’s designees for purposes of this Agreement shall be its District Manager. The Licensor reserves all rights and privileges in and to the Licensor’s property, including the License Property. The Licensor or its duly authorized agents have the right at any and all times to enter and inspect the License Property for compliance with the provisions of this Agreement. This License for the License Property is granted to the Licensee in its “as is” condition and without any warranty or representation, express or implied. No other use of, or access to, the Licensor’s property is permitted without prior written consent of the Licensor through its designee.

- f. The Licensee shall, at the Licensee's expense, perform all necessary maintenance of the Stations in compliance with all applicable laws, rules, codes, ordinances and covenants. All installation, repairs, maintenance, restocking, and alterations of the Stations shall be done at the Licensee's sole expense and the Licensor is not responsible to pay for any cost associated with the Stations. In the event Licensor's contractor(s) cause damage to the Stations in the performance of its duties and upon reasonable request by the Licensee, the Licensor agrees to provide the Licensee with contact information for the identified contractor(s) that is in the Licensor's possession at the time of request.
- g. The Licensee shall use all due care to protect the License Property and adjoining property from damage resulting from the Licensee's use of the License Property. In the event the Licensee or its employees, agents, assignees, contractors (or their subcontractors, employees, or materialmen), or representatives cause damage to the License Property or to adjacent property or improvements in the exercise of the License granted herein, the Licensee, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade. The provisions of this Paragraph 2(g) shall survive termination of this Agreement.
- h. The Licensee remains responsible for the safety and security of all persons operating under this grant of the License.

**3. REVOCATION, SUSPENSION AND TERMINATION.** The Licensor and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended, terminated, or revoked immediately upon written notice, with or without cause, by either Party. In the event this License is revoked or terminated pursuant to its terms, the Licensee must expeditiously restore the Licensor property to its same or better condition. The Licensee shall not be entitled to any compensation, offsets, incidental costs, or any other payment under this Agreement, and specifically, the Licensee shall not be entitled to any payment of damages whatsoever for termination, suspension, or revocation of the License by the Licensor, as this grant of the License is a mere privilege and not a right.

**4. INSURANCE AND INDEMNITY.**

- a. The Licensee shall acquire and maintain, and shall require any vendors or subcontractors operating on the License Property to acquire and maintain, insurance during the term of this Agreement with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury	\$1,000,000/\$2,000,000
(including Contractual)	
Property Damage	\$1,000,000/\$2,000,000

(including Contractual)

- b. The Licensee hereby agrees to defend, indemnify and hold the Licensor harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (all costs including, without limitation, expert witness fees, paralegal fees, and reasonable attorneys' fees for the Licensor's legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage resulting in any manner whatsoever from use of the License by the Licensee, its staff, agents, participants, guests, or invitees.
- c. Nothing in this Agreement shall be deemed as a waiver of the Licensor's sovereign immunity or the Licensor's limits of liability as set forth in section 768.28, *Florida Statutes*, or other law, and 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 such limitations of liability or by operation of law.

**5. DEFAULT; ENFORCEMENT OF AGREEMENT.** In the event the Licensee shall fail to perform any covenant, term, or provision of this Agreement, then the Licensor shall have the right to immediately terminate this Agreement, and the Licensee shall remove the Stations from Licensor property. In the event either Party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover from the other Party all fees and costs incurred, including reasonable attorneys' fees and costs. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any dispute arising hereunder shall be in a court of jurisdiction in St. Johns County, Florida.

**6. MISCELLANEOUS.**

- a. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.
- b. **Assignment.** Neither the Licensor nor the Licensee may assign its rights, duties, or obligations under this Agreement without the prior written approval of the other Party. Any purported assignment without said written authorization shall be void.
- c. **Notices.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties at the addresses listed herein. Beginning on February 27, 2026, the District's address for purposes of Notice shall be changed to the following: District Manager, DPFG Management & Consulting, LLC d/b/a Vesta District Services, 250



International Parkway, Suite 208, Lake Mary, FL 32746. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Licensor and counsel for the Licensee may deliver Notice on behalf of the Licensor and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

- d. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- e. **Public Records.** The Licensee understands and agrees that all documents of any kind provided to the Licensor in connection with this Agreement may be public records, and, accordingly, the Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, section 119.0701, *Florida Statutes*.
- f. **Arm's Length Negotiation.** This Agreement has been negotiated fully among the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.
- g. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of each Party, each Party has complied with all the requirements of law and each party has full power and authority to comply with the terms and conditions of this Agreement.
- h. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any provision.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.
- j. **Anti-Human Trafficking Requirements.** The Licensee 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*. The Licensee agrees to

execute the affidavit, in a form acceptable to the Licensor, in compliance with section 787.06(13), *Florida Statutes*.

**IN WITNESS WHEREOF**, the Parties caused this Agreement to be executed, effective as of the day and year first written above.

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**SW JAX SFR OWNER, LLC D/B/A  
360 COMMUNITIES AT SHEARWATER**

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

**Exhibit A:**    License Property

## Exhibit A

### License Property

The License Property includes the property owned and maintained by the Trout Creek Community Development District (“**District**”) depicted below as “Park,” along with any District-owned property that is necessary for ingress and egress to and from the Stations.



## **Tab 17**

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

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## Check Request

**Amount**            \$1,559.00

**Date**                12/17/2025

**Vendor**            La Rosa Realty North Florida

**Payable to**        La Rosa Realty North Florida  
                             145 Goodhope Ct.  
                             St. Augustine, FL 32092

**Description**      Reimbursement for food catering

**Delivery Instruction**   Please send check to 145 Goodhope Ct.  
St. Augustine, FL 32092



## **Tab 18**

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

---

December 1, 2025

Caroline Cowart  
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
10161 Centurion Parkway  
Jacksonville, FL 32256

RE: Acquisition and Construction Account, Series 2025  
Requisitions for Payment

Dear Caroline:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:**  
**A. HIGHWATER SITE SOLUTIONS, LLC VIA UPS**  
**B. KOMPAN VIA UPS**

REQUISITION NO.	PAYEE	AMOUNT
6	Highwater Site Solutions, LLC	\$17,810.00
7	Kompan, Inc.	\$23,496.35

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,  
TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins  
Regional District Manager

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**FORM OF REQUISITION FOR SERIES 2025 PROJECT**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as trustee (the "Trustee"), dated as of February 1, 2015 (the "Master Indenture"), as supplemented by the Fifth Supplemental Trust Indenture between the District and the Trustee, dated as of May 1, 2025 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**October 30, 2025**

(A) Requisition Number: **CR 06**

(B) Name of Payee: **Highwater Site Solutions, LLC**  
**5354 County Road 209**  
**Green Cove Springs, FL 32043**

(C) Amount Payable: **\$17,810.00**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): **Invoice(s) #1094 Retainage Balance for Roadway Underdrain Services Project**

(E) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2025 Acquisition and Construction Fund**

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2025 Project and each represents a Cost of the Series 2025 Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2025 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim

affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

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

If this requisition is for a disbursement from other than the Series 2025 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2025 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2025 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

\_\_\_\_\_  
Consulting Engineer

INVOICE

Highwater Site Solutions LLC  
5354 County Road 209  
Green Cove Springs, FL 32043

grant@highwatersitesolutions.com  
+1 (904) 412-7257



Bill to  
Trout Creek CDD

Ship to  
Trout Creek CDD

Invoice details  
Invoice no.: 1094  
Terms: Due on receipt  
Invoice date: 08/21/2025  
Due date: 08/21/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	Retainage Balance	1	\$17,810.00	\$17,810.00

Total \$17,810.00

Ways to pay



View and pay



**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**FORM OF REQUISITION FOR SERIES 2025 PROJECT**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as trustee (the "Trustee"), dated as of February 1, 2015 (the "Master Indenture"), as supplemented by the Fifth Supplemental Trust Indenture between the District and the Trustee, dated as of May 1, 2025 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**October 30, 2025**

(A) Requisition Number: **CR 07**

(B) Name of Payee: **Kompan, Inc.**  
**605 W. Howard Lane, Suite #101**  
**Austin, TX 78753**

(C) Amount Payable: **\$23,496.35**

(D) Purpose for which paid or incurred (refer also to specific contract amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): **Invoice(s) #INV133924 – Invoice for Project #US328473 – Shearwater Park Addition**

(E) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2025 Acquisition and Construction Fund**

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2025 Project and each represents a Cost of the Series 2025 Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2025 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim

affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

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

If this requisition is for a disbursement from other than the Series 2025 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2025 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2025 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

\_\_\_\_\_  
Consulting Engineer



## Sales - Invoice

Trout Creek CDD  
Jessica Knutelsky  
322 Paseo Reyes Drive  
Saint Augustine, FL 32095

Invoice No. INV133924  
Customer No. C025220  
Document Date 10/08/2025  
Due Date 11/07/2025

Customer Ref. Contract

Sales Representative Stacy Moseley  
Email StaMos@Kompan.com  
Phone No. 904-716-7605 / 800-426-9788  
Install & Service Chris Wishnok  
Email ChrWis@Kompan.com

Project Name US328473 Shearwater Park Addition

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<b><u>Equipment</u></b>					
<a href="#">PCE111131-0903</a>	Logan - Nature In-ground 90cm Total CO <sub>2</sub> Emission 4,200.4 LB (4,200.4 LB/Pieces)	1 Pieces	30,700.00	10.00	27,630.00
FREIGHT	Freight	1 Pieces	2,455.50		2,455.50
INSTALL SPECIAL	Installation of Kompan Equipment Includes Pushing Back and Restoring of EWF	1 Pieces	16,351.67	5.00	15,534.09
<b><u>Surfacing</u></b>					
US-BLOWN IN - TOP OFF	Blown in EWF Top off	14 Cubic Yard	98.08		1,373.12
Please read attached General Assumptions and Exclusion document for information on Install/Sitework.					
Excludes sitework, products, & services not listed.					
Assumes site to be accessible & install ready.					
Please allow 11 to 13 weeks for product delivery upon order placement.					
Equipment is as per Shearwater Play Site Plan version K1.0 - dated 04/28/25					
PREPAYMENT	Prepayment	-1			-23,496.36
<b>Total USD</b>					<b>23,496.35</b>

**Payment Terms** 50% Prepayment , 50% Net 30 days  
**Shipment Method** Cost, Insurance, and Freight  
**Ship via** Ocean to TX



**Product Ship-to Address**

Shearwater Play Area  
Johnnie Verdell  
100 Kayak Way  
Saint Augustine, FL 32092  
Ship-to Contact Phone 904-806-4832

Ship-to Contact E-mail cddinvoice@rizzetta.com

**Bill-to Address**

Trout Creek CDD  
Jessica Knutelsky  
322 Paseo Reyes Drive  
Saint Augustine, FL 32095

Invoice Dispatch E-Mail  
Invoice E-Mail cddinvoice@rizzetta.com;

**Installation Site Address**

Shearwater Play Area  
100 Kayak Way  
Saint Augustine, FL 32092

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

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

---

December 10, 2025

Caroline Cowart  
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
10161 Centurion Parkway  
Jacksonville, FL 32256

RE: Acquisition and Construction Account, Series 2025  
Requisitions for Payment

Dear Caroline:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:**

- A. Sunshine State Solutions of North FL VIA UPS**
- B. Southern Breeze Outdoor Furnishings VIA UPS**

REQUISITION NO.	PAYEE	AMOUNT
8	Sunshine State Solutions of North FL	\$8,803.20
9	Southern Breeze Outdoor Furnishings	\$5,590.00

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,  
TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins  
Regional District Manager



**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**FORM OF REQUISITION FOR SERIES 2025 PROJECT**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as trustee (the "Trustee"), dated as of February 1, 2015 (the "Master Indenture"), as supplemented by the Fifth Supplemental Trust Indenture between the District and the Trustee, dated as of May 1, 2025 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**December 9, 2025**

(A) Requisition Number: **CR 08**

(B) Name of Payee: **Sunshine State Solutions of North FL  
5823 Pine Ave  
Fleming Island, FL 32003**

(C) Amount Payable: **\$8,803.20**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): **Invoice(s) #59 – Deposit Invoice for Project: Wooden Pergola**

(E) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2025 Acquisition and Construction Fund**

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2025 Project and each represents a Cost of the Series 2025 Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2025 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim

affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

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

If this requisition is for a disbursement from other than the Series 2025 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2025 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2025 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

\_\_\_\_\_  
Consulting Engineer



Sunshine State Solutions of North FL

Trout Creek CDD  
3434 Colwell Ave  
Tampa, FL 33614

✉ jessica.knutelsky@fsresidential.com

INVOICE	#59
PAYMENT TERMS	On date
DUE DATE	Oct 30, 2025
DEPOSIT DUE	<b>\$8,803.20</b>

SERVICE ADDRESS

100 Kayak Wy  
St. Augustine, FL 32092

CONTACT US

5823 Pine Ave  
FL

☎ (904) 401-5517  
✉ rdm.fl.904@gmail.com

INVOICE

Services	qty	unit price	amount
Wooden Pergola	1.0	\$44,016.00	\$44,016.00
This proposal included labor, material and equipment to provide the following scopes of work per Ervin, Lovett & Miller INC. Dated 11/21/14.			
-provide and construct one 25ft x 32ft wood pergola. All hardware and materials will be per plans.			
An alternate bid will be provided at a later date for just the cedar roof.			
We will confine our work to as small an area as possible, however, we cannot be responsible for damages to grass, irrigation, landscaping, concrete, septic systems, etc. However, we will do our best to avoid any such damages.			

Subtotal	\$44,016.00
<b>Job Total</b>	<b>\$44,016.00</b>
<b>Deposit Due</b>	<b>\$8,803.20</b>

RECEIVED  
10-31-2025

We thank you for your trust in us!

See our [Terms & Conditions](#)

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**FORM OF REQUISITION FOR SERIES 2025 PROJECT**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as trustee (the "Trustee"), dated as of February 1, 2015 (the "Master Indenture"), as supplemented by the Fifth Supplemental Trust Indenture between the District and the Trustee, dated as of May 1, 2025 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**December 9, 2025**

(A) Requisition Number: **CR 09**

(B) Name of Payee: **Southern Breeze Outdoor Furnishings  
1128 Carmona Place  
St. Augustine, FL 32092**

(C) Amount Payable: **\$5,590.00**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state costs of issuance, if applicable): **Invoice(s) #28921 – Deposit Invoice for Project: Outpost Furniture**

(E) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2025 Acquisition and Construction Fund**

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2025 Project and each represents a Cost of the Series 2025 Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2025 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim

affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

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

If this requisition is for a disbursement from other than the Series 2025 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2025 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2025 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

\_\_\_\_\_  
Consulting Engineer





Invoice No: 28921

Date: 10/30/25

Terms: Due at Time of Order

1128 Carmona Place, St. Augustine, FL 32092

Telephone: (904) 315-3933; (904) 315-3944

**PROJECT:**

Outpost Furniture

**BILLING ADDRESS:**

Trout Creek CDD

3434 Colwell Ave., #200, Tampa, FL 33614

**SHIPPING ADDRESS:**

Shearwater Clubhouse

100 Kayak Way, St. Augustine, FL 32092

**PAYMENT TERMS: 50% DEPOSIT DUE AT TIME OF ORDER; 50% BALANCE DUE 2 WEEKS PRIOR TO SHIPPING**

DESCRIPTION	STYLE	SIZE	FABRIC / FRAME	UNIT \$	QTY.	TOTAL \$
42" x 72" Bar Height, Rectangular Table, No Umbrella Hole, 2.5" x 2.5" Legs	Alum/Faux Teak	42"x72"	Cedar / Speckled Oak	\$1,421.00	3	\$4,263.00
Discount				(\$177.00)	3	-\$531.00
Bar Stools with Arms	Alum/Faux Teak	Std.	Cedar / Speckled Oak	\$441.00	18	\$7,938.00
Discount				(\$55.00)	18	-\$990.00

**PLEASE REMIT PAYMENT TO:**

Southern Breeze Outdoor Furnishings, LLC

1128 Carmona Place St. Augustine, FL 32092

Attn: Laura Smith

Product Total	\$10,680.00
Freight	\$500.00
Tax Exempt	\$0.00
TOTAL	\$11,180.00
50% Deposit Due	\$5,590.00
Amount Paid	
Balance Due	

**PAYMENTS BY CREDIT CARD WILL BE CHARGED A 3% PROCESSING FEE**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

## MEMORANDUM

TO: Mike Yuro, **Yuro & Associates**  
Clint Wright, **Chairperson**

FROM: Tiffany Judd/Venessa Smith  
**Trout Creek Community Development District**

DATE: January 19, 2026

RE: Series 2018 Construction Requisition(s) #CR 52

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Enclosed is/are construction requisition(s) for the above referenced district. Please review the requisition(s) and, upon your approval, sign the designated area(s) and forward the requisition(s) to Clint Wright.

Clint, upon your review and approval, please sign the designated area(s) and forward the requisition(s) back to the District Office at the below e-mail address for final processing.

[tjudd@rizzetta.com](mailto:tjudd@rizzetta.com)

If you have any questions, please do not hesitate to call me at (813) 533-2950.

**Freehold Communities**

**\$414,178.34**

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**January 19, 2026**

- (A) Requisition Number: **52**
- (B) Name of Payee: **Freehold Communities**  
**322 Paseo Reyes Drive**  
**St. Augustine, FL 32095**
- (C) Amount Payable: **\$414,178.34**
- (D) **Reimbursement for CUS 166-171 & CUS 177-180**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **Series 2018 Construction Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

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

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

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: \_\_\_\_\_  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: \_\_\_\_\_  
DISTRICT ENGINEER

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.crosscreeknorthcdd.org](http://www.crosscreeknorthcdd.org)

September 8, 2021

**RIZZETTA & COMPANY, INC.**  
Trout Creek, Custody Account  
Attn: Bill James  
2806 N. Fifth Street, Unit 403  
St. Augustine, FL 32084

RE: Custody Account, Series 2018  
Requisitions for Payment

Dear Bill:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:**

**A) All checks should be sent via UPS**

REQUISITION NO.	PAYEE	AMOUNT
CUS 166	Forever Lawn	\$6,151.00
CUS 167	Hardscape Construction	\$14,000.00
CUS 168	PBM Constructors	\$109,484.00
CUS 169	Prosser Inc.	\$13,617.23
CUS 170	Sun State Nursery & Landscaping	\$5,137.05
CUS 171	Vallencourt Construction	\$232,010.57

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,

TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins  
District Manager

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

August 20, 2021

Freehold Communities  
Attention: Mike McCollum  
322 Paseo Reyes Drive  
St. Augustine, FL 32095

**RE: Trout Creek CDD**

Dear Mike:

The Custody Construction Account for Trout Creek Community Development District (the "District") requires funding.

Please remit payment in the amount of **\$380,399.85 payable to Trout Creek Community Development District**, to fund payment of the following construction requisitions:

REQUISITION #	PAYEE	AMOUNT
CUS 166	Forever Lawn	\$6,151.00
CUS 167	Hardscape Construction	\$14,000.00
CUS 168	PBM Constructors	\$109,484.00
CUS 169	Prosser	\$13,617.23
CUS 170	Sunstate Nursery & Landscaping	\$5,137.05
CUS 171	Vallencourt Construction	\$232,010.57
	<b>TOTAL REQUESTED FUNDING</b>	<b>\$380,399.85</b>

**Checks Sent via First Class Mail** to the following:

Trout Creek CDD  
9428 Camden Field Parkway  
Riverview, FL 33578

**Or Wire payment to:**

SunTrust Bank, Atlanta  
ABA #061000104

For Further Credit to: Trout Creek Custody Construction Account # 1000191287373

If you have any questions or require additional information, please do not hesitate to call me at (904) 429-0057. Thank you.

Sincerely,

Bill James  
Staff Accountant



# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.crosscreeknorthcdd.org](http://www.crosscreeknorthcdd.org)

December 22, 2021

**RIZZETTA & COMPANY, INC.**  
Trout Creek, Custody Account  
Attn: Bill James  
2806 N. Fifth Street, Unit 403  
St. Augustine, FL 32084

RE: Custody Account, Series 2018  
Requisitions for Payment

Dear Bill:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:**

- A) On-Sight & Pizzazz checks should be sent via regular mail USPS**
- B) Prosser & Vallencourt Checks should be sent overnight via UPS.**

REQUISITION NO.	PAYEE	AMOUNT
CUS 177	On-Sight	\$3,492.50
CUS 178	Pizzazz Scenic	\$3,924.60
CUS 179	Prosser Inc.	\$14,882.51
CUS 180	Vallencourt Construction	\$22,234.02

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,

TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT

Carol Brown  
District Manager

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

September 30, 2021

Freehold Communities  
Attention: Mike McCollum  
322 Paseo Reyes Drive  
St. Augustine, FL 32095

**RE: Trout Creek CDD**

Dear Mike:

The Custody Construction Account for Trout Creek Community Development District (the "District") requires funding.

Please remit payment in the amount of **\$36,800.21 payable to Trout Creek Community Development District**, to fund payment of the following construction requisitions:

REQUISITION #	PAYEE	AMOUNT
CUS 177	Insight Industries	\$3,492.50
CUS 178	Pizzazz Scenic	\$3,924.60
CUS 179	Prosser Inc	\$14,882.51
CUS 180	Vallencourt Construction	\$22,234.02
	Remaining funds in Custody	(7,733.42)
	<b>TOTAL REQUESTED FUNDING</b>	<b>\$36,800.21</b>

**Checks Sent via First Class Mail** to the following:

Trout Creek CDD  
9428 Camden Field Parkway  
Riverview, FL 33578

**Or Wire payment to:**

SunTrust Bank, Atlanta  
ABA #061000104

For Further Credit to: Trout Creek Custody Construction Account # 1000191287373

If you have any questions or require additional information, please do not hesitate to call me at (904) 429-0057. Thank you.

Sincerely,

Bill James  
Staff Accountant