



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors'
Meeting
February 26, 2026**

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

www.troutcreekcdd.org

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

www.troutcreekcdd.org

Board of Supervisors	Clint Wright Heather Loffredo Jim Breslin Ronnie Murphy Vincent Sajkowski	Chairman Vice Chairperson Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Melissa Dobbins	Rizzetta & Company, Inc.
District Counsel	Chris Loy Jennifer Kilinski	Kilinski Van Wyk Kilinski Van Wyk
District Engineer	Mike Yuro	Yuro & Associates

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

**Board of Supervisors
Trout Creek Community
Development District**

February 19, 2026

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **February 26, 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 – *under separate cover*
 1. Outfall Structure
 2. Comcast/Xfinity Easement (Real Property)
 3. CDD Videos (Records & ADA Website Accessibility)
 4. Photos of Suspected Vandals/Trespassers
 5. Videography Services Agreement
 - B. District Engineer
 - C. Landscape Maintenance Service Reports Tab 1
 - D. Pond Aquatics Service Reports Tab 2
 1. Consideration of Fish Barrier Installation Proposal
 - E. General Manager Tab 3
 1. Request for Pool & Pool Deck Closure on March 28, 2026 from 8 a.m. to 12 p.m. for Event Preparation
 - F. District Manager Tab 4
 1. Variance Report Presented by Supervisor Murphy
- 5. BUSINESS ITEMS**
 - A. Consideration of Amenity Suspension
 - B. Consideration of Swim Team Agreement..... Tab 5
 - C. Consideration of Amenity Janitorial Service Proposals Tab 6
 - D. Consideration of Resolution 2026-04, Regarding the General Election Tab 7
 - E. Consideration of Resolution 2026-05, Setting Public Hearing on Overnight Parking and Towing Rules Tab 8
 - F. Consideration of Resolution 2026-06, Adopting License Agreement Policy Tab 9
- 6. BUSINESS ADMINISTRATION - CONSENT AGENDA**
 - A. Consideration of Minutes for the Board of Supervisors' Meeting held on January 22, 2026..... Tab 10
 - B. Consideration of Minutes for the Special Meeting held on February 6, 2026 Tab 11
 - C. Consideration of Minutes for the Workshop held on February 10, 2026 Tab 12

- D. Ratification of Operations & Maintenance Expenditures
for December 2025 Tab 13
 - E. Ratification of Requisitions CR 10 and 11, Series 2025 Tab 14
 - F. Ratification of Requisition CR 53, Series 2018..... Tab 15
 - 7. **BUSINESS ITEMS – PART B**
 - A. Discussion of District Security *
- *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.**
- 8. **SUPERVISOR REQUESTS**
 - 9. **ADJOURNMENT**

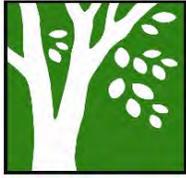
We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 904-436-6270.

Yours kindly,

Melissa Dobbins

District Manager

Tab 1



RUPPERT
LANDSCAPE

Trout Creek CDD: Monthly Report

January 2026

Fungus/Pest/Fertilizer:

- Herbicide applied to landscape beds
- Weeds hand pulled in landscape beds and plant material
- Pre emergent application applied in landscape beds.
- Turf treatment applied Target for this application was to apply a Micronutrient package to keep the grass healthy throughout the winter months. Post emergent herbicides were applied to prevent and eliminate winter annual weeds.

Maintenance:

- As needed mowing service throughout phase 2
- We have been really focusing on getting the ornamental grasses cut down for winter (Shearwater parkway) in preparation for pine straw
- 5000 bales of pine straw have been spread and another 5000 bales have been approved.
- All of the approved quotes will be completed in the coming month (Feb.) they include more muhly grasses at the dog park , Bahia sod to prevent erosion next to multi purpose path along shearwater parkway, and install of weed barrier and top dressing of rock in the community garden .
- We are noticing heavy frost damage to plant material , in march we will begin cut backs and see what plants need to be replaced and which ones comeback.

Upcoming month:

- Cutting of ornamental grasses.
- Completing pine straw .

Irrigation:

- All irrigation has proper run times and coverage
- Our irrigation techs. Have noticed errors/ alarms on the 2 clocks in the falls, as well as the jea clock on shearwater parkway . they will begin diagnosing this month and advising the problems they find.
- We have been working in house and with our turf vendor in correcting the soil on shearwater parkway. When the temperatures begin to rise consistently we should see propagation and improved turf quality.



Spray Report

Customer: Tree amigos

Property: Shearwater

Date: 1/8-1/16/26

Area treated +/- 25 acres

Total Gallons used: 3500

Product:

00-00-07 @ 3lbs per acre

(2% Mg 2% FE 12% Mn)

Speedzone @ 48oz per acre

Target for this application was to apply a Micronutrient package to keep the grass healthy throughout the winter months. Post emergent herbicides were applied to prevent and eliminate winter annual weeds. Expect to see results in 10-14 days. Application must be watered in within 24hrs.

off
code



Job Name: Shoerwater lift station
 Report Type: Inspection
 Controller Name: Hunter ACC 2
 Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A	8:30 AM	1 %	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model: Hunter ACC 2

Controller Status:	WORKING	NOT WORKING	
POC info:	Potable Water	Reclaim Water	Well Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL
			SUBMERSIBLE

Information:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, MP, Drip, or Bubbler	S	S	S	S	S	S	R	R	R	S	C	S	R	R	R	R
Run Time [Program: <u>A</u>]	15	15	15	15	15	15	10	15	5	15	15	15	15	30	30	15
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head-Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments: Zone 17 - 3 to Alarms.

Technician Name: _____ Signature _____
 Did you contact the Account Manager? YES / NO _____ What time? _____ Did you leave a VOICEMAIL / TEXT / EMAIL? YES / NO _____



RUPPERT LANDSCAPE

Job Name: _____
 Report Type: _____
 Controller Name: _____
 Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Spray, Rotor, MP, Drip, or Bubblers	C										12	12	5	5	2	2
Run Time [Program: A]	10	15	15	30	30	30	30	10	10	10	2	20	20			
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:



Job Name: _____
 Report Type: _____
 Controller Name: _____
 Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Spray, Rotor, MP, Drip, or Bubbler					AMP	R				S	S				R	R
Run Time [Program: A]	20	10	10	15	30	50	15	20	30	1hr	45	30	15	30	30	10
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head-Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:



Job Name: _____

Report Type: _____

Controller Name: _____

Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model: _____

Controller Status:

WORKING		NOT WORKING	
Potable Water	Reclaim Water	Well Water	Lake Water

POC Info: _____

Pump Status & Type:

PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE
-------------	------------	-------------	-------------

Information:

Zone Number	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
Spray, Rotor, MP, Drip, or Bubbler	R	S	S	S	R	S	S	S	R	R	S	S	S	S	R	S	S
Run Time [Program:]																	
Run Time [Program:]																	
Battery Pack/Doubler/Add-a-Zone																	
Zone Faults or Alarms																	

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																	
Maintenance Repairs																	
Clogged Nozzles																	
Head Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																	
Head Broken - 12" spray																	
Head Broken - 6" rotor																	
Head Broken - 12" rotor																	
Broken Riser																	
Upgrade 4" to 6" Pop Up																	
Upgrade 6" to 12" Pop Up																	
Nozzle - MPR																	
Nozzle - MP rotator																	
Severe Line Clog																	
Lateral Line Break																	
Relocation																	
Head Raised or Lowered-Turf																	
Head Raised or Lowered-Shrub																	
Damaged Valve Box																	
Valve - Inoperative/Sticking																	
Additional Labor/Troubleshoot																	
Other-See Comments																	

Additional Comments:

Technician Name: _____

Signature _____

Did you contact the Account Manager? YES / NO

What time? _____

Did you leave a VOICEMAIL / TEXT / EMAIL? YES / NO

OFF
old



RUPPERT LANDSCAPE

Job Name: Shearwater (Fall Dr)
Report Type: Inspection
Controller Name: Hunter ACC 2
Date: _____ Page #: _____ of _____

Program	Start Times:	Seasonal Adjust:	Run Days:
Program A	8:30pm	100 %	M A W O F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	YES	NO
Weather Sensor:	Working	Not Working

Controller Make & Model: Hunter ACC 2

Controller Status: WORKING NOT WORKING

POC Info: Potable Water Reclaim Water Well Water Lake Water

Pump Status & Type: PRESSURIZED PUMP START CENTRIFUGAL SUBMERSIBLE

Information:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, MP, Drip, or Bubbler	S	S	S	S	S	S	S	R	R	R	S					
Run Time [Program: A]	15	10	15	10	15	15	15	30	30	45	15	15	30	30	15	30
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head-Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments: Zones (13 - 24) have EMOS/Alarms.

Technician Name: [Signature] Signature: [Signature]
Did you contact the Account Manager? YES / NO _____ What time? _____ Did you leave a VOICEMAIL / TEXT / EMAIL? YES / NO _____



Job Name: _____
 Report Type: _____
 Controller Name: _____
 Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Spray, Rotor, MP, Drip, or Bubbler											R	R	S	S		
Run Time [Program: 1A]	10	45	25	45	15	15	30	25	70	40	45	30	15	15	1hr	1hr
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head-Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:

Technician Name: _____ Signature _____
 Did you contact the Account Manager? YES / NO _____ What time? _____ Did you leave a VOICEMAIL / TEXT / EMAIL? YES / NO _____



Job Name: _____

Report Type: _____

Controller Name: _____

Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:	_____			
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Spray, Rotor, MP, Drip, or Bubbler	S	S	S	S	10	/	/	R	S	S	S	S	S	S	S	S
Run Time [Program: A]	10	15	30	30	10	/	/	30	30	10	30	30	15	15	15	15
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head-Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:



Job Name: _____
 Report Type: _____
 Controller Name: _____
 Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Information:

Zone Number	44	50	51	52	53	54	55	56	57	58	59	60	61	62	63	67
Spray, Rotor, MP, Drip, or Bubbler	15	15	15	15	15	30	15	15	30	15	20	20	10	30	10	20
Run Time [Program: A]	5	5	5	5	8	2	5	5	5	5	5	5	5	2	5	5
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned																
Maintenance Repairs																
Clogged Nozzles																
Head-Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:



Job Name: _____

Report Type: _____

Controller Name: _____

Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model: _____

Controller Status:

POC Info:

Pump Status & Type:

	WORKING		NOT WORKING	
Potable Water	Reclaim Water	Well Water	Lake Water	
PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE	

Information:

Zone Number	65	68	67	62	6A	7C	72								
Spray, Rotor, MP, Drip, or Bubblers	S	S	S	R	S	S	S								
Run Time [Program: A]	30	15	10	30	20	30	30								
Run Time [Program: J]															
Battery Pack/Doubler/Add-a-Zone															
Zone Faults or Alarms															

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned															
Maintenance Repairs															
Clogged Nozzles															
Head Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray															
Head Broken - 12" spray															
Head Broken - 6" rotor															
Head Broken - 12" rotor															
Broken Riser															
Upgrade 4" to 6" Pop Up															
Upgrade 6" to 12" Pop Up															
Nozzle - MPR															
Nozzle - MP rotator															
Severe Line Clog															
Lateral Line Break															
Relocation															
Head Raised or Lowered-Turf															
Head Raised or Lowered-Shrub															
Damaged Valve Box															
Valve - Inoperative/Sticking															
Additional Labor/Troubleshoot															
Other-See Comments															

Additional Comments: _____



Job Name: Kayak outpost
 Report Type: Inspection
 Controller Name: Hunter pro C
 Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A	7:15pm	%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:	<u>Hunter pro C</u>		
Controller Status:	WORKING	NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water / Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL / SUBMERSIBLE

Information:

Zone Number	1	2	3	4	5	6	7	8	9	10				
Spray, Rotor, MP, Drip, or Bubbler	S	R	S	R	R	S	S	R	R					
Run Time [Program: <u>A</u>]	30	30	30	45	45	30	30	30	45	45				
Run Time [Program:]														
Battery Pack/Doubler/Add-a-Zone														
Zone Faults or Alarms														

Contract/Maintenance [No Charge]:

Checked Filters/Cleaned														
Maintenance Repairs														
Clogged Nozzles														
Head-Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray														
Head Broken - 12" spray														
Head Broken - 6" rotor														
Head Broken - 12" rotor														
Broken Riser														
Upgrade 4" to 6" Pop Up														
Upgrade 6" to 12" Pop Up														
Nozzle - MPR														
Nozzle - MP rotator														
Severe Line Clog														
Lateral Line Break														
Relocation														
Head Raised or Lowered-Turf														
Head Raised or Lowered-Shrub														
Damaged Valve Box														
Valve - Inoperative/Sticking														
Additional Labor/Troubleshoot														
Other-See Comments														

Additional Comments: Zone 6 needs 1x 6in pop up / nozzle.

Tab 2



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Phone: 904-997-0044

Service Report

Date: February 9, 11, 2026

Biologists: Jim Charles
Justin Powers, Rich Powers

Client: Trout Creek CDD

Waterways: 43 ponds

Note: First report for February.

Pine pollen is accumulating in the ponds, which is often misconstrued as algae. A good rain will flush this from the ponds. Water levels are getting low due to lack of rain. Virtually no algae was observed in the ponds, which is primarily due to the very cold weather this winter.

Entry Pond: Pond was in good condition. The water level is a little low.



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



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 remains in very good condition. The water level is normal.



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



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.



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



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



Pond 11a: Pond is 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 low.



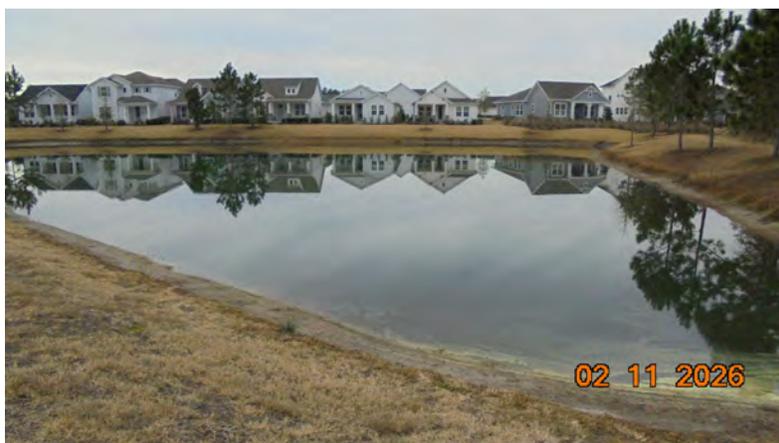
Pond 14: Pond was in good condition. The water level is good.



Pond 14b: Pond was in good condition. The water level is normal. Treated torpedo grass continues to decay.



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



Note pollen in corner of pond.



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



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. Treated **Bacopa** along perimeter is dead and decaying.



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



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 is turbid.



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



Pond 28B: Pond was in good condition. Water level is normal.
Note: Builders are not controlling their construction trash.



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



Pond 29B: Pond was in fair to good condition. The water level is low.



Pond 31: Pond is in good condition. The water level is normal. Note pollen here also.



Pond 33: Pond was in fair condition. The water level is normal. No algae noted at this time.



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



Pond 35: Pond is in fair to good condition. Water level is normal. Scheduled for treatment.



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



Jim Charles



This agreement dated February 2 2026 is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Trout Creek CDD c/o Melissa Dobbins, Rizzetta & Company

Address PO Box 32414

City Charlotte State NC Zip 28232

Phone 904-436-6270 Cell _____

E-mail mdobbins@rizzetta.com

Hereinafter called "CLIENT".

1. **Charles Aquatics, Inc.**, agrees to provide **aluminum fish barriers** in accordance with the terms and conditions of this Agreement.

2. CLIENT agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed services:

Pond 24C (second outflow structure) - 0.37 s.f. @ \$55/s.f.	\$20.35
Pond 29B - 17.09 s.f. @ \$55/s.f.	\$939.95
Pond 33 - 2.30 s.f. @ \$55/s.f.	\$126.50

*Note: Pond 28B will need a barrier, but the openings have not been cut yet.

Total price **\$1,086.80**

Terms & Conditions:

- 1) Payment for entire balance of service is **due no later than 30 days after date of the invoice.**
- 2) **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. In addition, interest at the rate of one and one-half percent (1.5%) per month may be assessed for the period of delinquency.

- 3) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc. within 30 days of the agreement date.**
- 4) **Insurance Coverage - Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 5) **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.
- 6) **Authorized Agent - CLIENT** warrants that he is authorized to execute this **Aquatic Management 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.**
- 7) **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 resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 8) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 9) **Alterations and Modifications** - This two (2) 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**.

Charles Aquatics, Inc.


James H. Charles, III

Customer Signature

Date

Tab 3

Trout Creek CDD
GM/AGM Operations Report for February 26, 2026

Mischief/ Vandalism:

- The bollard on the walking path between Seaforth and Rushing Dr was damaged, staff fixed the bollard and placed back in its position. The next day, the bollard was stolen. Staff installed a more sturdy, heavy duty one to replace it
- Ping pong table net was destroyed, staff replaced it
- Damage continues to occur to the sod at Falls Park field from e-bikes, e-scooters and dirt bikes. Staff has already presented remedy options to the Board for consideration; staff is waiting for direction on how to proceed
- Vehicle damage to sod at Falls Park field from driver performing donuts

Administration:

- Worked with Southern Breeze vendor to organize the new Outpost and deep seating furniture for the pool
- Attended new website (ShearwaterCurrent.com) training with Northern Helm
- Assisted and attended FirstService Residential with Annual Awards Ceremony
- Attended meeting with HOA team regarding parking issues throughout the neighborhood
- Performed employee evaluations
- Attended Lifestyle budget meeting
- Conducted Newsletter meeting with Lifestyle Team
- Worked with several pool companies to collect proposals and drawings on an additional pool
- Attended future amenity possibilities meeting with Supervisor Loffredo
- Assisted Hi-Tech Systems vendor with new camera installation/ placement
- Attended meeting with Regional Director
- Attended new interest group meeting for the Advisory Group
- Onsite discussion with design architects for future possible plans with amenities
- Attended FirstService Residential University classes/ training
- Worked with landscaping companies and pine straw vendor for continued pine straw project
- Continued working with Ruppert and Prestige Landscaping companies regarding placement/planting of 45 trees from JEA waterline
- AGM shadowed the Maintenance Team on morning duties with tennis courts maintenance
- Onsite discussion and tour with Paul Davis for 360/ 3D scale virtual walkthrough of all CDD amenities for a complimentary Emergency Response Program

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)
- Leadership meetings (every Thursday)
- Attended the monthly FSR Lifestyle collaboration call

Kayak Hub:

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

Lifestyle:

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

Maintenance/ Vandalism/ Mischief Issues:

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

Jan 1, 2026–Jan 31, 2026



Category Sales Report

CAFE

Category	Items Sold	Gross Sales
Uncategorized	8	\$14.75
CANDY	90	\$105.00
CHIPS	22	\$44.00
DRINKS	115	\$209.00
HOT DRINKS	21	\$22.00
KIDS MEAL	6	\$40.00
PIZZA	5	\$25.00
SANDWICHES	1	\$5.00
SINGLE ITEMS	2	\$10.00
TREATS	35	\$137.50
WRAPS/BURGERS	2	\$20.00
Total	307	\$632.25

Jan 1, 2026–Jan 31, 2026



Category Sales Report

TCCDD

Category	Items Sold	Gross Sales
Uncategorized	39	\$2,451.50
FOBS	13	\$390.00
Lifestyle Sponsorship	2	\$1,250.00
TCCDD Reservations	111	\$10,374.00
Total	165	\$14,465.50

Jan 4, 2026



Category Sales Report

CAFE

Category	Items Sold	Gross Sales
CANDY	3	\$5.25
CHIPS	2	\$4.00
DRINKS	7	\$14.00
HOT DRINKS	1	\$1.00
Total	13	\$24.25

Jan 11, 2026



Category Sales Report

CAFE

Category	Items Sold	Gross Sales
Uncategorized	3	\$12.25
CANDY	3	\$5.25
CHIPS	1	\$2.00
DRINKS	2	\$3.00
KIDS MEAL	1	\$7.00
TREATS	1	\$4.00
Total	11	\$33.50

Jan 18, 2026



Category Sales Report

CAFE

Category	Items Sold	Gross Sales
CANDY	4	\$7.00
DRINKS	5	\$10.00
WRAPS/BURGERS	1	\$10.00
Total	10	\$27.00

Jan 25, 2026



Category Sales Report

CAFE

Category	Items Sold	Gross Sales
CANDY	3	\$5.25
CHIPS	1	\$2.00
DRINKS	13	\$19.00
KIDS MEAL	1	\$6.50
PIZZA	1	\$5.00
TREATS	1	\$4.00
Total	20	\$41.75

January, 2026



Lifestyle Profit & Loss

JOE GERENA
Lifestyle Director - Trout Creek CDD
100 Kayak Way | St. Augustine, FL | 32092
Direct: 904.342.3739

DEMETRIC ARNOLD
Lifestyle Coordinator - Trout Creek CDD
100 Kayak Way | St. Augustine, FL | 32092

Summary	Estimated	Actual
Total income	\$0.00	\$3,746.05
Total expense	\$0.00	\$3,339.60
Total profit	\$0.00	\$406.45

EVENT REVENUE/ COST

Coffee and Converation - 01/08	Revenue	Cost
Amazon - Supplies - Bev. Equip.		\$153.53
Sam's - Food		\$193.83
Total	\$0.00	\$347.36

Trivia Night	Revenue	Cost
Crowdpurr.com Software		\$49.99
Total	\$0.00	\$49.99

Curiosity U - 1/6, 1/13, 1/20, 1/27	Revenue	Cost
Software		\$100.00
Total	\$0.00	\$100.00

Glow Golf	Revenue	Cost
Glow Vibe Golf		\$2,500.00
Wix 615 / Square 84.00	\$699.00	
Total	\$699.00	\$2,500.00

Curiosity U	Revenue	Cost
Software		\$100.00
Total	\$0.00	\$100.00

Misc	Revenue	Cost
Promotional Videos		\$500.00
Amazon - Balloon pump		\$19.99
Amazon - Credit from returns		-\$277.74
Total	\$0.00	\$242.25

Events Summary	Actual
Total income	\$699.00
Total expense	\$3,339.60
Total Profit	-\$2,640.60

VENDOR REVENUE - 10% OF ALL SALES

Vendor	Payment Method	Income
904 Tennis	Check	Paid thru 12/25 \$390.80

Soccer Shots	Square	paid thru 12/25	\$474.75
Deja Brew	Square	Paid thru 1/14	\$290.00
Vendor Village	Check	For 10/25 and 11/25	\$320.00
Zumba - Songhwanara	Check	Paid thru 1/31/26	\$71.50
Total			\$1,547.05

SPONSORSHIPS

Sponsor	Type	Income
David Palmeri	Sponsorship	\$500.00
Daniel Rigsby - SWS	Sponsorship FEB	\$250.00
Ivy Brook Academy	Sponsorship	\$750.00
Total		\$0.00 \$1,500.00

Trout Creek CDD Lifestyle Summary Report – January 2026

January 4th – 25th: Each Weekend for NFL Watch Parties

- ✓ NFL Watch Parties: Three events hosted across the Kayak Clubroom and Pavilion, each averaging 15 attendees, reinforcing steady interest in facility utilization. Attendees did not stay for the full duration of the games.

January 6th - 27th: Curiosity U every Tuesday

- ✓ Consistent attendance – 14 people per event. Cancelled once due to CDD Workshop running long and cutting into scheduled event time.

January 9th : Story Time with Ivy Brook Academy and Trivia Night

- ✓ Last minute cancellation due to illness
- ✓ Trivia Night exceeded RSVPs, with ~25 participants, confirming trivia/Bingo events remain successful without the added cost of DJ services. Expecting attendance will increase through the summer. Prizes provided by Taps Bar and Grill free of cost.

January 13th : OneBlood Donation Drive.

- ✓ Completed 14 procedures, yielding 42 units of blood, with the next drive scheduled for February 10, 2026

January 14th : Coffee and Conversations.

- ✓ No sponsor. Approximately 65 attendees.

January 15th : Macrame group class.

- ✓ Art program with 10% vendor Ram Rod Creations. Self-ran program. Limited participation with only 3 attendees.

January 17th : Glow Vibe Golf

- ✓ Event lawn set up. 75 attendees with 59 tickets sold. Revenue generated was \$699 in ticket sales and \$500 in sponsorships. This was very well received by attendees. Included hot cocoa and turned on the football games at the Pavilion. About 25 - 30 people hung out at the Pavilion as well. It is much better to do this event during the warmer months as polling showed many people didn't come due to cold weather.

January 18th : Vendor Village

- ✓ Cancelled due to raining/ cold weather.

January 23rd : 904Tennis Social

- ✓ We have officially started assisting and helping to promote their tennis social program. 904Tennis hired a director of programming whose duties include coordinating and producing social events. Weather limited participation but we do expect this to grow over time.

January 20th : Business Blends – Sponsored by Shearwater Stroll magazine

- ✓ The 2nd event of this type. Our off-site programming is gaining exposure to our community. We have generated 3 sponsors from the 2 events. 30 different businesses in attendance at Dapper D's Cigar Lounge. Next event will be in March at Walk Ons. Our plan is to host one every 6 weeks with Trout Creek CDD Lifestyle team, Shearwater Stroll, and Current Collective serving as hosts/administrators.

January 28th : Cozy up for Storytime w/ Goddard School

- ✓ Cancelled due to weather and illness – 3rd no show. Likely cancelling these going forward.

Additional Activities

- ✓ Bookmobile at the Outpost every Monday – Continues do well. Website programming has been the focus as we prepared for the rollout and increase engagement. Community Garden has 2 new administrators, working on refurbishing this interest group. Fees to be collected in February, along with garden re-assignments and new gardener agreements in place.

(1)



Repaired Sunken Pavers At Lap Pool.

Created: Wed, 2/4/2026

Before

(2)



Repaired Sunken Pavers At Lap Pool.

Created: Wed, 2/4/2026

After

(3)



Replaced Broken Vacuum Breaker In Men's Bathroom At Fitness Lodge.

Created: Wed, 2/4/2026

Before

(4)



Replaced Broken Vacuum Breaker In Men's Bathroom At Fitness Lodge.

Created: Wed, 2/4/2026

After

(5)



Cleaned And Repainted Lanterns Throughout Amenities.

Created: Wed, 2/4/2026

Before

(6)



Cleaned And Repainted Lanterns Throughout Amenities.

Created: Wed, 2/4/2026

After

(7)



Built Burrier At Outfall Structure Rushing Dr

Created: Wed, 2/4/2026

Before

(8)



Built Burrier At Outfall Structure Rushing Dr

Created: Wed, 2/4/2026

After

(9)



Replaced Light For Monument At The Hammocks Entry.

Created: Wed, 2/4/2026

Before

(10)



Replaced Light For Monument At The Hammocks Entry.

Created: Wed, 2/4/2026

After

(11)



Clean And Painted Column Light Fixtures Throughout Amenities.

Created: Wed, 2/4/2026

Before

(12)



Clean And Painted Column Light Fixtures Throughout Amenities.

Created: Wed, 2/4/2026

After

(13)



Repaired Loose Handrails At Fitness Lodge.

Created: Wed, 2/4/2026

Before

(14)



Repaired Loose Handrails At Fitness Lodge.

Created: Wed, 2/4/2026

After

(15)



Replaced Broken Fountain Regulator At Dog Park.

Created: Wed, 2/4/2026

Before

(16)



Replaced Broken Fountain Regulator At Dog Park.

Created: Wed, 2/4/2026

After

(17)



Repaired Pavers At Pavilion.

Created: Wed, 2/4/2026

Before

(18)



Repaired Pavers At Pavilion.

Created: Wed, 2/4/2026

After

(19)



Installed 5 New Dog Stations, 2 In Phase 1, 3 In Phase 3.

Created: Wed, 2/4/2026

Before

(20)



Installed 5 New Dog Stations, 2 In Phase 1, 3 In Phase 3.

Created: Wed, 2/4/2026

After

Completed by Johnnie verdell

Tab 4

Trout Creek YTD Revenues & Expenditures Thru 12/31/2025

SUMMARY

	<u>Annual Budget</u>	<u>YTD Budget Thru 012/30125</u>	<u>YTD Actual Thru 12/31/25</u>	<u>Better/(Worse) Variance</u>
Total Revenues - O & M	4,133,309	3,863,809	3,923,928	60,119
Total Revenues - Capital Reserve	465,000	435,000	428,516	(6,484)
Total General Fund Revenues	4,598,309	4,298,809	4,352,444	53,635
Total Expenditures O & M	4,133,309	971,512	1,038,765	(67,253)
Total Expenditures - Capital Reserve	465,000	465,000	39,850	425,150
Total General Fund Expenditures	4,598,309	1,436,512	1,078,615	357,897
Total O & M Excess of Revenues Over(Under) Expenditures	0	2,892,297	2,885,163	(7,134)
Total Excess of Revenues Over(Under) Expenditures	0	(30,000)	388,666	418,666
Total Excess of Revenues Over(Under) Expenditures	0	2,862,297	3,273,829	411,532

Explanations of Variances

O & M Expenses - (Over)/Under by (67,253)
O & M Revenue - (Less)/More by \$ 60,119
Net O & M - (Over)/Under by \$ (7,134)

Pool Chemicals & permits - timing of payment of annual contract for 25-26	(43,940)
Common Area Mulch/Pinestraw - Timing of Mulching is ahead of budget schedule	(20,849)
Amenity Maintenance & Repairs - \$9,300 of HVAC pump repairs ,Playground repair (\$1,839), HVAC Compressor Repair (\$1000), Pool Motor Repair (\$4,112)	(19,499)
Contingency - Stocking Ponds with Fish (\$12,082) Pressure Washing Boardwalks (\$7,000)	(18,966)
Reclaimed Water - Higher than anticipated Water usage	(14,487)
Special Events - Larger event activities in November and December	(14,259)
Legal Council - More activity, mostly relating to developer negotiations, and RFP for District Manager	(12,470)
Utility Street Lights - Retroactive correction charge made for Phase 3 lights	(8,187)
Distict Engineeer - Work on Golf Cart accessible paths, work relating to traffic circle and school crossing	(7,060)
Litigation - Verdego	(5,871)
Other District Financial & Accting - Timing of Trustee Fees	(2,776)
Irrigation Repair - Timing of Repairs	5,367
General Liability & Property Insurance - timing of payments	5,966
Landscape Replacement Plants, etc - Grass Replacement put in Landscape & Maint by mistake (\$14,480)	14,550
Landscaping - Ruppert not billing for pond mowing yet	18,387
Employee Staff - 4 people not taking benefits, plus benefits came in much lower than anticipated, and 2 people left, only one replaced	46,575
Other	10,266
Total of O&M Expense Variance Explanations	(67,253)
Misc Revenue - Money from County for Trees on Timbewolf by County Park _ expense will come soon	46,565
More special assessments collected than anticipated Prior year collections or late payments	38,646
Insurance Proceeds reimbursed for Kayak Club Floor damage	2,000
Activity Fees and Facilities Rental - timing of activities compared to evenly spread budgets	(3,794)
Interest earned - hasn't earned interest yet	(5,038)
Special Events Revenue - Timing of when events and sponsorships happen	(7,579)
HOA Reimbursemt - timing of when money distributed	(11,250)
Other	569
Total of O&M Revenue Variance Explanations	60,119

Trout Creek YTD Revenues & Expenditures Thru 12/31/2025

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 012/30125	YTD Actual Thru 12/31/25	Better/(Worse) Variance	Variance Explanation
O&M					PLEASE NOTE: Accruals were not done, so I added in accruals where bills have not come in yet
Revenues					
Interest Earnings					
Interest Earnings	25,000	6,250	1,212	(5,038)	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	5,000	3,040	(1,960)	
Cafe Revenue	35,000	3,000	3,564	564	
Facilities Rentals	40,000	10,000	8,166	(1,834)	
HOA Reimbursement	45,000	11,250	0	(11,250)	Timing on when HOA reimburses
Insurance Proceeds	0	0	2,000	2,000	Reimb for Water Damage in Kayak Club
Misc Revenue	0	0	46,565	46,565	Money from County for Timberwolf Tree Replacement
Special Events Revenue	40,000	10,000	2,421	(7,579)	Timing of when events and sponsorships happen
Total Revenues	4,133,309	3,863,809	3,923,928	60,119	
Expenditures					
District Expenses:					
Board of Supervisor Fees	24,000	6,000	5,800	200	
District Management	61,644	19,886	19,886	0	
Other District Financial & Accting	41,075	12,963	15,739	(2,776)	Timing of when Trustee Fees are paid
Counsel	150,000	37,500	49,970	(12,470)	More work than anticipated due to RFP, and other issues
Litigation/Mediation	0	0	5,871	(5,871)	Litigation/Mediation Relating to Verdego
Engineer	40,000	10,000	17,060	(7,060)	Work on Golf Cart accessible paths, work relating to traffic circle and school crossing
Law Enforcement - Security	62,000	15,500	16,166	(666)	
Total District Expenses:	378,719	101,849	130,492	(28,643)	
Staffing Related Expenses:					
Employee - Amenity Staff	905,000	226,250	179,675	46,575	Benefit Costs per person over estimated (\$3,500) Only 6 people vs 10 taking benefits (\$9,500), 2 staff members left , one is not being replaced
Amenity Management Service Contracts	23,244	5,811	5,811	0	
Total Staffing Related Expenses	928,244	232,061	185,486	46,575	
Utilities:					
Electric Utility - Recreation Facilities	56,000	14,000	14,169	(169)	
Electric Utility - Street Lights	62,000	15,500	23,687	(8,187)	Retroactive correction charge made, due to lighting in Phase 3
Electric Utility Services	12,000	3,000	2,913	87	
Gas Utility Services	17,000	501	278	223	
Water-Sewer Utility - Reclaimed	445,000	97,900	112,387	(14,487)	Higher than anticipated Water usage
Water-Sewer - Recreation Facilities	18,375	4,593	4,847	(254)	
Garbage/Solid Waste Control Services	15,000	3,750	3,678	72	
Total Utilities	625,375	139,244	161,959	(22,715)	
Landscaping & Irrigation:					
Landscape & Irrigation Maintenance	1,070,000	247,568	229,181	18,387	Ruppert not charging for pond mowing yet - Grass Replacement in Phase 3 misposted here - \$14,480
Landscape Replacement Plants, Shrubs, Tr	70,000	17,500	2,950	14,550	Grass Replacement posted above should go here - \$14,480
Common Area Pinestraw Mulch	140,000	35,000	55,849	(20,849)	Timing of Mulching is ahead of budget schedule
Irrigation Repair	35,000	8,750	3,383	5,367	Timing of repairs
Miscellaneous Expense	20,000	5,000	5,225	(225)	Repair of damaged sign on Wayfinder (\$3,475)
Total Landscaping & Irrigation	1,335,000	313,818	296,588	17,230	
Amenity Related Expenses:					
Amenity Janitorial Services	25,000	6,250	4,800	1,450	

Trout Creek YTD Revenues & Expenditures Thru 12/31/2025

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 012/30125	YTD Actual Thru 12/31/25	Better/(Worse) Variance	Variance Explanation	
Amenity Maintenance & Repairs	75,000	18,750	38,249	(19,499)	\$9,300 of HVAC pump repairs, Floor Replacement - \$6,125 (\$2,000 reimbursed by insurance), Playground repair (\$1,839), HVAC Compressor Repair (\$1000), Pool Motor Repair (\$4,112)	
Amenity Janitorial Supplies	12,000	3,000	5,831	(2,831)		
Amenity Office Supplies	10,800	2,700	1,585	1,115		
Amenity Operating Supplies	7,200	1,800	2,162	(362)		
Pool Chemicals & Service Contract	94,000	23,493	67,434	(43,941)		Timing of full year annual contract payment for 25-26
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	10,390	11,110	(720)		
Tennis Court Programs & Maint & Supplies	5,000	1,250	158	1,092		
Access Control & Security Monitoring M&R	14,000	3,500	5,620	(2,120)		Service Calls for UPS Battery backup & surge protector and other issues-\$3,500
Licenses, Fees & Permits	16,000	4,000	3,508	492		
Pest Control/Termite Bond & Wildlife Mgmt	4,500	1,125	818	307		
Telephone, Internet, Cable	15,000	3,750	1,441	2,309		
Training & Education	5,400	1,350	1,791	(441)		
Other	3,250	813	272	541		
Total Amenity Related Expenses	514,443	87,771	144,779	(57,008)		
Lifestyle Expenses:						
Shuttle Service	15,100	5,200	5,400	(200)	Larger event activities in November and December	
Special Events	75,000	22,000	36,259	(14,259)		
Cafe Materials	25,000	1,500	2,061	(561)		
Total Lifestyle Expenses:	115,100	28,700	43,720	(15,020)		
Other Shearwater Expenses:						
Aquatic Maintenance	55,000	13,750	12,359	1,391		
Stormwater Assessments	3,500	875	0	875		
Road & Street Facilities	5,000	1,250	0	1,250		
Entry & Walls Maintenance & Repair	2,500	625	0	625		
General Liability & Property Insurance	112,928	35,319	29,353	5,966		
Holiday Decorations	7,500	3,750	2,563	1,187		
Total Other Shearwater Expenses	186,428	55,569	44,275	11,294		
Misc./Contingency Expenses:						
Capital Improvements/Contingency	50,000	12,500	31,466	(18,966)	Stocking Ponds with Fish - \$12,083	
Total Misc./Contingency Expenses	50,000	12,500	31,466	(18,966)	Custom Canopies Fabric Replacement - \$3,530 Pressure Washing Boardwalks - \$7,000	
Total Expenditures	4,133,309	971,512	1,038,765	(67,253)	Pool Table, Foosball Table, and other outdoor game supplies - \$4,354 Cleaning Trailer & Pressure Washer - \$4,500	
Total Excess of Revenues (Over)/(Under) Expen-	0	2,892,297	2,885,163	(7,134)		
Total Other Financing Sources(Uses)						
Interfund Transfer			520,271	520,271	Should be moved to Capital Reserve	
Total Other Financing Sources(Uses)	0	0	520,271	520,271		
Fund Balance, Beginning of Period	0	0	223,421	223,421		
Total Fund Balance, End of Period	0	2,892,297	3,628,855	736,558		

Trout Creek YTD Revenues & Expenditures Thru 12/31/2025

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 012/30125	YTD Actual Thru 12/31/25	Better/(Worse) Variance	Variance Explanation
Capital Reserve					
	Annual Budget	YTD Budget Thru 012/30125	YTD Actual Thru 12/31/25	Better/(Worse) Variance	
Revenues					
Interest Earnings					
Interest Earnings	40,000	10,000	3,516	(6,484)	
Special Assessments					
Off Roll	0	0	0	0	
Tax Roll	425,000	425,000	425,000	0	
Total Revenues	465,000	435,000	428,516	(6,484)	
Expenditures					
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	
Total Expenditures	465,000	465,000	39,850	425,150	
Total Excess of Revenues Over(Under) Expenditures	0	(30,000)	388,666	418,666	
Total Other Financing Sources(Uses)					
Interfund Transfer (Revenue)					
Interfund Transfer(Expense)	0	0	0	0	\$520,271 Should be moved from O & M
Total Other Financing Sources(Uses)	0	0	0	0	
Fund Balance, Beginning of Period	0	0	691,409	691,409	
Total Fund Balance, End of Period	0	(30,000)	1,080,075	1,110,075	

Trout Creek YTD Revenues & Expenditures Thru 12/31/2025

Chart of Accounts Classification	Annual Budget	YTD Budget Thru 012/30125	YTD Actual Thru 12/31/25	Better/(Worse) Variance	
Lifestyle Revenues:					
Activity Fees	20,000	5,000	3,040	(1,960)	
Facilities Rentals	40,000	10,000	8,166	(1,834)	
Special Events Revenue	40,000	10,000	2,421	(7,579)	Timing of when events and sponsorships happen
Total Lifestyle Revenues	100,000	25,000	13,627	(11,373)	
Lifestyle Expenses:					
Shuttle Service	15,100	5,200	5,400	(200)	
Special Events	75,000	22,000	36,259	(14,259)	Larger event activities in November and December
Total Lifestyle Expenses	90,100	27,200	41,659	(14,459)	
Net Lifestyle Revenue/(Expense)	9,900	(2,200)	(28,032)	(25,832)	
Café Revenue vs Expense					
Café Revenue	35,000	3,000	3,564	564	
Café Materials	25,000	1,500	2,061	(561)	
Net Café Revenue/(Expense)	10,000	1,500	1,503	3	

2025/2026 Capital Expenditures

Capital Reserve - Capital Improvements

Outdoor Furniture for Lanai by Pool 39,850

Other 0

Total Cap Impvts in Capital Rerve Fund 39,850

Capital Projects Fund (\$500K from Bond)	
Beginning Balance	424,596
Highwater Solutions - Good Hope Rd	17,810
Kompan, Inc.	23,497
Sunshine State - Pergola Deposit	8,803
Southern Breeze - Outpost Furn Deposit	5,590
Total Cap Spent	55,700
Interest Earned	<u>4,209</u>

Balance as of 12-31-25 373,105

Bills approved to be paid, in process:

Green Cove Golf Cart 12,275

Sub-total 12,275

Balance after bills paid 360,830

Total Capital Spent YTD = (Reserve + Capital Projects Fund)	95,550
---	---------------

Reserve Latest YTD BOLD is against \$500K Capital Projects Fund
Study Forecast Actual

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			Will not be done
4.020	Asphalt Pavement, Patch Repairs, Neighborhoods, Phase 1	0			
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 (getting new estimates)	160,000	180,408		Approved Bid from Duval Asphalt
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	8,803	Deposit paid, total is lower than planned
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	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	23,497	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				

Reserve Latest YTD BOLD is against \$500K Capital Projects Fund
Study Forecast Actual

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	Signage, Renovation, Neighborhood Entrances, (Incl. Bridge, Dog Park and Pergola Post Mon)				
4.803	Signage, Replacement, Street and Traffic				
4.820	Site Furniture, Bronze Monuments, Maintenance				
4.840	Sport Courts, Tennis, Fence		12,260		Need Higher Fence by Tennis Court
4.845	Sport Courts, Tennis, Furniture				
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 Latest YTD BOLD is against \$500K Capital Projects Fund
Study Forecast Actual

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	5,590	Deposit paid - 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)	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	Slightly higher than 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				
	TOTAL RESERVE STUDY/PROJECTED RESERVE	735,421	815,864	95,550	
	Difference from Reserve Study Less/(More)		(80,443)		

Tab 5

**2026 AGREEMENT BETWEEN THE TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT AND SHEARWATER SHARKS SWIM TEAM
FOR USE OF THE AQUATIC FACILITIES**

THIS AGREEMENT is made and entered into as of this ____ day of February, 2026, by and between:

Trout Creek Community Development District, a local unit of special purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (hereinafter “District”) and

Shearwater Sharks Swim Team, Inc., a Florida non-profit corporation, whose mailing address is 365 Beale Avenue, St. Augustine, Florida 32092 (hereinafter “Swim Team”).

RECITALS

WHEREAS, the District has constructed certain recreational improvements including an Amenity Center with associated aquatic facilities (“Aquatic Facilities”); and

WHEREAS, the District has authorized the District Manager to require the execution of this Agreement where it is determined necessary pursuant the District’s policies regarding the use of the Aquatic Facilities; and

WHEREAS, the Swim Team desires to enter into an agreement with the District to provide for use of the Aquatic Facilities; and

WHEREAS, the District is willing to allow the Swim Team and its coaches to make use of the District’s Aquatic Facilities for practice provided that such use does not impede the District’s operation of the Aquatics Facilities as a public improvement, and provided that the Swim Team complies with the provisions set forth herein.

WHEREAS, the Swim Team is licensed and/or certified to provide such services and desires to enter into an agreement with the District to do so in accordance with the terms and specifications in this Agreement; and

WHEREAS, the District and Swim Team desire to contract and memorialize their understandings and covenants regarding the services the Swim Team will provide the District; and

WHEREAS, the District does not warrant that the Aquatic Facilities are suitable or fit for purposes requested by the Swim Team, but the Swim Team does believe them to be fit and suitable, and the Swim Team does acknowledge that the District provides no warranties whatsoever.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the District and Swim Team hereby agree as follows:

1. **RECITALS**. The Recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. **TERM.** This Agreement shall commence upon the ___ day of February, 2026, and shall terminate on July 28, 2026, unless cancelled earlier in accordance with Section 12 below. However, the covenants and obligations of Swim Team contained herein shall survive termination for acts and omissions which occurred during the effective term of this Agreement.

3. **USAGE BY SWIM TEAM.**

A. **USAGE, GENERALLY.** The Swim Team may use the Aquatic Facilities for practices and swim meets as provided for herein. There shall be no non-resident participation during practices during the 2026 season; participants must be residents of the District to register and remain residents to continue to participate on the Swim Team. However, non-resident participants from opposing teams may attend swim meets as provided in Section 3.A and Exhibit A. For purposes of this Agreement, "residents of the District" means persons who own property within the District boundaries, rent property within the District boundaries, or are members of the immediate household of a property owner or renter within the District boundaries. The Swim Team's practice schedule shall be coordinated with the District, through its Designee, at all times. The Swim Team agrees that such use shall be in conjunction with the use of the recreation center facilities by other Patrons of the District and Swim Team's use shall not interfere with the operation of the recreation center facilities as a public improvement. Swim Team agrees that all use of the District's facilities shall be subject to the policies and regulations of the District, including but not limited to, the Guidelines for Swim Team Usage which are incorporated herein and attached as **Exhibit A**. Swim Team further agrees that the District shall have the right to take such actions as are necessary to preserve the health, safety and welfare of its residents, landowners, lands and facilities, including the temporary closure of the Aquatic Facilities due to weather conditions. The District and Swim Team agree that in consideration of the Swim Team's acceptance of the covenants and obligations contained in this Agreement, the persons identified as coaches by Swim Team may participate on the Swim Team and make use of the District's Aquatic Facilities only during Swim Team practices and meets, regardless of the coach's status as a paid user of the facilities. The Swim Team shall provide to the District a complete roster of swimmers on the Swim Team at least seven (7) days prior to commencing swimming practices and shall update such roster within five (5) business days of any changes. The license granted herein only includes use of the pool decks, lap pool, pavilion, event lawn and designated restrooms in case of emergencies.

B. **WAIVER AND RELEASE.** Each participant, and in the case of a participant under 18 years of age, each participant's parent or legal guardian shall execute a waiver and release in the form attached hereto as **Exhibit B**.

C. **PARKING PROTOCOLS.** The Swim Team shall be responsible for coordinating and organizing shuttle services as needed pursuant to the parking protocols. The District's preferred vendor is EZ Event; information will be provided to Swim Team directly from the District regarding this vendor but it is incumbent on Swim Team to coordinate such services. Swim Team shall coordinate with the General Manager or his/her on site management designee to develop and implement parking protocols, attached hereto as **Exhibit C**. Should the District determine that onsite parking is unsatisfactory in connection with practices and swim meets, the Swim Team will

coordinate with the General Manager or his/her onsite management designee to update the parking protocols.

4. **SCHEDULING.** Swim Team shall coordinate services directly with the General Manager or his/her on-site management designee. This Agreement does not grant Swim Team exclusive use of the facilities or any part thereof. Swim Team shall schedule all practices and swim meets in advance pursuant to the means and methods set forth by the General Manager and his/her on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling.
5. **COMPENSATION.** Swim Team shall be entitled to charge and collect a fee directly from Patrons participating in the program. Swim Team is a 501c3 comprised of paid facility users. Swim Team shall pay to the District ten percent (10%) of all team registration fees collected from Patrons participating in the program. Payment shall be made within thirty (30) days after the end of each calendar month during the term of this Agreement, accompanied by a written statement detailing the number of participants, total registration fees collected during that month, and the calculation showing the 10% payment due. The Swim Team shall maintain accurate records of all registration fees collected and shall make such records available to the District for inspection upon reasonable notice during normal business hours.
6. **FDLE CRIMINAL BACKGROUND CHECKS.** Swim Team shall require a Florida Department of Law Enforcement criminal background check for all Swim Team coaching staff prior to using the District's facilities. Swim Team shall be solely responsible for any costs associated with conducting and providing such criminal background check. Should any report reveal any criminal history that would endanger the health, safety and welfare of the District and its residents, such individual shall not enter the District facilities pursuant to this Agreement. Furthermore, Swim Team hereby agrees to adhere to the Youth Program Safety Guidelines attached hereto as **Exhibit D** and incorporated herein by this reference.
7. **CARE OF THE PROPERTY.** Swim Team agrees to use all due care to protect the property of the District, its residents and landowners from damage, and to require any meet participants invited to the District's recreation center facilities to do the same. Swim Team agrees that it shall assume responsibility for any and all damage to the District's facilities or lands as a result of Swim Team's use under this Agreement other than damage which may be attributable to ordinary wear and tear as determined by the District. In the event that any damage to the District's facilities or lands occurs, the District shall notify Swim Team of such damage. Swim Team agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as is necessary to preserve the health, safety and welfare of the District's lands, facilities, residents and landowners. Swim Team agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Section.
8. **SALES AND ADVERTISEMENTS.** The Swim Team agrees that while on the District's property, it will abide by and sales will be consistent with **Exhibit A**, "Guidelines for Swim Team Usage". Furthermore, any and all advertisements naming the District or its facilities, including any derivation of such facilities, shall include the following statement in legible font: "This is not a TCCDD endorsed activity."
9. **ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party

to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Notwithstanding this, the Swim Team's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than Five Hundred Dollars (\$500.00).

10. **INDEMNIFICATION AND INSURANCE.** Swim Team agrees to indemnify, defend, and hold harmless the District and its officers, agents, supervisors, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District's facilities and lands by Swim Team, its members, participants, coaches, guests, and invitees, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the sole negligence or willful misconduct of the District. In the event legal representation or defense is provided pursuant this Agreement, the Swim Team shall be responsible for all costs and fees associated with such representation, however, the District shall be entitled to direct the defense and settle or compromise the action or claim. Swim Team agrees that nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability 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. Swim Team agrees and covenants to provide commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate and shall provide evidence of such insurance in the form of an insurance certificate naming the District and its supervisors, staff and employees as certificate holders and additional insureds, at least thirty (30) days prior to commencing use of the District's facilities under this Agreement. Additionally, Swim Team agrees that its policy may not be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District.
11. **RECOVERY OF COSTS AND FEES.** In the event either party 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 costs incurred, including reasonable attorneys' fees.
12. **CANCELLATION.** Either Party may terminate this Agreement at any time without cause upon thirty (30) days' prior written notice to the other Party. However, the covenants and obligations of Swim Team contained in sections 3, 4, 6, 7, 8, 9, and 10 shall survive cancellation for acts and omissions which occurred during the effective term of the agreement.
13. **ENTIRE AGREEMENT.** This instrument, together with the attached **Exhibits A, B, C, D, and E**, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. This Agreement shall supersede all other previous agreements related to the terms and conditions of this Agreement.
14. **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 Parties hereto.
15. **ASSIGNMENT.** Neither the District nor the Swim Team may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other. Any attempted assignment without such written approval shall be void.
16. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be

construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

17. **NOTICES.** All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight delivery service or First-Class Mail, postage prepaid, to the Parties, as follows:

A. If to Swim Team: Shearwater Sharks Swim Team, Inc.
365 Beale Avenue
St. Augustine, Florida 32092

B. If to District: Trout Creek Community Development District
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: District Manager

C. With a Copy to: Kilinski | Van Wyk PLLC
517 E. College Ave
Tallahassee, Florida 32301
Attn: District Counsel

18. **PUBLIC RECORDS.** The Swim Team 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 Swim Team 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 Swim Team 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.**

19. **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.
20. **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.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

SHEARWATER SHARKS SWIM TEAM

James Hale, President

- Exhibit A:** Guidelines for Swim Team Usage
Exhibit B: Form of Waiver and Release
Exhibit C: Parking Protocols
Exhibit D: Youth Program Safety Guidelines
Exhibit E: Designated Areas During Swim Team Practices

EXHIBIT A

GUIDELINES FOR SWIM TEAM USAGE 2026

1. All Swim Team usage of District Facilities must be pre-scheduled with the General Manager or his/her on-site management designee at least twenty-one (21) days prior to the beginning of practices.
2. Usage of the District facilities is limited to the facilities named in the Agreement and this exhibit ONLY.
3. Swim Team is responsible for ensuring that Swim Team members abide by all facility rules and policies.
4. Swim Team will continue to share storage area underneath the water slide. Swim Team is responsible for securing and locking storage items. Swim Team will take reasonable care to avoid damage to any District items stored under the water slide and may be responsible for the costs of damage to or loss of such items if Swim Team fails to use reasonable care.
5. Swim Team may utilize starting blocks provided by the Swim Team. Six (6) starting blocks will be installed no earlier than the first swim practice and will remain in place until the end of the season in mid-July. Blocks shall be covered and secured when not in use during that time period (noting they will be taken down at the end of the season) with signage indicating they are not to be used. Blocks will only be uncovered and used when coaches are on deck. Blocks will be stored beneath the District's Slide Tower at the end of the season. Swim Team will use caution when installing and removing starting blocks and shall be responsible for damage to District Facilities.
6. The Swim Team will host (1) Mock Meet. The Mock Meet will be a practice meet with no visiting team and will run no more than 5 hours. The Mock Meet will occur on Saturday, May 9th from 7am-11am utilizing the lap pool, pavilion, and Event Lawn. The Mock Meet will utilize all six (6) lanes and run the timing/starting systems. The Mock Meet will be residents only and will utilize parking marshals.

•Saturday May 9th Mock Meet (7-10am)

7. The Swim Team will host up to three (3) swim meets during the 2026 season. Swim meets will occupy all six (6) lap lanes, adjacent pool deck, pavilion, and adjacent grass field. Weekend Meets will start at 8am with warmups beginning at 7am and setup beginning after hours the night before. The opposing, non-resident teams will attend up to three (3) swim meets. Swim meet schedule will include (3) Saturday mornings, and has approval from the AGM and GM.

➤ Saturday, May 30, 2026 (7am-1pm)

➤ Saturday, June 13, 2026 (7am-1pm)

➤ Saturday, June 27, 2026 (7am-1pm)

8. Practice must reflect the following schedule. Any deviation from the schedule outlined below shall be approved in advance by the General Manager or his/her on-site management designee.

April 20th - July 12th

•First Practice starts Monday April 20th Practice (5-8pm)

- **Monday, Tuesday, Wednesday, and Thursday 5:00 p.m. – 8:00 p.m.**
- **Weather make up day Fridays 7-10am**

9. Any changes to the meet or practice schedules that are required due to facilities scheduling conflicts, weather, and other unforeseen circumstances will be coordinated between the Swim Team and the General Manager in a timely manner. No practices will be held on holiday or holiday weekends. The District reserves to cancel practices in its sole discretion but will use its best efforts to reschedule practices if requested by the Swim Team.
10. The Swim Team shall be responsible for straightening equipment on the pool deck, such as chairs, tables, or umbrellas that may be used by swimmers or coaches, in addition to disposing trash within the pool deck trash receptacles.
11. The Swim Team may operate a concessions booth as a fundraising effort to benefit the non-profit 501c3 organization during swim meets. It is expected the concessions booth will be placed under the pavilion and comply with necessary Department of Health requirements. GLASS IS NOT ALLOWED.
12. The Swim Team may permit select team sponsors to attend (spectate) swim meets, set up a booth, and interact with swim parents. Sponsors with a booth or interactive activities must provide a certificate of insurance and add the District and FirstService Residential as an additional insured.
13. All Swim Team swimmers must be capable of swimming a minimum of twenty-five yards continuously.
14. During Swim Team practice, one (1) swimming lane will be available for general resident recreation swimming. The Swim Team will post a sign provided by the District at this available lane during practice and remove it at the end of practice. The (2) wading areas in the southern portion of the lap pool will be closed to non-swim team residents during practice to prevent injury. (See Exhibit E). The northern most swim lane will remain open to residents for lap swimming as will the (2) northernmost wading areas.
15. Swim Team will ensure that, prior to registration and/or payment with the Swim Team, each prospective Swim Team member demonstrates proof of residency within the District's boundaries or has a new home build contract in place for property within the District's boundaries. Acceptable forms of proof of residency shall include a current utility bill, property tax statement, lease agreement, or deed showing an address within the District's boundaries, dated within the last sixty (60) days. The Swim Team shall maintain records of all residency verifications and make such records available to the District upon request. Additionally, it shall be the responsibility of the Swim Team to ensure that all Swim Team members are covered by

the Swim Team's insurance policy. Notwithstanding the Agreement terms, the Swim Team will be allowed to permit no more than ten (10) non-resident swimmers per season. These non-resident swimmers will pay an additional fee of One Hundred Dollars (\$100.00) per season that will be submitted directly to the District within five (5) business days of registration. Late payment shall result in immediate suspension of the non-resident swimmer's participation until payment is received. These non-resident swimmers must fall within age groups that are not filled to capacity with existing resident swimmers, as determined by the District's General Manager in consultation with the Swim Team, typically within the older age groups where the team has insufficient swimmers to compete effectively with other teams. The Swim Team must obtain written approval from the District's General Manager for each non-resident swimmer before accepting registration. The District's General Manager shall respond to such requests within five (5) business days of receipt. Failure to obtain such written approval prior to accepting registration shall constitute a material breach of this Agreement.

16. A Swim Team roster will be provided to the District at the beginning of the season at least seven (7) days prior to the first day of practice, and on a monthly basis (by the fifth day of each month) until the end of swim season. The roster must include all registered swimmers, coaching staff, and volunteers, along with their contact information and, for swimmers, proof of residency status (resident or approved non-resident). Failure to provide rosters as required shall result in suspension of Swim Team activities until compliance is achieved.
17. Proof of insurance meeting the requirements specified in Section 10 of this Agreement must be provided to the District no later than fourteen (14) days prior to the first scheduled practice. Failure to provide proof of insurance by this deadline shall automatically suspend all Swim Team activities until such proof is provided and approved by the District. The Swim Team shall provide updated certificates of insurance within five (5) business days of any policy renewal or modification.
18. This Agreement with the District must be fully executed by all parties prior to the first scheduled practice. No Swim Team activities shall commence until the Agreement is fully executed.
19. Swim Team agrees that any and all advertisements, promotional materials, social media posts, or other communications naming the District or its facilities, including any derivation of such facilities, shall include the following statement in clearly legible font of at least the same size as the body text: "This is not a TCCDD endorsed activity." All such advertisements and materials must be submitted to the District for approval at least seven (7) days prior to publication or distribution.
20. The Swim Team is required to have at least one person currently certified in CPR/AED by the American Red Cross, American Heart Association, or equivalent organization approved by the District on deck, actively supervising the Swim Team swimmers, at all times during Swim Team practices and meets. Such certification must be current and not expired. The Swim Team shall maintain records of all CPR/AED certifications and provide copies to the District upon request. The Swim Team will provide necessary first aid equipment meeting American Red Cross or equivalent standards during practice and will have a first aid booth setup during meets with personnel trained in first aid and emergency response. The Swim Team shall maintain an incident log of all injuries and medical emergencies and provide copies to the District within twenty-four (24) hours of any incident.
21. The Swim Team shall permit swim coaches to provide private instructions outside of scheduled swim practice or swim meet operating hours on District property only after such private

instruction has been coordinated directly between the coach and the District and written approval has been obtained from the District's General Manager at least forty-eight (48) hours in advance. All private instruction must comply with the insurance requirements of Section 10 and the Youth Program Safety Guidelines in Exhibit D and provide the District 10% of earnings. The District reserves the right to deny any request for private instruction in its sole discretion.

22. The Swim Team will host the following events throughout the season with dates and times coordinated with the General Manager and AGM.

A. Saturday March 14th Parent Information Session at Clubroom (10–11am)

B. April 11th New Swimmer Evaluation (2 hours, Lap Pool, 2 dedicated lanes)

C. Saturday April 18th Kickoff Cookout at Pavillion (6–10pm)

D. Sunday, July 12th End of Year Banquet (Event Lawn/ Pavilion)

Each event will utilize the Pavilion and/or the indoor Kayak Club room. No glass will be permitted inside the pool fence during these events. The events will run no longer than 4 hours each and will be pre-scheduled with the General Manager or his/her on-site management designee at least twenty-one (21) days prior. The Swim Team shall be responsible for all setup and cleanup associated with these events and shall return the facilities to their original condition within two (2) hours of the event's conclusion.

23. The Parties agree to provide any and all concerns occurring during the swim season within five (5) business days of said concern. The Parties agree to use best efforts to resolve concerns in an expeditious manner

24. The Swim Team agrees to have a representative attend the District's meetings during Swim Team season to address questions or concerns. Additionally, within 4-6 weeks of the conclusion of swim season, the General Manager shall meet with Swim Team Board members to review the overall effectiveness of the existing contract with the goal of improving operations for future seasons.

EXHIBIT B

WAIVER AND RELEASE

I, _____, on behalf of myself, my personal representatives, my

minor children and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the Trout Creek Community Development District (“District”), and its present, former, and future supervisors, staff, officers, employees, representatives, agents and contractors from any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney’s fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my children’s and my guests’ use of the facilities and lands owned by the District in connection with the Shearwater Sharks Swim Team, including any and all on-site or off-site activities related to the Shearwater Sharks Swim Team, and any transportation to and from such activities. I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my, my children’s and my guests’ participation in any and all of these activities, including but not limited to any injuries sustained by me, my children and my guests. Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way supervise or oversee the activities occurring on the District’s property in connection with the Shearwater Sharks Swim Team. This Waiver and Release is binding upon me, my children, my guests, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect even after the conclusion of my use of the District’s property. The provisions of this waiver of liability may be waived, altered or amended or repealed, in whole or in part, only upon the prior written consent of the District.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes or other statute or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS AND REMEDIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY EACH AND EVERY TIME I, MY CHILD OR MY GUEST UTILIZE THE DISTRICT’S FACILITIES OR LANDS.

Name

Mailing Address

Signature

Telephone Number

Date

EXHIBIT C

Shearwater Shark Parking Plan for Home Meets- 2026

The Shearwater Sharks will offer the following parking plan to be utilized during the (3) home meets (TBD) in 2026 when visiting teams are in attendance.

Prior to the start of the meet and no later than 30 minutes before the end of the meet, the Swim Team will place cones and signs restricting swim team vehicles from parking in parking spaces otherwise reserved for non-swim team vehicles and/or Amenity Center Staff and Lifeguards. To make this additional space available, the Swim Team will utilize shuttles. Shuttles will be contracted and utilized for home meets during the 2026 season. The Swim Team shall be solely responsible for coordinating, contracting, scheduling, and paying for all shuttle services, including but not limited to contacting the shuttle provider (EZ Event, William Guerrant, ezeventride@yahoo.com, Cell 352-207-4908, or an equivalent provider approved by the District), arranging pickup and drop-off schedules, and ensuring adequate shuttle capacity for anticipated attendance.

The Swim Team will make reasonable efforts to prevent non-swim team residents and non-residents from parking in designated staff parking through signage and the presence of the off-duty SJSO Safety Patrol Officer; however, overall responsibility for enforcement remains with the District as the Swim Team holds no authority to enforce parking restrictions. The team will employ an off-duty SJSO Safety Patrol Officer to be present and monitor parking during the swim meets from 10am-noon

A shuttle (funded by the Swim Team) will make roundtrips from the offsite parking area to the Shearwater Amenity Center (Kayak Club), 100 kayak Way Saint Augustine, Florida 32092.

The drop-off of special needs, swimmers and tents is allowed, however due to limited parking, visitors must park at the team designated offsite parking location.

The continued use of shuttles will be utilized for the 2026 season. This plan and its financial viability will be reviewed annually by the swim team.

The following insert illustrates the parking spaces to be reserved for non-swim vehicles.

Signs directing Visiting Team vehicles to the off-site parking location will be placed on the morning of each Home Meet (2) and be removed prior to event completion.

Our Team:

Highly encouraged to walk, use golf cart parking, take advantage of drop-off area or utilize shuttle.

Visiting Team:

Drop-off area, then park at off-site location and be shuttled back to the event.

Marshalls:

Ensure safety of those in parking lot and parking in proper areas for benefit of other residents desiring to use amenities. Place restrictive cones in designated spots for lifeguard and staff use only.



EXHIBIT D

YOUTH PROGRAM SAFETY GUIDELINES

Introduction

To help protect minors, the Trout Creek Community Development District has developed the following list of guidelines. It is important that the Swim Team's paid staff, volunteers, parents and athletes understand and be educated on these guidelines and, to the extent practical, abide by these guidelines.

Purpose

These procedures are designed to reduce the risk of child sexual abuse in order to:

- Provide a safe and secure environment for children, youth, adults, members, volunteers, visitors, and Swim Team and its paid staff.
- Satisfy the concerns of parents and staff members with a screening process for Swim Team staff and volunteers overseeing youth programs at the District.
- Provide a system to respond to alleged victims of sexual abuse and their families, as well as the alleged perpetrator.
- Reduce the possibility of false accusations of sexual abuse made against Swim Team, its paid staff, and volunteers.

Protection and Prevention

Volunteer and Employee Screening Procedures:

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

Supervision Procedures

Unless an extenuating situation exists, Swim Team:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor facilities during activities involving minors.

- Will endeavor to release minors (here, minors is defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.
- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a "buddy system" whenever minors go on trips off of District property.
- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.
- Will designate a "confidential counselor" to whom any minor can go at any time, without special permission, to discuss any problems he or she is having.

Behavioral Guidelines for Paid Staff and Volunteer

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.

- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.
- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to the confidential counselor or other with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

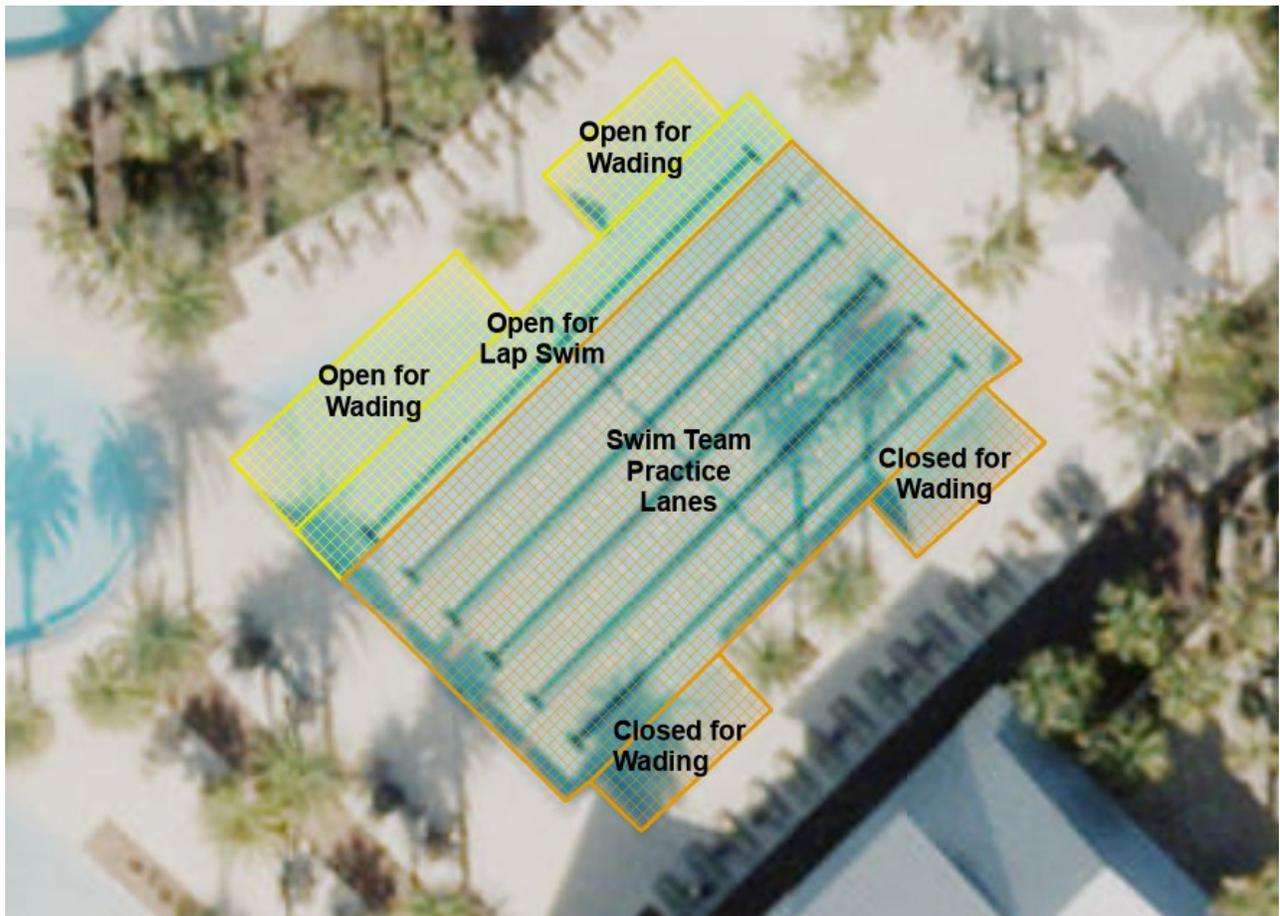
Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.
- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

EXHIBIT E

Designated Areas During Swim Team Practices



Tab 6

Jessica Knutelsky

From: contact eMaids <contact@emaidsfstaugustine.com>
Sent: Tuesday, February 17, 2026 7:26 PM
To: Jessica Knutelsky
Subject: Cleaning Service Proposal

You don't often get email from contact@emaidsfstaugustine.com. [Learn why this is important](#)

Good evening,

I apologize for the late response. It was truly a pleasure meeting you and your team. We would be honored to become your trusted cleaning partner.

At our company, we pride ourselves on delivering reliable, top-quality service with great attention to detail. Based on our walkthrough, we recommend scheduling cleaning services every Wednesday and Thursday. To ensure the highest standards, we would assign three cleaners for a minimum of 4 to 5 hours per visit.

Our detailed cleaning plan would include:

- Thorough dusting, vacuuming, and mopping of all areas
- Cleaning and disinfecting all surfaces
- Emptying all specified trash bins and replacing liners
- Spotless sanitizing of all gym equipment
- Proper wiping and cleaning of all exterior furniture (Gym area)
- Cleaning interior and exterior glass on all access doors
- Complete bathroom cleaning and exterior dusting during every visit

Workflow plan:

- Cleaner #1 will begin in the gazebo area, then move to the office and clubhouse.
- Cleaners #2 and #3 will start in the gym area and handle exterior furniture.
- Once the gym and exterior areas are completed, they will join Cleaner #1 to finish the office and clubhouse.
- All bathrooms will be completed toward the end of the visit to ensure freshness.

Our price for each cleaning visit would be **\$450**. We truly want to offer you the best possible rate and are happy to discuss options to meet your expectations and budget.

Please don't hesitate to reach out with any questions. We are committed to providing reliable, top-quality cleaning services and would love the opportunity to work together.

Thank you again for your time and consideration.

.....: If needed, we can offer a different plan with two cleaners working 4–5 hours each day. Over the two days available, we would complete the full deep clean. Most of the work would be finished on Day 1, and on Day 2 we would focus on the remaining details to ensure everything is completed to 100%.

Our goal is to support your regular weekly cleaner and leave the property in excellent condition. We truly want to provide you with the best and most budget-friendly option possible.:

Best regards,
Claude Gaudet

Best,
Claude
Manager
eMaids of St Augustine/Jacksonville
Phone number: 1-904-740-4141
Email: admin@emaids of St Augustine



Tab 7

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)2.C., FLORIDA STATUTES AND INSTRUCTING THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT’S GENERAL ELECTION; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Trout Creek Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “**Board**”) seeks to implement Section 190.006(3)(a)2.c., *Florida Statutes*, and to instruct the Supervisor of Elections for St. Johns County, Florida (“**Supervisor of Elections**”), to conduct the District’s elections by the qualified electors of the District at the 2026 general election (“**General Election**”).

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

1. CURRENT BOARD MEMBERS. The Board is currently made up of the following individuals, seats and terms:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Vincent Sajkowski	November 2026
2	Clint Wright	November 2026
3	Ronnie Murphy	November 2028
4	Heather Loffredo	November 2028
5	Jim Breslin	November 2028

2. GENERAL ELECTION SEATS. Seat 1 and Seat 2 with terms expiring in November 2026 are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections of the seats subject to General Election for the current election year, and for each subsequent election year.

3. QUALIFICATION PROCESS. For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

4. **COMPENSATION.** Each member of the Board is entitled to receive \$200 per meeting for their attendance; up to a maximum of \$4,800 per year.

5. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four (4) years. The newly elected Board members shall assume office on the second Tuesday following the election.

6. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests that the Supervisor of Elections conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.

7. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

9. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 26th day of February 2026.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A: Sample Notice of Qualifying Period

EXHIBIT A
SAMPLE NOTICE OF QUALIFYING PERIOD

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Trout Creek Community Development District will commence at **noon on Monday, June 8, 2026, and close at noon on Friday, June 12, 2026**. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at 4455 Avenue A, Suite 101, St. Augustine, FL 32095. The Supervisor of elections may be contacted by phone at (904) 823-2238. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Trout Creek Community Development District has two (2) seats up for election through the general election process, specifically Seats 1 and 2. Each seat carries a four (4)-year term of office. Elections are non-partisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the St. Johns County Supervisor of Elections.

Publish on or before _____, 2026

Tab 8

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING POLICIES RELATING TO PARKING AND PARKING ENFORCEMENT.

WHEREAS, the Trout Creek Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the St. John’s County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “**Board**”) is authorized under Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt policies, rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. The Board intends to adopt *Rules Relating to Parking and Parking Enforcement, Policy No. 1* (the “**Policy**”), a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on such Policy at a meeting of the Board to be held on _____ at _____ a.m./p.m. at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes* and all prior actions taken for the purpose of publishing notice are hereby ratified.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of February 2026.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Policy for Parking and Parking Enforcement

Exhibit A

Proposed Policy for Parking and Parking Enforcement

[Begins on following page.]

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
RULES RELATING TO PARKING AND PARKING ENFORCEMENT, POLICY NO. 1

On [_____] at a duly noticed public meeting, the Board of Supervisors of the Trout Creek Community Development District (“District”) adopted the following policies to govern parking and parking enforcement on certain District property (“Policy”). This Policy repeals and supersedes all prior District rules or policies governing the same subject matter.

Section 1. Introduction and Application. The District finds that Vehicles and Vessels (as defined below) parked (as defined below) on certain District property may create hazards and danger to the health, safety, and welfare of District residents, paid users, and the public, and may damage District property. This Policy is intended to provide a means by which the District may address improperly parked Vehicles and Vessels, including by towing/removal, subject to the requirements of applicable law and the procedures in this Policy.

SECTION 2. DEFINITIONS.

- A. *Abandoned.* Any Vehicle or Vessel that, for a period of two (2) weeks, has remained in the same location without being moved shall be deemed abandoned/
- B. *Overnight.* Between the hours of 10:00 p.m. and 5:00 a.m. daily.
- C. *Park / Parking.* To stop, stand, or leave a Vehicle or Vessel, whether attended or unattended, except when stopping temporarily for the purpose of and while actually engaged in loading or unloading persons or property.
- D. *Tow-Away Zone.* District property (including, where applicable, District-owned or District-controlled roadways and rights-of-way) in which parking is prohibited and in which the District is authorized to initiate towing and/or removal, as identified in **Exhibit A** and by posted signage. During Overnight hours, District-owned or District-controlled roads are designated Tow-Away Zones, subject to the signage requirements in Section 5.
- E. *Vehicle.* Any motor vehicle, trailer, or other wheeled conveyance that is used or capable of being used as a means of transportation on land for persons or property.
- F. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS.

- A. *Tow-Away Zones.* The areas indicated on the map attached hereto as **Exhibit A**, including all roadways within the District, are hereby designated as Tow-Away Zones during Overnight hours for all Vehicles. Except where expressly designated for Parking (e.g., marked parking spaces or signed parking areas), Vehicles may not Park on District property at any time. Notwithstanding the foregoing, Vehicles may Park for a maximum

of five (5) minutes in the designated 'Mail Parking' or '5-Minute Parking' zones located at Appleton Court, Bramble Court, Belfort Court, and Tyson Court; parking in these areas in excess of five (5) minutes is prohibited. Parking is prohibited at all times on any grassy or landscaped areas on District property, including common areas, pond banks, and areas bordering roadways, unless the District grants a written exception in advance. **Any Vehicle parked on District Property, including District roads, if any, must do so in compliance with all laws, ordinances, and codes, and shall not block access to driveways, property entrances, fire hydrants, fire lanes and mailbox access.**

- B. *Abandoned Vehicles and Vessels.* Abandoned Vehicles and Vessels are not permitted to be Parked on District property at any time and are subject to towing at the owner's expense.
- C. *Manner of Parking.* Vehicles and Vessels may not be Parked such that they utilize more than one (1) marked parking space, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District's property, restrict the normal operation of the District's business, or otherwise pose a danger to the District, its residents and guests, the general public, or the property of same.
- D. *Exceptions.*
 - a. Special Circumstances. District staff may issue a Parking permit to authorize an exception to this Policy for special events or as necessitated by special circumstances, in which case the Parking permit shall be for a limited time and shall be posted on the windshield of the Vehicle or Vessel.
 - b. Vendors and Food Trucks. Food Trucks invited to special District events and District vendors performing District business are exempt from this Policy; provided, however, that such Food Trucks and vendors may not Park in a manner which threatens the health, safety, and welfare of District residents and guests, or causes property damage, and are subject to special instructions issued by the District for their Parking.
 - c. Delivery Vehicles and Governmental Vehicles. Delivery Vehicles, including, but not limited to, Vehicles associated with U.S.P.S., U.P.S., Fed Ex, moving companies, and District vendors are exempt from this Policy while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also Park on District property while carrying out official duties.

SECTION 4. ENFORCEMENT.

- A. *Towing.* Vehicles or Vessels Parked in violation of this Policy may be towed in the District's discretion and in accordance with the requirements and procedures set forth at Section 5 herein.
- B. *Amenity Suspension.* The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Policy, in accordance with the District's adopted *Suspension and Termination of Access Rule*.

SECTION 5. TOWING/REMOVAL PROCEDURES.

- A. Signage and Language Requirements.** Signage-provisioned notice shall be approved by the District's Board of Supervisors and shall be posted on District property in conspicuous locations and in a manner consistent with the requirements of section 715.07, *Florida Statutes*.
- B. Towing/Removal Authority.** To effect towing/removal of a Vehicle or Vessel, the District Manager or Manager's designee must verify that the subject Vehicle or Vessel was not authorized to Park under this Policy. To the extent that the District has entered into an agreement with an authorized towing service in accordance with Section 5.C., such towing service may patrol the District for Policy violations (i.e., "roam" towing), but the District must authorize, in writing (in a form agreed in the towing agreement), the removal of such unauthorized Vehicle or Vessel. Any such removal, including towing fees, release fees, storage fees, etc., shall be at the owner's expense. The Vehicle or Vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

Section 6. Parking At Your Own Risk. Any permitted Parking pursuant to this Policy is at the driver's own risk. The District assumes no liability for any theft, vandalism, and/or damage that might occur to personal property and/or Vehicles or Vessels. Parking is subject to all applicable Flagler County laws, ordinances, and regulations, and law enforcement may take action to enforce all such laws, ordinances, and regulations.

Section 7. Amendments. Designated Amenity Parking areas may be added to or removed from this Policy without a formal hearing by motion of the District's Board of Supervisors, subject to installation of proper signage, adoption of a new map, and compliance with all other requirements of Florida law. Requirements of this Policy may be suspended by the District's Board of Supervisors or by the District Manager for good cause.

Exhibit A: Parking Map

Specific Authority: §§ 190.011(5), 190.012(2)(d), and 190.041, *Fla. Stat.*

Effective date: [DATE OF ADOPTION]

EXHIBIT A

Draft

Tab 9

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY RELATED TO COMMERCIAL USE AND SALES ON DISTRICT PROPERTY; AND PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Trout Creek Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, as amended, and being situated in St. Johns County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt rules, rates, fees and policies to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors (“**Board**”) finds that it is in the best interests of the District to adopt by resolution a Commercial Use and Sales on District Property Policy (“**License Agreement Policy**”), attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board further finds that the imposition of fees for utilization of District property for such use is necessary in order to provide for the expenses associated with the operation and maintenance and additional wear and tear and is in the best interests of the District; and

WHEREAS, the Board finds that the policy outlined herein is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities.

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

SECTION 1. The attached License Agreement Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. Said policy shall stay in full force and effect until such time as they are otherwise amended by the Board and supersede any prior policies related to amenity facilities previously adopted by the Board.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

PASSED AND ADOPTED this 26th day of February 2026.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A
License Agreement Policy

1. All commercial enterprises seeking to utilize District property must enter into a License Agreement with the District. As part of this agreement, the commercial enterprise is required to remit 10% of its gross revenues generated from activities conducted on District property. The gross revenues must be supported by sufficient documentation, which the enterprise must provide to the District.
2. The District's onsite staff is authorized to waive the requirements of this policy for any organization classified as a 501(c)(3) under the Internal Revenue Code, provided that the organization presents a valid tax-exempt certificate to the District.

Tab 10

MINUTES OF MEETING

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

TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

The 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. 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	Board Supervisor, Chairman – <i>Joined Meeting in Progress</i>
Heather Loffredo	Board Supervisor, Vice Chairperson
Jim Breslin	Board Supervisor, Assistant Secretary
Ronnie Murphy	Board Supervisor, Assistant Secretary
Vincent Sajkowski	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Co., Inc.
Belynda Tharpe	General Manager, First Service Residential
Jessica Knutelsky	Assistant Manager, First Service Residential
Chris Loy	District Counsel, Kilinski Van Wyk
Jennifer Kilinski	District Counsel, Kilinski Van Wyk
Roger Claxton	Ruppert Landscaping
Mike Yuro	District Engineer, Yuro & Associates
Chris Kenny	Prestige Landscape
Howard McGaffney	FCS Management Group

Members of the public present.

**Shade session was cancelled.*

REGULAR MEETING AGENDA:

FIRST ORDER OF BUSINESS

CALL TO ORDER

Ms. Loffredo called the meeting to order 6:00 p.m.

50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95

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 heard on the following items:

- Calcutta Drive and the crosswalk to the multi-use path
- Dream finders and parking on grass
- New bushes on 16 and size
- Light at Buffalo Court and Calcutta
- Fence ticket with the County closed and fence on a private property line
- Tower Court bushes
- Roundabout for golf carts at the end of Shearwater Parkway
- Trees in open areas near townhomes
- Playground request
- Resident focus group
- Vandalism
- Common areas at 360 Communities
- Mail station and Rosemont lighting request

FOURTH ORDER OF BUSINESS

STAFF REPORTS

A. District Counsel

1.) Status of Settlement Agreement with Developer

a) Presentation of Draft Settlement Agreement

Mr. Loy provided an update on the status of the settlement agreement and requested changes.

On a motion by Mr. Wright, seconded by Mr. Murphy, with all in favor, the board approved the draft settlement agreement in substantial form allowing staff to edit and bring back to the board for ratification, for Trout Creek Community Development District.

Authority was delegated to Mr. Wright to work with Mr. Loy's office between meetings regarding revisions to the settlement agreement.

2.) Discussion Regarding Scenic Buffer Concerns

Mr. Loy updated the board that the County is reluctant to bring enforcement action on the open code violation since there continues to be so much activity in this area. It was noted that it is up to the County to enforce their code.

96 Mr. McGaffney has an introductory meeting scheduled with the County and Developer.
 97 The Board requested a member to be present that has the background on the issues at
 98 Shearwater. Mr. McGaffney explained that this is simply a fact-finding meeting following
 99 a meeting that he has scheduled with the developer separately and that there will be no
 100 board members or residents in attendance.

101 **B. District Engineer**

102 **1.) Consideration of Road Resurfacing Proposals**

103
 104 Proposals were received from Vallencourt, Duval Asphalt, All Pro and First Coast
 105 Asphalt Solutions to mill and resurface Shearwater Parkway and Kayak Club Drive as
 106 identified in the bid plans dated 12/23/25. Discussion ensued.
 107
 108
 109

On a motion by Mr. Wright, seconded by Mr. Murphy, with all in favor, the board approved the proposal from Duval Asphalt for road resurfacing in the amount of \$180,408.59, to be completed during the week of Spring Break (March 16). If the work cannot be completed during that period, it will be scheduled for May to avoid school traffic, for Trout Creek Community Development District.

110
 111 **2.) Outflow Updates**

112
 113 Mr. Yuro did not have any outflow updates at this time.
 114

115
 116 Mr. Loy noted that they had received a response from their council for information as
 117 permitted under statute, and his firm should be responding back tomorrow.
 118

119 Mr. Yuro then provided some updates on additional crosswalks needed throughout the
 120 community. Mr. Yuro also updated the Board on a request to tie a drainage repair into a
 121 pond. Mr. Yuro noted that he will provide standard details to Mr. Loy, Ms. Tharpe, and
 122 the Board showing how to address a request of this nature.
 123

124 **C. Landscape Maintenance Service Reports**

125
 126 Mr. Wright updated the remainder of the Board that he had a conversation with the
 127 County and Mr. Kenny from Prestige regarding the front entry and completion of the
 128 work along SR 210. Mr. Kenny will provide a proposal to repair any irrigation and for
 129 landscape replacement to bring the entry back to standard prior to construction being
 130 completed, to have those figures available for comparison to what the County provides.
 131

132 **1. Consideration of Prestige Landscape Proposals**

133
 134 The board reviewed two proposals for the Timberwolf roundabout. Discussion ensued
 135 regarding the expense and proposed enhancement designs.
 136

137 The board took no action at this time and then moved to the landscape report
 138 presentation from Rupert.
 139

140 **D. Pond Aquatics Service Reports**

141 **1. Ratification of Charles Aquatics Service Proposal Adding 4 Ponds**

142 On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the board approved
143 adding four ponds in the Woodlands at an expense of \$242.00 per month and the First
Amendment to the contract reflecting such, for Trout Creek Community Development
District.

144 **E. General Manager**

145 **1. Consideration of Request for HUB Early Closure on January 23,**
146 **2026**

147 The board had no objection to the early HUB closure on January 23, 2026 for the FSR
148 awards ceremony.

149 **2. Consideration of Falls Park Improvement Proposal(s)**

150 These proposals were tabled for further review later in the spring.

151 **3. Consideration of Outpost Fire Pit Proposal and Rental**
152 **Reservations**

153 Discussion ensued regarding the options presented for the Outpost Fire Pit proposal,
154 including repairs and rental reservations, with it being noted that adding fees would
155 require a public hearing.

156 The Board provided directions to rebuild the fire pit, add a lid and lock, and update the
157 policies to include controlled reservations, with no fees being charged.

158 **F. District Manager**

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

160 Ms. Gallagher provided an update on the assessments received from the Tax Collector
161 and reserve fund transfer.

162 On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the board directed
163 the CBus additional pool tile proposal in the amount of \$32,039.15 to be paid from the
164 reserve account, for Trout Creek Community Development District.

165 On a motion by Mr. Wright, seconded by Mr. Murphy, with all in favor, the board directed
166 the Duval Asphalt milling and resurfacing in the amount of \$180,408.59 to be paid from
167 the reserve account, for Trout Creek Community Development District.

178 Board approved a shade session for the next regularly scheduled meeting with the
179 same participants as listed in the past.
180

181
182 **The board then moved back to agenda item 4C1 – Consideration of Prestige
183 Landscape Proposals*
184

185 **FIFTH ORDER OF BUSINESS**

**CONSIDERATION OF
PRESTIGE LANDSCAPE
PROPOSALS**

186
187
188

On a motion by Mr. Breslin, seconded by Mr. Wright, with all in favor, the board selected the option #1 proposal from Prestige for the roundabout enhancement in the amount of \$9,236.45 as landscape improvement, for Trout Creek Community Development District.

189
190
191 **SIXTH ORDER OF BUSINESS**

**CONSIDERATION OF TENNIS
FENCE AND GATE REPAIR
PROPOSALS**

192
193
194

On a motion by Mr. Murphy, seconded by Mr. Breslin, with all in favor, the board approved the proposal from Sterling for the tennis fence and gate repairs in the amount of \$12,260.00, for Trout Creek Community Development District.

195

On a motion by Mr. Wight, seconded by Ms. Loffredo, with all in favor, the board amended their motion to pay this project out of the reserve account, for Trout Creek Community Development District.

196
197
198 **SEVENTH ORDER OF BUSINESS**

**CONSIDERATION OF MEETING
AUDIO/VISUAL
BROADCASTING PROPOSALS**

199
200
201
202 The board reviewed options for meeting audio visual broadcasting equipment and
203 services. Discussion ensued regarding the need for closed captioning if the CDD is
204 broadcasting.
205

On a motion by Mr. Wight, seconded by Ms. Loffredo, with all in favor, the board approved the Lutt Media proposal for option #2 but to also include closed captioning in the amount of \$350.00 per stream on a month-to-month basis for regular meetings only and not workshops, for Trout Creek Community Development District.

206
207
208 The board also directed staff to purchase the materials presented from Amazon and to
209 begin using a “U” shaped table set up for meetings beginning in March.
210
211
212

213 **EIGHTH ORDER OF BUSINESS**

**CONSIDERATION OF FIRST
AMENDMENT TO POOL
RESURFACING AGREEMENT
- PROJECT TIMELINE &
PLASTER SELECTION –
UNDER SEPARATE COVER**

214
215
216
217
218
219

On a motion by Mr. Wight, seconded by Mr. Breslin, with all in favor, the Board approved extending the completion timeline of the BCuss pool resurfacing agreement to February 13, 2026 and plaster selection to cobalt white, for Trout Creek Community Development District.

220
221 **NINETH ORDER OF BUSINESS**

**CONSIDERATION OF
SEAFORTH GOLF CART AREA
IMPROVEMENTS PROPOSAL**

222
223
224
225
226

The Board provided direction for staff to move forward with option # 1 for the wood fence in the amount of \$1,260.00 and install signs.

227
228
229 **TENTH ORDER OF BUSINESS**

**DISCUSSION OF DOG PARK
HOURS OF OPERATION AND
LIGHTING**

230
231
232
233
234

This item was tabled to a future meeting to bring back a policy, lighting and signage amendments.

235
236 **ELEVENTH ORDER OF BUSINESS**

**CONSIDERATION OF NADAR’S
FIRE ANT PEST CONTROL
SERVICE AGREEMENT**

237
238
239
240

On a motion by Mr. Wight, seconded by Mr. Breslin, with all in favor, the Board approved Nadar’s agreement for fire ant control at the community garden and dog parks, for Trout Creek Community Development District.

241
242 **TWELFTH ORDER OF BUSINESS**

**CONSIDERATION OF DISTRICT
MANAGEMENT CONTRACTS**

243
244
245
246
247
248

District Counsel updated the board that he had circulated revised copies of the FCS Management and Vesta agreements earlier in the day shifting some of the administrative responsibilities from FCS Management to Vesta.

On a motion by Mr. Wight, seconded by Ms. Loffredo, with all in favor, the Board approved the agreements as amended, for Trout Creek Community Development District.

249
250

THIRTEENTH ORDER OF BUSINESS

CONSENT AGENDA

On a motion by Mr. Wight, seconded by Ms. Loffredo, with all in favor, the Board removed items 6D (Ratification of License Agreement with 360 Communities at Shearwater) & F (Ratification of Requisitions CR 6 through 9, Series 2025 and CR 52, Series 2018) from the consent agenda to allow for discussion, for Trout Creek Community Development District.

A.) Consideration of Minutes for the Board of Supervisors' Meeting held on December 17, 2026

B.) Consideration of Minutes for the Workshop held on January 6, 2026

C.) Ratification of Operations & Maintenance Expenditures for November 2025

E.) Ratification of the Actions of the Chairman and Staff Relating to Reimbursing Resident's Catering and Rental Cost

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on December 17, 2026, the minutes of the Workshop held on January 6, 2026, Ratification of Operation and Maintenance Expenditures for November in the amount of \$231,712.14, and Ratification of the Actions of the Chairman and Staff Relating to Reimbursing Resident's Catering and Rental Cost as amended for Trout Creek Community Development District.

D.) Ratification of License Agreement with 360 Communities at Shearwater

Discussion ensued regarding why the CDD is maintaining any of the areas within 360 Communities. Mr. Kenny will review further; however, the current licensing agreement allows 360 Communities to install and maintain the dog waste stations themselves.

On a motion by Mr. Murphy, seconded by Mr. Breslin, with all in favor, the Board ratified the License Agreement with 360 Communities at Shearwater, for Trout Creek Community Development District.

F.) Ratification of Requisitions CR 6 through 9, Series 2025 and CR 52 Series 2018

Ms. Kilinski reviewed CR 52, Series 2018 due to developer.

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board ratified CR 6-9, Series 2025 and CR 52, Series 2018, for Trout Creek Community Development District.

FOURTEENTH ORDER OF BUSINESS

SUPERVISOR REQUESTS

Ms. Loffredo read a statement that she had prepared (Exhibit A).

Mr. McGaffney noted that he will not be in attendance at the next meeting.

Items requested for the workshop included trees and Crosswalk at Shearwater Parkway and 16A.

Members of the public then exited the meeting as the Board moved into the closed session to discuss security plans of the district at 8:42 pm.

FIFTEENTH ORDER OF BUSSINESS

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.**

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved the direction given to staff during the closed security session and to hold a second closed session to further discuss as part of the February meeting, for Trout Creek Community Development District.

**Mr. Wright left the meeting.*

SIXTEENTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Ms. Loffredo, seconded by Mr. Sajkowski, with all in favor, the Board adjourned the meeting at 8:27 p.m., for Trout Creek Community Development District.

324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344

Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

Exhibit A

Lifestyle Future Project Pricing – Process Overview

At this time, we are in the very early exploratory phase regarding potential lifestyle (District) amenity projects, including:

- Pickleball courts
- Basketball courts
- A possible second pool
- Café upgrades/ Snack Bar

Currently, we have approximately one-third of the total pricing information, with additional details still pending from vendors and consultants. Until complete and accurate figures are received, it would be inappropriate to estimate costs or rely on online “ballpark” numbers. I do not want to present assumptions or Google-based estimates that could be misleading or inaccurate. All cost estimates must be specifically tailored to the District.

In addition, if any item reaches the \$195K threshold, it would need to go out for an RFP, as that isn’t something staff can approve or consider independently

While I appreciate the enthusiasm and involvement of the Resident Advisory Board, discussions around final pricing, timelines, or funding are premature at this stage. Those conversations place the cart before the horse, as we are not yet in a position to provide formal presentations or engage in meaningful financial analysis.

Next Steps Once Information Is Complete

Once we receive accurate and comprehensive pricing:

- I will prepare an extensive comparison spreadsheet outlining projected costs, variables, and assumptions.
- A PowerPoint presentation will be developed for formal board discussion.
- Only after board direction would we consider next-phase exploration.

At this point, the only potential near-term consideration would be whether the Board wishes to include architectural and preliminary design fees in the 2026–2027 budget to explore feasibility further.

Realistic Timeline

It is important to set clear expectations:

- These projects are long-range concepts.
 - Realistically, any of them are 2–5 years away from potential construction, if they proceed at all.
 - No final decisions, approvals, or funding discussions are currently underway.
-

Public Engagement

If the Board ultimately decides to move forward beyond exploration:

- Town halls will be held
- Residents will be provided with:
 - Professional drawings
 - Renderings
 - Confirmed budgets
 - Clear funding scenarios

We are far from that point today.

Administrative Direction

To avoid confusion and unnecessary animosity, I have discussed with staff not to continue sending piecemeal information as it becomes available, and I ask that the Board to refrain from requesting such updates until we are fully prepared. Partial data without context leads to misunderstandings and incorrect conclusions.

When complete and accurate information is available, it will be formally presented to the Board in a structured and transparent manner.

Tab 11

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 **special** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **February 6, 2026, at 10:00 a.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

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

Also present were:

Belynda Tharpe	General Manager, First Service Residential
Howard McGaffney	District Manager, Vesta/FCS Management Group

Members of the public present.

REGULAR MEETING AGENDA:

FIRST ORDER OF BUSINESS

CALL TO ORDER

Mr. Wright called the meeting to order 10:00 a.m.

SECOND ORDER OF BUSINESS

PLEDGE OF ALLEGIANCE

The pledge of allegiance was recited.

50 **THIRD ORDER OF BUSINESS**

**GENERAL AUDIENCE
COMMENTS (AGENDA AND
GENERAL COMMENTS
LIMITED TO 3 MINUTES EACH)**

51
52
53
54
55 Public comment from a resident regarding the resolutions and appointments. Mr.
56 McGaffney provided responses that these were administrative necessities to move
57 forward with replacing prior management team with new management team as it relates
58 to positions, and signatories.

59
60 **FOURTH ORDER OF BUSINESS**

**CONSIDERATION & ADOPTION
OF RESOLUTION 2026-04,
APPOINTING & REMOVING
OFFICERS**

61
62
63
64
On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the board adopted Resolution 2026-04, Appointing and Removing Officers, for Trout Creek Community Development District.

65
66 **FIFTH ORDER OF BUSINESS**

**CONSIDERATION & ADOPTION
OF RESOLUTION 2026-05,
DESIGNATING SIGNATORIES**

67
68
69
70
On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the board adopted Resolution 2026-05, Designating Signatories, for Trout Creek Community Development District.

71
72
73 **SIXTH ORDER OF BUSINESS**

**CONSIDERATION & ADOPTION
OF RESOLUTION 2026-06,
DESIGNATING
ADMINISTRATIVE OFFICE**

74
75
76
77
78
On a motion by Mr. Wright, seconded by Mr. Murphy, with all in favor, the board adopted Resolution 2026-06, Designating Administrative Office, for Trout Creek Community Development District.

79
80
81 **SEVENTH ORDER OF BUSINESS**

**CONSIDERATION & ADOPTION
OF RESOLUTION 2026-07,
DESIGNATING
DISSEMINATION AGENT**

82
83
84
85
On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the board adopted Resolution 2026-07, Designating Dissemination Agent, for Trout Creek Community Development District.

86
87
88
89
90

91
92
93
94
95
96
97
98
99
100
101
102
103

104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129

EIGHTH ORDER OF BUSINESS

**CONSIDERATION OF
TERMINATION OF BUSTERS
CLEANING**

On a motion by Mr. Wright, seconded by Ms. Loffredo, with all in favor, the Board approved the termination of Busters Cleaning, for Trout Creek Community Development District.

NINETH ORDER OF BUSINESS

SUPERVISOR REQUESTS

No supervisor requests.

TENTH ORDER OF BUSINESS

AUDIENCE COMMENTS

No audience comments.

ELEVENTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Wright, seconded by Mr. Breslin, with all in favor, the Board adjourned the meeting at 10:27 a.m., for Trout Creek Community Development District.

130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149

Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

Tab 12

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**

WORKSHOP MINUTES

The **workshop** of the Board of Supervisors of the Trout Creek Community Development District was held on **February 10, 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:

CALL TO ORDER TIME: 10:00 a.m.

ROLL CALL:

Supervisors Present: Clint Wright, Heather Loffredo, Ronnie Murphy, Jim Breslin, Vincent Sajkowski

Staff Present: GM-Belynda Tharpe, AGMS-Jessica Knutelsky, Howard “Mac” McGaffney (FCS Management Group)

DISCUSSION ITEMS

- A. Tree Installation: This discussion was in reference to the common area between the Lennar townhomes.
- B. Crosswalk at Shearwater Parkway and 16A-Ryan Homes Future Entrance
- C. Discuss Other Matters Concerning District
 - a. Board discussed with AGM the agreement with company that will be videoing the CDD meetings.
 - b. Supervisor Sajkowski asked for an updated Security review from Tim Folwer at FSR.
 - c. Discussion regarding Comcast. This item was requested to be placed on the February mtg. agenda.

ADJOURNMENT TIME: 11:27 a.m.

TAB 13

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures Presented For Board Approval December 2025

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2025 through December 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$406,741.39**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
All Weather Contractors, Inc.	800300	204459	Maintenance & Repairs 11/25	\$ 255.00
Amazon Capital Services, Inc.	800301	134V-HWT1-DR39	Miscellaneous Supplies 11/25	\$ 2,936.44
Amazon Capital Services, Inc.	800301	1DTN-41D1-T6LV	Janitorial Supplies 11/25	\$ 29.98
Amazon Capital Services, Inc.	800301	1FJX-L7J3-MH3W	Cafe Materials 11/25	\$ 51.70
Amazon Capital Services, Inc.	800301	1GHN-CM1T-LJF3	Special Events 11/25	\$ 120.78
Amazon Capital Services, Inc.	800301	1HJH-R39D-DFTH	Dog Waste Supplies & Maintenance 11/25	\$ 86.98
Amazon Capital Services, Inc.	800301	1JQ4-R6WX-69JC	Special Events 12/25	\$ 109.52
Amazon Capital Services, Inc.	800301	1KK3-LTFV-TL4P	Holiday Decorations 12/25	\$ 1,895.61
Amazon Capital Services, Inc.	800301	1RDP-WDN1-LKTG	Special Events 12/25	\$ 36.99
Amazon Capital Services, Inc.	800301	1TKV-VJMM-FTMQ	Janitorial Supplies 11/25	\$ 27.78
Amazon Capital Services, Inc.	800301	1V6R-VKVX-XV7D	Special Events 12/25	\$ 21.22

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Arrow Exterminators	800302	64668226	Pest Control 11/25	\$ 116.00
Arrow Exterminators	800302	64668227	Pest Control 11/25	\$ 96.00
Arrow Exterminators	800302	65036511	Pest Control 12/25	\$ 116.00
Arrow Exterminators	800302	65036602	Pest Control 12/25	\$ 59.00
ASCAP	800303	500826540.4	License Fees 11/25-10/26	\$ 866.00
AT&T	20252101-1	110525-323382736 ACH	Phone, Internet & Cable Services 11/25	\$ 136.08
AT&T	20251202-4	110825-324079257 ACH	Phone, Internet & Cable Services 11/25	\$ 172.57
AT&T	20251218-2	151561791-112525 ACH	Internet Services 12/25	\$ 32.10
AT&T	20251218-3	158596576-120225 ACH	Phone, Internet & Cable Services 12/25	\$ 30.00
AT&T	20251218-1	299942543-112525 ACH	Internet Services 12/25	\$ 32.10
AT&T	20251218-4	323382736-120525	Phone, Internet & Cable Services 12/25	\$ 160.32

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Buster's Cleaning Service	800304	164	Janitorial Services 12/25	\$ 1,600.00
C BUSS Enterprises, Inc.	800305	4868	Pool Maintenance 12/25	\$ 2,881.70
Chiller Medic, Inc.	800292	14167	Maintenance & Repairs 07/25	\$ 1,100.00
Cintas Corporation	800306	4245017116	Janitorial Supplies 09/25	\$ 249.59
Cintas Corporation	800306	4248701255	Janitorial Supplies 11/25	\$ 185.80
Cintas Corporation	800306	4249417330	Janitorial Supplies 11/25	\$ 187.21
First Coast Vendor Village	800298	324-112125 Kids	Special Events 12/25	\$ 650.00
First Coast Vendor Village	800298	324-112525 Winter	Special Events 12/25	\$ 5,050.00
FirstService Residential Florida, Inc.	800307	11101857	Management Fee 11/25	\$ 1,937.00
FirstService Residential Florida, Inc.	800307	11103335	Amenity Staff 10/25	\$ 29,715.20
FirstService Residential Florida, Inc.	800307	11108553	Management Fee 12/25	\$ 1,937.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Natural Gas	20251202-1	1345757ES ACH	Natural Gas Services 10/25	\$ 21.64
Florida Power & Light Company	20251216-16	0140560525-120325 ACH	Electric Services 11/25	\$ 349.08
Florida Power & Light Company	20251216-20	0260866256-010526-2	Electric Services 11/25	\$ 6,266.60
Florida Power & Light Company	20251217-1	0466019411-120525 ACH	Electric Services 11/25	\$ 73.58
Florida Power & Light Company	20251217-3	0608109518-120525 ACH	Electric Services 11/25	\$ 28.74
Florida Power & Light Company	20251203-1	110425-0260866256 ACH	Electric Services 10/25	\$ 10,594.81
Florida Power & Light Company	20251203-5	111225-0360211429 ACH	Electric Services 10/25	\$ 34.70
Florida Power & Light Company	20251203-2	111225-3947303305 ACH	Electric Services 10/25	\$ 59.02
Florida Power & Light Company	20251203-4	111225-6797976187 ACH	Electric Services 10/25	\$ 26.44
Florida Power & Light Company	20251203-3	111225-9841159305 ACH	Electric Services 10/25	\$ 48.77
Florida Power & Light Company	20251216-5	1302564545-120325 ACH	Electric Services 11/25	\$ 28.50

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 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	20251216-10	2843919206-120325 ACH	Electric Services 11/25	\$ 51.82
Florida Power & Light Company	20251216-6	3100454549-120325 ACH	Electric Services 11/25	\$ 33.23
Florida Power & Light Company	20251216-11	3510465036-120325 ACH	Electric Services 11/25	\$ 64.84
Florida Power & Light Company	20251216-3	4247480520-120325 ACH	Electric Services 11/25	\$ 2,483.69
Florida Power & Light Company	20251216-7	4404180145-120325 ACH	Electric Services 11/25	\$ 33.39
Florida Power & Light Company	20251216-4	4570521288-120325 ACH	Electric Services 11/25	\$ 26.02
Florida Power & Light Company	20251216-14	4801169204-120325 ACH	Electric Services 11/25	\$ 84.33
Florida Power & Light Company	20251217-4	4957183074-120525 ACH	Electric Services 11/25	\$ 25.66
Florida Power & Light Company	20251216-9	5771574547-120325 ACH	Electric Services 11/25	\$ 47.64
Florida Power & Light Company	20251216-13	6990141225-120325 ACH	Electric Services 11/25	\$ 79.14
Florida Power & Light Company	20251216-8	7590584277-120325 ACH	Electric Services 11/25	\$ 34.46

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 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	20251216-2	7815870527-120325 ACH	Electric Services 11/25	\$ 1,062.04
Florida Power & Light Company	20251216-12	8046829209-120325 ACH	Electric Services 11/25	\$ 74.96
Florida Power & Light Company	20251217-2	9223652372-120525 ACH	Electric Services 11/25	\$ 46.03
Florida Power & Light Company	20251216-15	9674009205-120325 ACH	Electric Services 11/25	\$ 305.29
Florida Power & Light Company	20251216-1	9949170527-120325 ACH	Electric Services 11/25	\$ 424.58
HD Supply Facilities Maintenance, Ltd	800308	0882224105	Maintenance & Repairs 11/25	\$ 170.51
HD Supply Facilities Maintenance, Ltd	800308	0882224106	Maintenance & Repairs 11/25	\$ 846.72
Hi-Tech System Associates	800309	78151	Maintenance & Repairs 11/25	\$ 190.00
Hi-Tech System Associates	800309	78522	Maintenance & Repairs 11/25	\$ 95.00
Hi-Tech System Associates	800309	78531	Maintenance & Repairs 11/25	\$ 95.00
Hi-Tech System Associates	800309	78532	Maintenance & Repairs 11/25	\$ 47.50

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hi-Tech System Associates	800309	434571	Security Monitoring & Maintenance 12/25	\$ 249.00
Hi-Tech System Associates	800309	434572	Security Monitoring & Maintenance 12/25	\$ 249.99
IPFS Corporation	800310	GAAD81715-120225 #3	Insurance 12/25	\$ 8,278.05
JEA	20251210-1	111825-9634626977 ACH	Water-Sewer Services 10/25	\$ 41,234.52
Kilinski Van Wyk, PLLC	800311	13502	Legal Services 10/25	\$ 16,970.12
Kilinski Van Wyk, PLLC	800311	13504	Legal Services 10/25	\$ 107.00
Kilinski Van Wyk, PLLC	800311	13505	Legal Services 10/25	\$ 1,331.92
Maximum Entertainment Trivia	800312	25	Special Events 11/25	\$ 350.00
MTMM Enterprises, LLC	800313	324-112825	Special Events 12/25	\$ 250.00
Poolsure	800299	131295633249	Pool Chemicals FY26/27	\$ 58,585.97
Prestige Landscapes of North Florida, Inc.	800314	12668	Landscape Maintenance 12/25	\$ 23,244.23

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Prestige Landscapes of North Florida, Inc.	800314	12670	Landscape Maintenance 12/25	\$ 24,818.70
Prestige Landscapes of North Florida, Inc.	800314	SWPH3-0003	Landscape Replacement 10/24	\$ 9,228.18
Progressive Entertainment, Inc.	800297	12810698	Special Events 10/25	\$ 1,100.00
Progressive Entertainment, Inc.	800297	12810704	Special Events 11/25	\$ 365.00
Progressive Entertainment, Inc.	800297	12920704	Special Events 12/25	\$ 4,110.00
Republic Services	20251209-1	0687-001580175 ACH	Waste Disposal Services 12/25	\$ 1,287.26
Rizzetta & Company, Inc.	800295	INV0000104483	Accounting Services 11/25	\$ 5,416.50
Rizzetta & Company, Inc.	800294	INV0000105298	Accounting Services 12/25	\$ 5,406.50
Romulo Pine Straw, Inc.	800315	324-101025	Straw 10/25	\$ 24,150.00
Romulo Pine Straw, Inc.	800315	324-111125	Straw 11/25	\$ 8,050.00
Ruppert Landscape, LLC	800316	770771	Landscape & Irrigation Maintenance 10/25	\$ 30,641.56

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Southern Breeze Outdoor Furnishings, LLC	700003	27481	Amenity Outdoor Furniture 12/25	\$ 39,850.00
Stephens Advertising, Inc.	800317	21019743	Maintenance & Repairs 11/25	\$ 3,475.00
Straight Pressure Washing and Mobile Detailing	800296	INV0019 Deposit	Pressure Washing 10/25	\$ 7,000.00
TECO	20251202-3	110625-211011457499 ACH	Natural Gas Services 10/25	\$ 60.24
TECO	20251202-2	110625-221008807523 ACH	Natural Gas Services 10/25	\$ 45.87
TECO	20251230-1	211011457499-120825 ACH	Natural Gas Services 11/25	\$ 70.88
TECO	20251230-2	221008807523-120825 ACH	Natural Gas Services 11/25	\$ 45.87
The Bank of New York Mellon	800318	00252-25-0070838	Trustee Fees Series 2020 FY25/26	\$ 4,400.00
The Sherwin-Williams Company	800319	4530-5	Maintenance & Repairs 09/25	\$ 110.30
The Sherwin-Williams Company	800319	5912-5	Maintenance & Repairs 09/25	\$ 45.03
The Sherwin-Williams Company	800319	6073-4	Maintenance & Repairs 10/25	\$ 72.36

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Tri-County Safety and Security	800320	B-1603	Deputy Services 11/25	\$ 2,906.08
Valley National Bank	20251225-1	CC113025-324 ACH	Credit Card Expenses 11/25	\$ 6,183.06
VGlobal Tech	800321	7947	Website Compliance & Management 12/25	\$ 100.00
VGlobal Tech	800321	7965	Website Compliance & Management 12/25	\$ 175.00
W.B. Mason Co., Inc.	800322	258455029	Janitorial Supplies 11/25	<u>\$ 41.80</u>
Report Total				<u>\$ 406,741.39</u>

TAB 14

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

MEMORANDUM

TO: Mike Yuro, **Yuro & Associates**
Clint Wright, **Chairperson**

FROM: Tiffany Judd/Garrett Lee
Trout Creek Community Development District

DATE: December 22, 2025

RE: Series 2025 Construction Requisition(s) #CR 10

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.

glee@rizzetta.com

If you have any questions, please do not hesitate to call me at (813) 533-2950.

Green Cove Golf Carts LLC

\$12,275.00

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 22, 2025

(A) Requisition Number: **CR 10**

(B) Name of Payee: **Green Cove Golf Carts LLC**
625 Oak Street
Green Cove Springs, FL 32043

(C) Amount Payable: **\$12,275.00**

(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) #1210 for a Golf Cart for the District**

(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

GREEN COVE GOLF CARTS

PROTECT WHAT MATTERS. ENJOY THE RIDE.

INVOICE

SELLER:**GREEN COVE GOLF CARTS LLC**

625 Oak Street

Green Cove Springs, FL 32043

Phone: (904) 495-1089

INVOICE # 1210

DATE: 12/10/2025

BUYER:

Trout Creek Community Development District

2806 N. 5th Street, Suite 403

St. Augustine, FL 32084

Phone: (904)-436-6270

Email: Melissa Dobbins – mdobbins@rizzetta.com

GOLF CART BILL OF SALE

BE IT KNOWN, that for payment in the sum of \$12,275.00, the full receipt of which is acknowledged, the undersigned GREEN COVE GOLF CARTS LLC (SELLER) hereby sells and transfers to Trout Creek CDD (BUYER), the following described Sierra LSV (GOLF CART)

MAKE: SIERRA LSV	MODEL: AX4
YEAR: 2026	COLOR: Blue/Black
SERIAL #: 1418063	

SALES PRICE:	\$12,000.00
XL Cargo Trunk & Premium Hitch	\$275.00
TOTAL AMOUNT DUE:	\$12,275.00
PAYMENT METHOD:	CASH
DATE OF SALE:	DECEMBER 10, 2025

The sale is subject to the following conditions and representations:

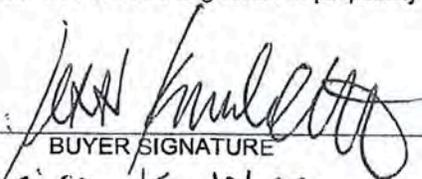
This GOLF CART is sold as-is, where-is, with no warranties expressed or implied by the SELLER – except as follows:

The Manufacturer (Sierra LSV) provides a limited manufacturer warranty covering defects in workmanship and materials, effective from the date of original purchase. The BUYER is responsible for registering with Sierra LSV to activate warranty coverage.

SELLER makes no additional guarantees regarding performance, and all sales are final – no refunds, exchanges, or returns will be accepted.

BUYER grants permission to SELLER to photograph or video record the BUYER and/or the purchased GOLF CART at the time of delivery. BUYER agrees these images may be used for marketing, advertising, social media, and promotional purposes, including but not limited to print, online, and broadcast media.

BUYER waives any right to inspect or approve the final use and understands that no compensation will be provided for the use of such images. This release is granted in perpetuity unless revoked in writing.


BUYER SIGNATUREJessica Knutelsky
BUYER PRINTED NAME12/10/25
DATE
SELLER REPRESENTATIVE SIGNATUREZACHARY D. HANNAY
SELLER REPRESENTATIVE PRINTED NAME12/10/2025
DATE



WARRANTY REGISTRATION

Register your new Sierra LSV online and receive a free gift box by going to Sierra LSV website:

<https://www.sierralsv.com/warrantyregistration>

Details on what is covered in the Sierra LSV warranty can be found [here](#) by selecting the "Warranty" box under the "Owner's Manual & Warranty" section at this link:

[2024https://www.sierralsv.com/resources](https://www.sierralsv.com/resources)

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO SIERRA LSV AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

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

MEMORANDUM

TO: Mike Yuro, **Yuro & Associates**
Clint Wright, **Chairperson**

FROM: Venessa Smith/Tiffany Judd
Trout Creek Community Development District

DATE: January 22, 2026

RE: Series 2025 Construction Requisition(s) #CR 11

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.

vsmith@rizzetta.com

If you have any questions, please do not hesitate to call me at (813) 533-2950.

C Buss Enterprises Inc

\$7,300.00

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):

January 22, 2026

(A) Requisition Number: **CR 11**

(B) Name of Payee: **C Buss Enterprises Inc
152 Lipizzan Trl
St. Augustine, FL 32095-8512**

(C) Amount Payable: **\$7,300.00**

(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) #4988 for Installation at 100 AMP 3 Phase Electrical Panels**

(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

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

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



Bill to

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

Invoice details

Invoice no.: 4998
Terms: Net 30
Invoice date: 12/17/2025
Due date: 01/16/2026

PO: ELECTRICAL FOR HEATERS

#	Product or service	Description	Qty	Rate	Amount
1.	LABOR	-INSTALL (@) 100 AMP 3 PHASE ELECTRIC PANELS, LABELED AS PANEL A AND PANEL B. FOR INTENDED USE POOL HEATERS. -WIRE (6) HEAT PUMPS 3 FROM PANEL A AND 3 FROM PANEL B -WIRE 2 GAS HEATERS	1	\$7,300.00	\$7,300.00

Total

\$7,300.00

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS
PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN
TRAIL, ST. AUGUSTINE, FL 32095

TAB 15

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

MEMORANDUM

TO: Mike Yuro, **Yuro & Associates**
Clint Wright, **Chairperson**

FROM: Venessa Smith
Trout Creek Community Development District

DATE: January 29, 2026

RE: Series 2018 Construction Requisition(s) #CR 53

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.

vsmith@rizzetta.com

If you have any questions, please do not hesitate to call me at (813) 533-2950.

WFC Ashford Mills Owner VII, LLC

\$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 29, 2026

- (A) Requisition Number: **53**
- (B) Name of Payee: **WFC Ashford Mills Owner VII, LLC**
100 East Town Place, Suite 200
St. Augustine, FL 32092
- (C) Amount Payable: **\$414,178.34**
- (D) **Reimbursement for CUS 166-17 & CUS 177-180 – Bond Reserve Transfer**
- (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

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
	TOTAL REQUESTED FUNDING	\$380,399.85

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

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)
	TOTAL REQUESTED FUNDING	\$36,800.21

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