



***TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Regular Meeting***

***Thursday  
June 25, 2026  
6:00 p.m.***

***Location:  
Kayak Club,  
100 Kayak Way,  
St. Augustine, FL 32092***

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

# Trout Creek Community Development District

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

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

Dear Board Members,

The Regular Meeting of the Board of Supervisors of the Trout Creek Community Development District is scheduled for **Thursday, June 25, 2026, at 6:00 p.m.** at the **Kayak Club, 100 Kayak Way, St. Augustine, FL 32092**

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

Should you have any questions regarding the agenda, please contact me at (904) 386-0186 or [Howard@cddmanagers.com](mailto:Howard@cddmanagers.com). We look forward to seeing you at the meeting.

Sincerely,

*Howard McGaffney*

Howard McGaffney  
District Manager

Cc: Attorney  
Engineer  
District Records

# Trout Creek Community Development District

Meeting Date: Thursday, June 25, 2026

Time: 6:00 PM

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

## *Revised Agenda*

### **I. Roll Call**

### **II. Security Session – Time Specific: 5:30PM\***

*\*In accordance with sections 119.071(3)(a) and 286.0113(1), Florida Statutes, a portion of the meeting may 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.*

A. Public Comment – *Limited to Security Matters*

B. Closed Session – Discussion of Security System Plan\*

C. Reconvene Open Session

D. Consideration of Board Action on Security Matters – *If Any*

### **III. Pledge of Allegiance**

### **IV. Audience Comments – (limited to 3 minutes per individual for agenda items)**

Residents, please note that if you are unable to attend the meeting you may send your questions to the District Manager, Howard McGaffney at [howard@cddmanagers.com](mailto:howard@cddmanagers.com), up until the day before the meeting.

(Live streaming & previously recorded meetings can be found here - <https://www.youtube.com/@TroutCreekCDD>)

### **V. Presentation**

A. Consideration of SASH Properties, LLC MOU & Temporary Construction Easement

## VI. Staff Reports

- A. District Counsel
- B. District Engineer
  - 1. Update on Timberwolf Tr. & Shearwater Pkwy. Initiative of Turning Over Ownership to the County & Related Construction
  - 2. Update on Crosswalk Calcutta & Shearwater Pkwy.
  - 3. Update on Mill & Resurface Thermoplastic, Final Closeout
  - 4. Update on Outfall Repair Project
- C. Landscape Maintenance Service Reports
  - 1. Ruppert Landscape
  - 2. **Prestige Landscape**
- D. Pond Aquatics Service Reports – *To Be Distributed*
- E. General/Assistant Manager
  - 1. May Café Square Category Sales Report
  - 2. May TCCDD Square Category Sales Report
  - 3. May Maintenance Report
  - 4. **May Lifestyle Summary Report**
  - 5. **May Lifestyle P&L Report**
- F. District Manager

[Exhibit 1](#)

[Exhibit 1A](#)

[Pgs. 8-19](#)

[Exhibit 1B](#)

[Pgs. 21-35](#)

[Exhibit 2](#)

[Exhibit 3](#)

[Pg. 38](#)

[Exhibit 4](#)

[Pg. 40](#)

[Exhibit 5](#)

[Pg. 42](#)

[Exhibit 6](#)

[Pgs. 44-60](#)

[Exhibit 7](#)

[Pgs. 62-63](#)

[Exhibit 8](#)

[Pgs. 65-66](#)

## VII. Business Items

- A. Consideration of Vending Machine Proposal & Revenue Share
- B. **Consideration of Adding Separate Water Meter Proposals**
- C. Consideration of Rescheduling All Workshops Moving Forward
- D. **Consideration of Greenlee Law Engagement for Besch/Prosser Claim**

[Exhibit 9](#)

[Pgs. 68-79](#)

[Exhibit 10](#)

[Pgs. 81-100](#)

[Exhibit 11](#)

[Pgs. 102-103](#)

## VIII. Consent Agenda

- A. Consideration for Approval – The Minutes of the Board of Supervisors Workshop Held on May 11, 2026
- B. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on May 28, 2026

[Exhibit 12](#)

[Pgs. 105-111](#)

[Exhibit 13](#)

[Pgs. 113-116](#)

**VIII. Consent Agenda – continued**

C. **Consideration for Acceptance – The May 2026 Unaudited Financial Statements**

[Exhibit 14](#)  
[Pgs. 118-137](#)

D. **Consideration for Approval – Community Survey**

[Exhibit 15](#)  
[Pgs. 139-154](#)

E. **Ratification of Schaffer Engineering Proposal – Electrical Engineering**

[Exhibit 16](#)  
[Pgs. 156-162](#)

**IX. Discussion Topics**

**X. Supervisors' Requests**

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

**XII. Next Workshop: July 7 at 10:00 a.m.**

**XIII. Next Regular Meeting: July 23 at 6:00 p.m.**

**XIV. Adjournment**

# EXHIBIT 1

# EXHIBIT 1A



**RUPPERT**  
**LANDSCAPE**

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

**June 2026**

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

- Herbicide continually applied to landscape beds and concrete
- Turf treatment that was applied,
- Team continually applies ant bait wherever mounds are popping up
- We are continually looking out for mole crickets and chinch bugs

### **Maintenance:**

- We are on a regular mowing cycle of all areas in Phase 2, crew have been shown areas that have had line trimming missed. It is being addressed.
- Team is now trimming from the first round about to the entrance of 360 communities. Rotation will continue until all shrubs are shaped to desired height.
- Dog park and outposts areas are continually maintained
- Pond banks are all on a weekly rotation, pond 12 was missed one week. Has been addressed.
- Teams are working on removal of weeds within the ornamental grasses
- Teams are trimming back vegetation in the trails.

### **Upcoming month:**

- Continuing mowing weekly, monitoring irrigation and turf quality.
- Continue shaping up viburnums to desired heights, treating weeds throughout the property.
- Continuing trimming back of the vegetation in the trails.

### **Irrigation:**

- All irrigation has proper run times and coverage
- Irrigation techs went through the entire system thoroughly and have repaired broken rotors, sprays, and clogged nozzles.
- Requests for repairs that have been submitted have been completed.
- We will continually monitor turf conditions for any hot spots, this time of the year will be challenging for the turf.
- In communication with 360 communities.
- Separation of main clock from 360 communities has been proposed.



Job Name: Shearwater  
 Report Type: Inspection  
 Controller Name: falis clock  
 Date: 06/16/26 Page #: 1 of 5

	Start Times:	Seasonal Adjust:	Run Days:
Program A	8:30 PM	100 %	M <input checked="" type="checkbox"/> 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 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	S	R	R	S	S	R	R	S	R
Run Time [Program: I]	15	10	15	10	15	15	15	30	30	45	15	15	30	30	15	45
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	(1)															
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								(1)				(1)				
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:**



# RUPPERT LANDSCAPE

Job Name:

Shearwater

Report Type:

Inspection

Controller Name:

Falls

Date: 06/16/26

Page #:

2 of 5

Program A  
Program B  
Program C  
Program D

Start Times:	Seasonal Adjust:	Run Days:
	%	M T W T F S S
	%	M T W T F S S
	%	M T W T F S S
	%	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	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Spray, Rotor, MP, Drip, or Bubbler	S	R	S	R	S	S	R	S	S	R	R	R	S	S	R	R
Run Time [Program: J]	10	45	25	45	15	15	30	25	10	40	45	30	15	15	60	60
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:

Technician Name:

Did you contact the Account Manager? YES / NO

What time?

Signature



# RUPPERT LANDSCAPE

Job Name: Shearwater  
 Report Type: inspection  
 Controller Name: falls  
 Date: 06/16/26 Page #: 3 of 5

Program	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 Bubblers	S	S	R	R	S	S	R	R	R	S	R	R	S	S	S	S
Run Time [Program: I]	20	15	30	30	10	15	15	30	30	10	30	30	15	15	15	15
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: Streamwater  
 Report Type: Inspection  
 Controller Name: fall 9  
 Date: 06/16/26

Page #: 4 of 5

Program A  
 Program B  
 Program C  
 Program D

Start Times:	Seasonal Adjust:	Run Days:
	%	M T W T F S S
	%	M T W T F S S
	%	M T W T F S S
	%	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	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Spray, Rotor, MP, Drip, or Bubblers	S	S	S	S	S	R	S	S	R	S	S	S	S	R	S	S
Run Time [Program: ]	15	15	15	15	15	30	15	15	30	15	20	20	10	30	10	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	(1)
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:

Did you contact the Account Manager? YES / NO

What time?

Signature



Job Name: Shearwater  
 Report Type: inspection  
 Controller Name: falls  
 Date: 06/16/26 Page #: 5 of 5

Program	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	65	66	67	68	69	70	71	72
Spray, Rotor, MP, Drip, or Bubbler	R	S	S	-	-	R	R	R
Run Time [Program: ]	30	15	10	30	20	30	30	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: Need locate 68-69 on Lake



Job Name: Shearwater  
 Report Type: inspection  
 Controller Name: Parkway Sea Station  
 Date: 06/16/26 Page #: 1 of 5

	Start Times:	Seasonal Adjust:	Run Days:
Program A:	9 Pm	100 %	M <del>O</del> W T <del>O</del> S S
Program B:	8:30 Pm	100 %	M <del>O</del> W T <del>O</del> 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 Bubblers	S	S	S	S	S	S	S	-	S	S	S	S	S	-	-	R
Run Time [Program: 1]	15	15	15	15	15	15	10	10	15	15	15	15	15	30	10	30
Run Time [Program: 1]																
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: 7- low pressure 8, 14, 15 need locate valves





Job Name: Shear water  
 Report Type: inspection  
 Controller Name: Sea Station  
 Date: 06/16/2026 Page #: 3 of 5

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	MTWTFSS
Program B		%	MTWTFSS
Program C		%	MTWTFSS
Program D		%	MTWTFSS

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

Controller Make & Model: \_\_\_\_\_

Controller Status: 

WORKING	NOT WORKING
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POC Info: 

Potable Water	Reclaim Water	Well Water	Lake Water
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Pump Status & Type: 

PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE
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**Information:**

Zone Number	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Spray, Rotor, MP, Drip, or Bubblers	R	S	S	S	R	R	S	S	R	R	S	R	S	R	R	S
Run Time [Program: ]	30	10	10	15	70	30	15	20	30	60	15	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:** 38, 45 need located



Job Name: Shear water  
 Report Type: inspection  
 Controller Name: Jea Station  
 Date: 06/16/26 Page #: 4 of 5

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	MTWTFSS
Program B		%	MTWTFSS
Program C		%	MTWTFSS
Program D		%	MTWTFSS

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	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Spray, Rotor, MP, Drip, or Bubbler	R	S	S	S	R	S	S	S	R	R	S	S	S	S	R	S
Run Time [Program: 1]	30	15	15	15	30	15	15	15	30	30	10	15	15	10	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 64 Added hunter Node



# EXHIBIT 1B

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

*June 2026 Maintenance Report*

*Trout Creek CDD Phase 1*

*Trout Creek CDD Phase 3*

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

June, 2026

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

**Re: Landscape Maintenance Service Report**

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

**Weekly Maintenance**

The maintenance team remains focused on the successful completion of the weekly maintenance program throughout Phase 1. Landscape detailing within the amenity areas and common spaces is conducted on a rotating weekly schedule, ensuring the community consistently maintains a clean, well-presented, and “show-ready” appearance.

In addition, crews are actively addressing the emergence of Dallas grass through manual removal as it begins to germinate. This proactive approach helps limit its spread and supports the overall health, consistency, and visual uniformity of the Phase 1 common areas.

The team is also closely monitoring turf conditions for signs of drought stress, particularly in high-exposure and recently established areas. Adjustments to maintenance practices are being made as needed to help preserve turf health, minimize stress-related damage, and maintain overall appearance during periods of reduced rainfall and elevated temperatures.

**Irrigation**

During the June 2026 system inspection, irrigation rotor and spray heads were systematically evaluated, adjusted, and replaced where necessary to improve coverage efficiency and ensure proper distribution throughout the landscape areas.

The irrigation team is currently engaged in ongoing diagnostics and repairs within the two-wire system, with the goal of restoring full functionality to the Phase 1 common areas. This process is both detailed and time-intensive, as it requires comprehensive troubleshooting across the entire network to accurately identify communication failures and system interruptions.

At this time, no major mainline breaks have been identified within Phase 1. The primary challenges encountered have been related to degraded or faulty wire splices, malfunctioning solenoids, and decoder failures. These components are critical to system communication and zone activation, and each repair requires precise isolation and testing to ensure long-term reliability.

Repairs are being completed methodically to re-establish consistent irrigation coverage. As sections of the system are brought back online, performance is being closely monitored and adjusted as needed.

**Agronomics**

All fert/chem applications have been completed ytd.

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

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



Chris Kenny—Owner  
904-315-8041  
P.O. Box 600061  
St. Johns, Florida 32260  
chris@pliflorida.com

June, 2026

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

### **Re: Landscape Maintenance Service Report**

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

#### **Weekly Maintenance**

The maintenance team remains focused on the consistent execution of the weekly maintenance program throughout Phase 3. Landscape detailing within the common areas is performed on a rotating weekly schedule, ensuring all sections of the community are maintained in a clean, well-presented, and "show-ready" condition at all times.

Crews are also proactively addressing the emergence of Dallas grass through manual removal as it begins to germinate. This preventative measure helps mitigate the potential for spread throughout surrounding turf areas and supports the overall health, uniformity, and appearance of the Phase 3 landscape.

The team is also monitoring turf and plant material for early signs of drought stress. Maintenance practices are being adjusted as needed to help sustain plant health and maintain visual quality during current environmental conditions.

#### **Irrigation**

Our irrigation team completed the monthly system inspection, which included thorough nozzle cleaning and adjustments to spray and rotor heads as needed to maintain proper coverage and distribution throughout the property.

At this time, the Phase 3 irrigation system is operating on a reduced schedule, with turf areas receiving one cycle per week and plant bed areas receiving one cycle per week. This schedule is being maintained in compliance with current environmental conditions and water management guidelines.

The system is being closely monitored to ensure optimal performance under these reduced run times, and adjustments are being made as necessary to address coverage gaps and maintain plant health. Particular attention is being given to high-exposure areas that may be more susceptible to drought stress.

As conditions evolve and additional rainfall or regulatory adjustments occur, irrigation scheduling will be reevaluated to ensure the landscape continues to receive adequate hydration while remaining within compliance.

#### **Agromomics**

All fert/chem applications have been completed ytd.

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

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

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

Name Amenity Center

Address \_\_\_\_\_

Date 06/11/2026 pg 1 of 1

### Irrigation Inspection Report

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

Water Source Reclaim/Potable  
 Clock Type Hunter ACC2  
 Rain/Freeze Switch No

Program

Run Days

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

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

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

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

Comments : System is properly functioning with no major issues.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

Name Shearwater Parkway PH1

Address \_\_\_\_\_

Date 6/11/2026 pg 1 of 1

**Irrigation Inspection Report**

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

Water Source Reclaim  
 Clock Type Hunter ACC2  
 Rain/Freeze Switch No

Program

Run Days

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

ZONE #	#1 - 25						
TYPE (S,R,B,D)	S, R						
RUN TIME	18hr						
PROGRAM	A						

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

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

Comments : System is properly functioning with no major issues.

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

Name Martha Ct. Common Area

Address \_\_\_\_\_

Date 6/12/2026 pg 1 of 1

**Irrigation Inspection Report**

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

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

Program

Run Days

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

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

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

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

Comments : System is properly functioning with no major issues.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

Name Timberwolf Clock ph3-A

Address SWP Turf

Date 6/12/2026 pg 1 of 4

**Irrigation Inspection Report**

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

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

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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

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

Name Timberwolf Clock ph3-A

Address Timberwolf Turf

Date 6/12/2026 pg 2 of 4

**Irrigation Inspection Report**

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

A  
**B**  
 C

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

Program

Run Days

A	S	M	<b>T</b>	W	TH	F	S
<b>B</b>	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

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

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED	x						

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

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

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**Irrigation Inspection Report**

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

Name Timberwolf Clock ph3-A

Address SWP Shrubs/Trees

Date 6/13/2026 pg 3 of 4

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

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

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

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



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

Name Timberwolf Clock ph3-A

Address Timberwolf Shrubs/Trees

Date 6/13/2026 pg 4 of 4

**Irrigation Inspection Report**

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

START TIME(S)		A
START TIME(S)		B
START TIME(S)		C
START TIME(S)	12am	D

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

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

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED							

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

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



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

Name Shearwater Parkway Clock ph3B-A

Address SWP\_Cal Turf

Date 6/14/2026 pg 1 of 4

**Irrigation Inspection Report**

START TIME(S)	5pm	A
START TIME(S)		B
START TIME(S)		C

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

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

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

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED	x						

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

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

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**Irrigation Inspection Report**

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

Name Shearwater Parkway Clock ph3B-A

Address Shrubs\_Trees

Date 6/14/2026 pg 2 of 4

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

A  
B  
C

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

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

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

ADJUSTMENTS	x						
PARTIL CLOGS							
STRAIGHTENED							

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

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

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

Name Shearwater Parkway Clock ph3B-A

Address Seaforth Turf

Date 6/15/2026 pg 3 of 4

**Irrigation Inspection Report**

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

A  
B  
C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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

\_\_\_\_\_



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

Name Shearwater Parkway Clock ph3B-A

Address Cart Path

Date 6/18/2026 pg 4 of 4

**Irrigation Inspection Report**

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

START TIME(S)		A
START TIME(S)		B
START TIME(S)		C
START TIME(S)	3am	D

Program

Run Days

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

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

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED							

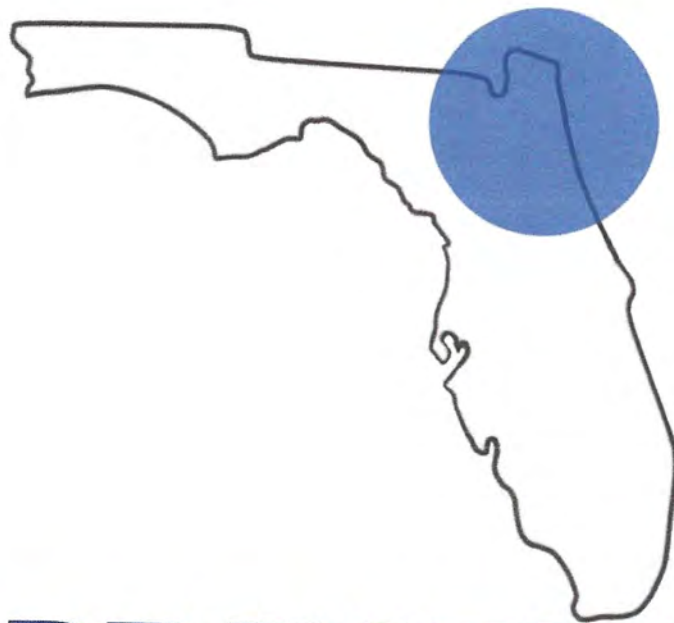
BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	x						

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

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

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

## EXHIBIT 2

# EXHIBIT 3

**Trout Creek CDD**  
**GM/AGM Operations Report for June 25, 2026**

**Mischief/ Vandalism:**

- Several ping pong balls destroyed
- Foosball ball destroyed
- Windley pavers vandalized, staff replacing inhouse
- 2 Falls Park Adirondack chairs broken, staff purchasing replacements

**Administration:**

- Onboard Marcia Weeks – Lifestyle Director
- Assist lifestyle dept. with Mother’s Day set-up
- Meeting with First Coast Vendor Village and Lifestyle Dept.
- Interviews for RSC #2 position
- Assist lifestyle with Memorial Saturday event on the lawn
- Assist lifestyle with TCA 8<sup>th</sup> grade graduation party
- Work Café and RSC positions to provide coverage on shifts while positions not filled/ PTO days
- Perform evaluations on employees (30, 60, 90, 6-month reviews)
- Work with curb companies to correct broken curbs throughout community
- Attend meetings to work with potential sponsors to assist Lifestyle Dept.
- Attend meeting regarding Garden Interest Group
- Work with IT to setup new computers due to old ones failing
- Attend Advisory Interest Group gathering to monitor conversation and provide insight if needed
- Work with previous suspensions
- Continue to work with HOA on towing/ parking violation documentation

**Reoccurring Meetings/Events:**

- Property drive with Ruppert Landscape
- Property drive with Prestige Landscape
- Attended the CDD Workshop Meeting
- Monthly meeting with Supervisor Ronnie Murphy
- Monthly meeting with Supervisor Vincent Sajkowski
- Monthly meeting with Vice Chairperson Heather Loffredo
- RecNet monthly board meeting
- AGM attend monthly Jacksonville Engagement Committee meeting with FSR
- Completed the monthly property metrics report for FSR
- Attended monthly managers meeting with FSR Regional Director
- Attended FirstService Residential University classes/ training
- Weekly website meeting with Northern Helm
- Maintenance inspection with maintenance supervisor (bi-weekly)
- Leadership meetings (every Thursday)
- Attended the monthly FSR Lifestyle collaboration call

**Kayak Hub:**

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

**Lifestyle:**

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

**Maintenance/ Vandalism/ Mischief Issues:**

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

# EXHIBIT 4

May 1, 2026–May 31, 2026

Category Sales Report

CAFE



Category	Items Sold	Gross Sales
Uncategorized	74	\$116.75
CANDY	410	\$501.50
CHIPS	140	\$280.00
DRINKS	536	\$942.00
EXTRAS	5	\$6.10
HOT DRINKS	5	\$6.00
KIDS MEAL	35	\$266.00
PIZZA	71	\$502.00
SANDWICHES	51	\$364.00
SINGLE ITEMS	12	\$51.00
TREATS	317	\$1,268.00
WRAPS/BURGERS	55	\$454.50
<b>Total</b>	<b>1,711</b>	<b>\$4,757.85</b>

# EXHIBIT 5

May 1, 2026–May 31, 2026  
Category Sales Report  
TCCDD



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Category	Items Sold	Gross Sales
Uncategorized	48	\$6,019.26
FOBS	35	\$1,050.00
TCCDD Reservations	128	\$12,678.00
<b>Total</b>	<b>211</b>	<b>\$19,747.26</b>

---

# EXHIBIT 6

(1)



### Grills

**Created:** Fri, 6/12/2026

Replaced burners for gas grills at pavilion (before)

(2)



### Grills

**Created:** Fri, 6/12/2026

Replaced burners for gas grills at pavilion (after)

(3)



### Walking Path

**Created:** Fri, 6/12/2026

Installed fencing at walking path phase 3 (before)

(4)



### Walking Path

**Created:** Fri, 6/12/2026

Installed fencing at walking path phase 3 (after)

(5)



**Pool Equipment**

**Created:** Fri, 6/12/2026

Replaced receptacles for lap pool chlorine pump (before)

(6)



**Pool Equipment**

**Created:** Fri, 6/12/2026

Replaced receptacle for lap pool chlorine pump (after)

(7)



**Fire pit**

**Created:** Fri, 6/12/2026

Installed lock and cable for fire pit at outpost (before)

(8)



**Created:** Fri, 6/12/2026

Installed lock and cable for fire pit at outpost (after)

(9)



**Swings**

**Created:** Fri, 6/12/2026

Replaced broken swings at falls park pond overlook (before)

(10)



**Swings**

**Created:** Fri, 6/12/2026

Replaced broken swings at falls park pond overlook (after)

(11)



### **Tennis Courts**

**Created:** Fri, 6/12/2026

Installed benches at court 2 and 3 (before)

(12)



### **Tennis Courts**

**Created:** Fri, 6/12/2026

Installed benches at court 2 and 3 (after)

(13)



**Event Field**

**Created:** Fri, 6/12/2026

Installed new picnic tables at event field (before)

(14)



**Event Field**

**Created:** Fri, 6/12/2026

Installed new picnic tables at event field (after)

(15)



**Safety Equipment**

**Created:** Fri, 6/12/2026

Relocated AED at fitness lodge to be more visible (before)

(16)



### **Safety Equipment**

**Created:** Fri, 6/12/2026

Relocated AED at fitness lodge to be more visible (after)

(17)



### **Tennis Courts**

**Created:** Fri, 6/12/2026

Replaced bulb and ballast at court 2  
Completed by Johnnie verdell



# EXHIBIT 7

# Shearwater Lifestyle

## May 2026 Summary Report

### Major Community Events

- **Kidpreneur Vendor Market - Saturday, May 2**

Shearwater kids showed off their entrepreneurship by offering homemade crafts, baked goods and community services. The event was held on the Event Lawn from 11am-2pm. **50 kids participated**

- **Mother's Day Dinner - Friday, May 15**

Shearwater moms were honored in the Kayak Clubroom from 6-9pm with a night of delicious food, wine, music and karaoke. Tickets were sold for this event at \$25 per person. **40 attendees**

- **Memorial Day Event - Saturday, May 23**

First Coast Vendor Village partnered with Trout Creek CDD for a day of shopping, food, games, and Patriotic festivity. This event was no charge to residents. The event was held on the Event Lawn from 11am-2pm. **250+ attendees**

- **Memorial Day Ceremony - Monday, May 25**

Fallen military heroes were honored at this memorable event with a color guard, live performance of the National Anthem and special guest speaker, Colonel Mark Workman. The event was held at 9am poolside. **50+ attendees.**

- **Memorial Day Celebration - Monday, May 25**

Shearwater's Memorial Day celebration continued from 11am-2pm at the Kayak pools with a DJ, food vendors, duck races, hula hoop contests and patriotic treats. **350+ attendees.**

- **Sweet Summer - Out of School Party - Friday, May 29**

The Summer started out sweet with an afternoon of fun for Shearwater students. Attendees enjoyed music from the DJ, food trucks, Sweet Summer Bingo and watermelon eating contests for ages 16 and under. The event was scheduled from 2-6pm but ended early due to severe weather conditions. **300+ attendees.**

## Recurring & Educational Programs

- **Curiosity University** sessions were held on **5/5, 5/12, 5/19, 5/26** with **12+ attending** each week.

- **SJCO Book Mobile - Mondays**

Weekly visits from the Book Mobile from 10am - 2pm at the Outpost.

- **OneBlood Mobile - Tuesday, June 9**

The Blood Mobile was located in the Kayak Club parking lot from 10am-3pm.

## Social & Community Engagement

- **Cinco De Mayo - Tuesday, May 5**

Residents were invited to join the fiesta with non-alcoholic margaritas & a build-your-own nacho bar in the Kayak Clubroom from 1-3pm. This event was no charge to the residents. **20 attendees**

- **Trivia Night - Friday, May 8**

Residents enjoyed a fun night of trivia in the Kayak Clubroom from 5-8pm.

**20 attendees**

- **Coffee & Conversations - Wednesday, May 13**

Coffee provided by Kinder Kafe with additional beverages and breakfast items offered. Sponsored by Reid Mann, Attorney and Founder of Compass Estate Law.

**35+ attendees.**

## Cafe Takeover & Vendor Activity

### Cafe Takeovers

- Complicated Dough - 5/7 & 5/21
- Filo Fresh - 5/14
- KK Sweets Boutique - 5/28

**Food Trucks - 13** served the community throughout the month of May.

# EXHIBIT 8

# May, 2026

## Lifestyle Profit & Loss



**MARCIA WEEKS**  
Lifestyle Director

**DEMETRIC ARNOLD**  
Lifestyle Coordinator

Monthly Summary Detail	Estimated	Actual
Total Monthly Income	\$0.00	\$4,446.28
Total Monthly Expenses	\$0.00	\$4,940.13
Total Monthly Profit	\$0.00	(\$493.85)

### EVENT REVENUE/ COST

Cinco De Mayo	Revenue	Cost
Walmart		\$174.77
Walmart Credit/Return	\$18.69	
Total	\$18.69	\$174.77

Memorial Weekend Events	Revenue	Cost
Hula Hoops/Prizes/Walmart		\$127.73
Kids snack treats/Sam's		\$153.68
Vendor Village(Sat)		\$2,200.00
Dollar Tree/Prizes		\$36.01
Total	\$0.00	\$2,517.42

Coffee and Convo	Revenue	Cost
Sams/Food & Supplies		\$135.52
Publix/Food/drink		\$26.91
Sponsor Compass- Reid Manr	\$250.00	
Total	\$250.00	\$162.43

Mother's Day	Revenue	Cost
DJ Mark		\$0.00
Flowers/Trader Joe's		\$105.16
Ticket Sales	\$1,000.00	
Filo's Fresh Catering		\$1,000.00
Dinnerware,etc/Amazon		\$217.38
Alcohol Return	\$20.94	
Publix/Drinks		\$9.98
Total	\$1,020.94	\$1,332.52

Mother's Day Cont.	Revenue	Cost
Tablecloths/Amazon		\$167.70
Card Stock/Amazon		\$10.79
Amazon/to go boxes		\$17.99
Sam's/Alcohol		\$217.00
Tipsy Turvy/Bartender		\$150.00
Total	\$0.00	\$563.48

/Out of School party	Revenue	Cost
Walmart/Supplies		\$30.04
Sam's/Watermelon		\$24.85
Amazon/décor		\$74.91
Total	\$0.00	\$129.80

Events Summary	Actual
Total event income	\$1,289.63
Total event expenses	\$4,880.42
Total Event Profit	<b>-\$3,590.79</b>

Out of School Party	Revenue	Cost
Prizes/Amazon		\$36.75
Walmart/prizes		\$22.96
Total	\$0.00	\$59.71

VENDOR REVENUE - 10% OF ALL SALES

Vendor	Payment Method	Income
904 Tennis	Check	\$861.00
Feisty Fruit	Square	\$25.39
Meagan Magnani	Square	\$46.40
Maat Johnson	Square	\$53.50
Soccer Shots	Check	\$608.83
Smooth Slide	Check	\$23.57
Sunset Slush	Square	\$394.20
Complicated Dough	Square	\$31.33
Thiago Gomes Mantovan	Square	\$120.00
Vendor Village	Check	\$135.00
Zumba - Songhwanara	Check	\$16.10
Frankie's Franks	Square	\$841.33
Total		\$3,156.65

SPONSORSHIPS

Sponsor	Type	Income
Total	\$0.00	\$0.00

# EXHIBIT 9

Dear Shearwater Board Members,

My name is Genesis Mendoza, and I am a resident of our community at 936 Windley Drive. I am a mom of three young daughters, and a local small business owner.

I am reaching out to request approval to place a Smart / AI vending machine in the community gym, which will also benefit the tennis courts. As a family that spends a lot of time enjoying these amenities, I've noticed there isn't an easy way for residents to grab a healthy drink or snack after a tennis lesson or the gym without leaving the neighborhood.

My goal is to provide a convenient option for residents who are working out and playing tennis. Rather than a traditional vending machine filled with soda and candy, this machine would focus on healthier, family-friendly options that support active lifestyles.

Some examples of products that may be offered include:

- Bottled water and hydration beverages
- Electrolyte and sports drinks
- Ready-to-drink protein shakes
- Healthier snack options
- Protein bars and recovery products
- Kid-friendly snacks for families enjoying the recreation areas

### **Proposed Product Mix**

- 30% Energy & Performance Beverages
- 20% Protein & Recovery Drinks
- 20% Healthy Snacks & Protein Bars
- 20% Hydration & Electrolyte Beverages
- 10% Water & Basic Refreshments

The machine would be professionally maintained, regularly stocked, remotely monitored, and kept clean and presentable at all times. It would require minimal space and would operate independently without placing any burden on community staff.

As part of this proposal, we would also like to contribute back to the community by donating 10% of net profits generated from the machine to community improvement initiatives or recreational enhancements as determined by the Board.

My husband, Michael, has spent more than a decade working in the health and wellness industry and has relationships with many leading beverage and nutrition brands. Through those relationships, we are able to source quality products while offering residents a wider variety of healthier options than a traditional vending machine.

We would also be happy to begin with a 90-day trial period to ensure the machine provides value to residents and meets the expectations of the community.

### **Benefits to Residents**

- ✓ Convenient access to beverages and snacks without leaving the community
- ✓ Hydration and recovery options for gym members and tennis players
- ✓ Healthier alternatives to traditional vending machine offerings
- ✓ Professionally maintained and monitored equipment
- ✓ Local family-owned small business
- ✓ 5% of net profits reinvested back into the community

Please see attached the prototype of the vending machine that will be used.

Thank you for your time and consideration. We believe this service would be a meaningful addition to our community amenities and would provide convenience and value to residents, families, gym members, tennis players, and visitors alike.

Sincerely,

Genesis Mendoza  
Community Resident & Small Business Owner

This is what we are looking to do:



This is the type of fridge that will be used:



**From:** [MS Vending Solutions](#)  
**To:** [Jessica Knutelsky](#)  
**Subject:** Proposed Refreshment Solution for Shearwater Amenities  
**Date:** Monday, May 11, 2026 9:37:32 AM

---

You don't often get email from info@msvendingsolutions.net. [Learn why this is important](#)

Hi Jessica,

Good morning and thank you again for taking the time to meet and walk the property with me last week!

Based on our discussion, I wanted to outline the proposed refreshment solution for the Shearwater amenity areas, including the equipment, product mix, and pricing strategy. I've designed this specifically to complement the existing snack café, not compete with it.

---

## Gym Location – AI Smart Cooler

For the fitness center, I recommend installing a modern AI-powered smart cooler. This provides a clean, premium, grab-and-go experience that aligns well with the gym environment.

**Equipment:**

- AI Smart Cooler (glass-front, cashless, grab-and-go technology)

unnamed.jpg

**Product Mix (Fitness & Hydration Focused):**

- Energy drinks (Celsius, Alani Nu, Monster, Red Bull)
- Protein shakes (Fairlife, Muscle Milk, Premier Protein)
- Premium water (Smartwater, Essentia)
- Sports drinks (BodyArmor, Propel)
- Light fitness snacks (Quest protein bars, Quest protein chips, Clif Builders protein bars, Kar's trail mix, jerky)

**Pricing:**

- Energy drinks: \$3.75 – \$4.50
- Protein shakes: \$4.50 – \$6.00
- Premium water: \$3.00 – \$5.00
- Sports drinks: \$3.00 – \$3.50
- Snacks: \$3.00 – \$4.50

This selection is intentionally focused on health, hydration, and convenience, aligning well with the fitness environment.

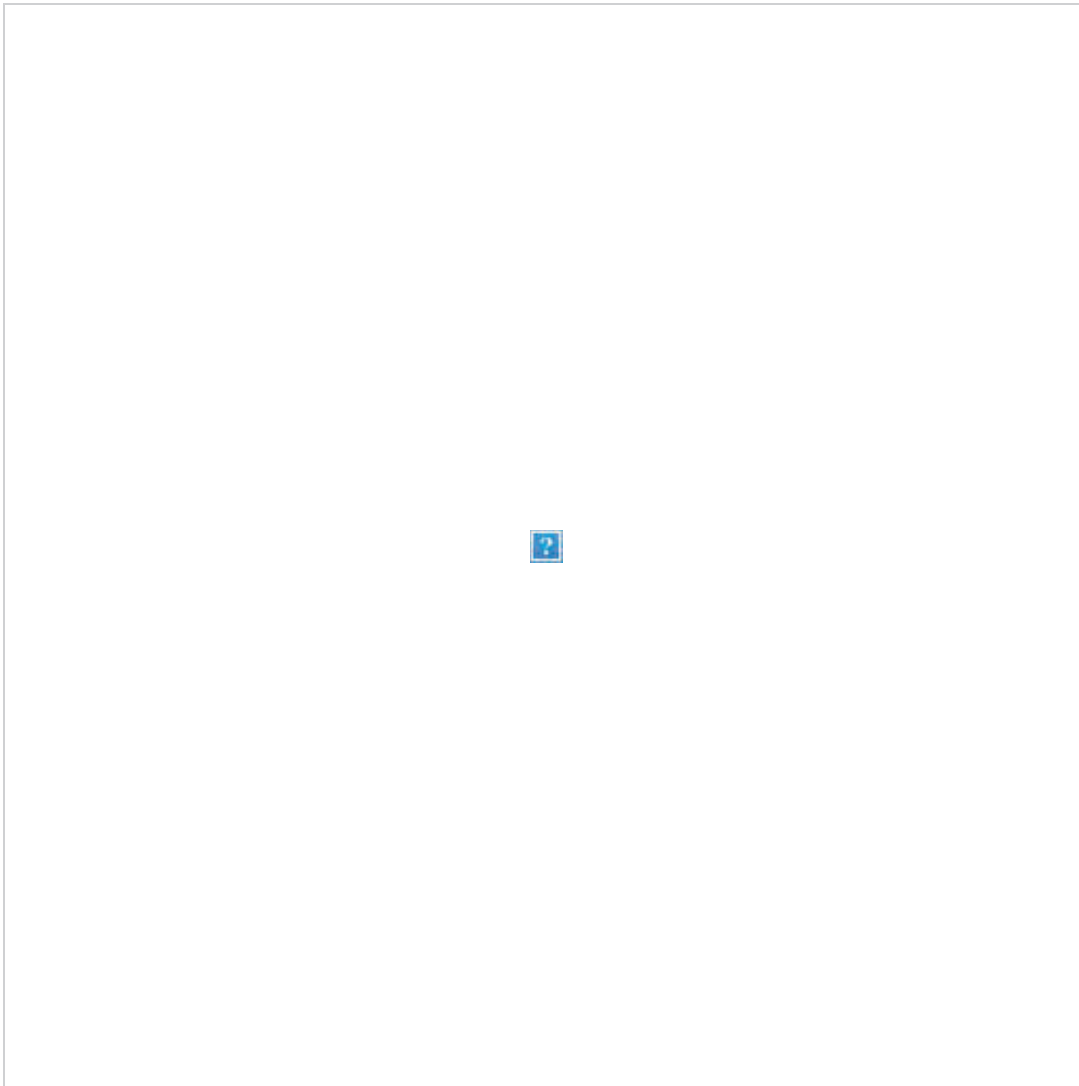
---

## Pool Deck (Outside Gym) – Outdoor Refreshment Machine

For the pool area, I recommend a commercial outdoor-rated machine designed to handle Florida's heat, humidity, and weather conditions.

### Equipment:

- Outdoor-rated glass-front combo machine (snacks & beverages)



### Product Mix (Complementary to Café Offerings):

After reviewing the café menu and snack selection, the machine will focus on premium beverages and quick grab-and-go items, while remaining consistent with the café's core food offerings (pizza, burgers, sandwiches, and standard snacks).

### Beverages (Primary Focus):

- Bottled water (Smartwater, Vitamin Water)
- Sports drinks (BodyArmor, Prime Hydration, Propel )
- Energy drinks (Celsius, Alani Nu)
- Premium/Trending drinks (Poppi, Bubbly)

**Snacks (Selective & Complementary):**

- Crackers (Cheez-Its, Ritz Bits)
- Chips (Miss Vickies, Sun Chips)
- Baked chips (Ruffles, Cheetos)
- Bars (Nutri-Grain, Nature's Bakery, KIND kids)
- Fruit Snacks
- Pretzels
- Trail mix and nuts
- Jerky

**Pricing:**

- Water: \$3.00 – \$3.50
- Sports drinks: \$3.00 – \$3.50
- Energy drinks: \$3.75 – \$4.25
- Premium/Trending drinks: \$3.00 – \$3.50
- Snacks: \$2.00 – \$4.50

We will limit traditional candy and chips to avoid competing with the café's current snack display.

---

## Overall Approach

The goal of this setup is to:

- Provide 24/7 convenience for residents
  - Enhance the overall amenity experience
  - Support the café by focusing on quick, beverage-forward, grab-and-go purchases
  - Fully managed by MS Vending Solutions (installation, inventory, maintenance, and service) at no cost to the community
- 

I've attached reference photos of the current café menu to ensure alignment with existing offerings.

Please let me know if you or the HOA would like to review placement options or adjust the product mix. I'm happy to tailor this further to best fit the community.

Thank you again and I look forward to working together.

Best regards,

Ted

MS Vending Solutions

404.274.4921

[info@msvendingsolutions.net](mailto:info@msvendingsolutions.net)

Menu

### SANDWICHES

- Chuckwagon** \$6.00  
Made with salami, bologna, and cured turkey on a poppy seed Kaiser bun.
- Ham & Swiss** \$8.00  
Sliced ham and Swiss cheese on multigrain bread.
- Grilled Cheese** \$6.00  
Melted American cheese on toasted sandwich bread.
- Italian Sub** \$9.50  
Italian-style deli meats and cheese on a sub topped with parmesan and herbs.
- Chicken & Cheese** \$9.50  
Seasoned chicken topped with cheese on a sandwich bun.

### WRAPS & BURGERS

- Buffalo Chicken Wrap** \$8.50  
Chicken with buffalo-style sauce wrapped in a flour tortilla
- Chicken Ceaser Wrap** \$10.00  
Chicken with romaine lettuce, parmesan, and Caesar dressing in a tortilla.
- Cheeseburger** \$6.00  
Beef patty with American cheese on a sandwich bun.

### SIDES

- Applesauce Cup** \$1.00
- Small Cookie** \$0.50
- Chips** \$2.00
- Skinny Pop** \$2.00

### KIDS MEAL

- |  |  |   |   |
|--|--|---|---|
| <b>Cheese Pizza</b><br><b>\$7.00</b><br>Personal pizza topped with mixed cheese. | <b>Pepperoni Pizza</b><br><b>\$7.00</b><br>Personal pizza topped with pepperoni. | <b>Cheeseburger</b><br><b>\$8.50</b><br>Kid-sized beef patty with cheese on a soft bun. | <b>Grilled Cheese</b><br><b>\$8.50</b><br>Melted American cheese on toasted sandwich bread. |
|--|--|---|---|

*Each meal comes with a side and a drink (Caprisun, Small Gatorade, or Juice Box)*

### DRINKS

- Zepherhills Water** \$1.00
- Fiji Water** \$2.00
- Sports Drink** \$2.00
- Mini Sports Drink** \$1.00
- Juices** \$1.50
- Iced Tea** \$2.00
- Lemonades** \$2.00
- Sodas** \$2.00

### HOT DRINKS

- Regular Coffee** \$1.00
- Assorted Coffee** \$2.00
- Hot Chocolate** \$2.00

### PIZZA

- Personal Pizza** \$5.00
- Large Cheese Pizza** \$17.00
- Large Pepperoni Pizza** \$17.50
- Large Supereme Pizza** \$18.50

### TREATS

- Muffin** \$2.25
- Brownie** \$2.25
- Cinnamon Roll** \$2.75
- Large Funfetti Cookie** \$3.00
- Mini Melts** \$4.00
- Soft Pretzel** \$4.00  
*With Cheese + \$1.00*

COLD  
DRINKS





# EXHIBIT 10



## Irrigation Proposal

Job Name:	Irrigation Phase 2/360 Separation	Proposal #	10JX1080.101
Property Name:	Trout Creek CDD	Date:	June 11, 2026
Client:	FSR- Belynda Tharpe		
Address:			
City/State/Zip:			
Phone:			

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

**Description**

Prestige Landscapes proposes to install irrigation at **Trout Creek CDD**. This proposal is for **Phase 2 Irrigation separation -360 community** Hand dig and install 1800 foot of Maxi wire #2 12 gauge wire. Install and program Hunter ACC2 decoder controller to separate 360 communities irrigation from the HOA townhomes in Phase 2

Materials & Services	Quantity	Unit Price	Total
<i>Hunter ACC2 Decoder controller</i>	1	\$ 3,539.58	\$ 3,539.58
<i>Maxi wire #2 Blue 12 Gauge 1800'</i>	1	\$ 5,045.78	\$ 5,045.78
<b>TOTAL PRICE</b>		<b>\$</b>	<b>8,585.36</b>

### ACCEPTANCE OF TERMS

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

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

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

**Client:**

\_\_\_\_\_

**Prepared by:**

*Prestige Landscapes of North Florida, Inc.*

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Date:** June 11, 2026

\_\_\_\_\_



June 16, 2026

322 Paseo Reyes Drive  
St. Augustine , FL 32095

## **Proposal: Irrigation Controller Separation Project**

### **Project Overview**

The existing irrigation controller is currently shared between multiple entities, including the CDD, HOA, and 360. This shared arrangement creates challenges in water management, maintenance responsibilities, troubleshooting, and billing accountability.

The purpose of this project is to separate the irrigation systems by installing a dedicated controller and associated infrastructure, allowing us to be separate from the other entities. Each entity will independently manage and maintain its irrigation system.

### **Scope of Work**

Perform a complete site assessment and identify all irrigation zones currently connected to the shared controller.  
Trace and verify valve assignments to determine ownership of each irrigation zone belonging to:

**CDD**  
**HOA**  
**360**

Install a dedicated irrigation controller for the CDD system.  
Reassign and reconnect all CDD irrigation zones to the new controller.  
leaving existing HOA and 360 zones on their respective controller

**Install new control wiring, valve box modifications, and communication components as necessary to complete the separation. Install 8 battery timers to minimize wire/labor/Cost Label all controllers, field wiring, and irrigation zones for future maintenance and identification.**

**Test all zones upon completion to verify proper operation, scheduling, and coverage.**

**Provide as-built documentation identifying controller locations and assigned zones.**

**install eight battery controller to minimize the amount of wire needed for the separation.**

**Benefits**

**Independent control of irrigation schedules.**

**Clear ownership and maintenance responsibility.**

**Easier troubleshooting and repairs.**

**Improved water management and conservation.**

**Reduced conflicts between multiple entities sharing the same controller.**

**Exclusions**

**Repairs to existing irrigation components discovered during testing. Replacement of faulty valves, lateral lines, rotors, or spray heads unless specifically noted.**

**Electrical service upgrades not directly related to controller installation.**

**Estimated Duration**

**Approximately   3   working days from authorization to proceed.**

<b>Controller #</b>	<b>Zone #</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	0	Replace DC latching solenoid.	8	\$128	\$1,022
		Hunter BT One Station NODE battery controller.	8	\$3,007	

Controller #	Zone #	Description	Qty	Unit Price	Extended Price
		Hunter jacketed 14 gauge wire	1	\$1,877	
		Expansion Module	1	\$800	
		Hunter Acc 2 two wire controller	1	\$6,563	
		30' road bore	1	\$2,145	\$2,145

**Total price\* :                                    \$15,430 \_\_\_\_\_ Initial**

**Terms and Conditions**

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion be due, in full, within thirty(30) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor’s processing of invoices through a third-party servicer, with any such fees or costs being added to the Owner’s invoice as an additional sum owed to the contractor.
- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.
- This proposal may be withdrawn if not accepted within 30 days.
- Any damages done to private utilities not marked by miss utility will be the sole responsibility of the owner to repair.
- The Acceptance Signature below gives Ruppert Landscape or their authorized subcontractor permission to proceed with the services described.
- Please note that once repairs are made it is not uncommon to have additional repairs identified.

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

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

Thank you.

**Acceptance of Proposal:**

**Belynda Tharpe**

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

**Ruppert Landscape LLC**

**Oscar Miranda Jr.**

**904-312-0382 cell**

**OMirandaJr@ruppertcompanies.com**

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

# Prestige Area



Proposed Wire Path

Proposed Bore Locations



June 16, 2026

322 Paseo Reyes Drive  
St. Augustine , FL 32095

## **Proposal: Irrigation Controller Separation Project**

### **Project Overview**

The existing irrigation controller is currently shared between multiple entities, including the CDD, HOA, and 360. This shared arrangement creates challenges in water management, maintenance responsibilities, troubleshooting, and billing accountability.

The purpose of this project is to separate the irrigation systems by installing a dedicated controller and associated infrastructure, allowing us to be separate from the other entities. Each entity will independently manage and maintain its irrigation system.

### **Scope of Work**

Perform a complete site assessment and identify all irrigation zones currently connected to the shared controller.

Trace and verify valve assignments to determine ownership of each irrigation zone belonging to:

CDD  
HOA  
360

Install a dedicated irrigation controller for the CDD system.  
Reassign and reconnect all CDD irrigation zones to the new controller, leaving existing HOA and 360 zones on their respective controller.  
Install new control wiring, valve box modifications, and communication components as necessary to complete the separation.

Label all controllers, field wiring, and irrigation zones for future maintenance and identification.  
 Test all zones upon completion to verify proper operation, scheduling, and coverage.  
 Provide as-built documentation identifying controller locations and assigned zones.  
 install eight battery controller to minimize the amount of wire needed for the separation.

**Benefits**

Independent control of irrigation schedules.  
 Clear ownership and maintenance responsibility.  
 Easier troubleshooting and repairs.  
 Improved water management and conservation.  
 Reduced conflicts between multiple entities sharing the same controller.

**Exclusions**

Repairs to existing irrigation components discovered during testing.  
 Replacement of faulty valves, lateral lines, rotors, or spray heads unless specifically noted.  
 Electrical service upgrades not directly related to controller installation.

**Estimated Duration**

Approximately \_\_\_10\_\_\_ working days from authorization to proceed

**Work items:**

<b>Controller #</b>	<b>Zone #</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	0	Hunter jacketed 14 gauge wire approx 3,000 ft	1	\$9,850	\$9,850
		Expansion Module	1	\$800	
		Hunter Acc 2 two wire controller	1	\$6,563	
		Labor	1	\$16,533	
		Replace Valve Box Jumbo Rectangle	16	\$2,682	
		Hunter IDC surge decoder 1 station.	6	\$2,400	

Controller #	Zone #	Description	Qty	Unit Price	Extended Price
		30' road bore	2	\$2,101	\$4,201

**Total price\* :**                                 **\$42,264 \_\_\_\_\_ Initial**

**Terms and Conditions**

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion be due, in full, within thirty(30) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor’s processing of invoices through a third-party servicer, with any such fees or costs being added to the Owner’s invoice as an additional sum owed to the contractor.
- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.
- This proposal may be withdrawn if not accepted within 30 days.
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- The Acceptance Signature below gives Ruppert Landscape or their authorized subcontractor permission to proceed with the services described.
- Please note that once repairs are made it is not uncommon to have additional repairs identified.

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

Thank you.

**Acceptance of Proposal:**

**Belynda Tharpe**

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

**Ruppert Landscape LLC  
Oscar Miranda Jr.  
904-312-0382 cell  
OMirandaJr@ruppertcompanies.com**

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

# Ruppert Section



Proposed Wire Path

Proposed Bore Locations

















# Yellowstone Section



— Proposed Wire Path

— Bore Locations

# EXHIBIT 11

# GREENLEE LAW

— P L L C —

442 W. Kennedy Blvd., Suite 350

Tampa, Florida 33606

813-802-8215

paige@greenleelawtampa.com

June 22, 2026

Trout Creek Community Development District

**RE: Dispute with Besch & Smith Civil Group, Inc. regarding engineering services agreement (“Matter”)**

Dear Board Members:

Thank you for giving me the opportunity to provide legal services to Trout Creek Community Development District (“you”) with respect to the above-referenced Matter. As part of my routine in initiating representation, I provide an engagement letter, the purpose of which is to set forth my understanding of the services to be performed and the basis upon which I will be paid therefor. In that regard, I understand that I have been engaged to represent you as special litigation counsel with respect to the Matter and, specifically, work performed on ponds within the district.

I have agreed to represent you on an hourly basis, at my normal rate of \$500 an hour. From time to time, as efficient, I may have an associate or paralegal work on this matter for you, under my direct supervision. My associate’s rate would be \$400 per hour and my paralegal would bill at \$225 per hour. I will require you to provide a \$5,000.00 evergreen retainer to begin work on this matter. You may mail a check made payable to “Greenlee Law Trust Account” to the address above to remit payment for the retainer or I can send you a link to make the payment by credit card into my firm’s trust account. **I will hold the retainer in trust and either apply it to the final invoice or return to you at the end of the representation.** You agree that, in the event any of your invoices become past due, I may apply the retainer to satisfy the past due invoices. In the unlikely event you fail to keep current with your invoices or to replenish the retainer upon request, I reserve the right to withdraw from the representation, and you agree to consent to any motion to withdraw. In the event the Matter ends up in litigation, I may require you to increase the evergreen retainer to \$10,000, and if that litigation proceeds to trial, I may require a trial retainer, which we can discuss at that time.

I am very mindful of the costs of legal services and understand that every client wishes to avoid unnecessary expense. Accordingly, I will seek at all times to represent you efficiently and effectively. You will be responsible for all costs that I incur in the course of the representation, including, for example, travel, copying, postage, messenger services, filing fees, and other out-of-

pocket expenditures. I will send a monthly invoice detailing the amount of fees and costs disbursements, and unless written arrangements have been made to the contrary, each invoice will be payable upon receipt. Unless additional detail is requested, the invoices will reflect the date services are performed and a brief description of those services.

It is critical that you retain all communications and other documents related to the Litigation in their native form, whether that is electronic or otherwise, and whether those documents may be helpful or harmful to you. Failure to do so may result in sanctions in litigation. If you have any automatic purge systems in place, please terminate those now with respect to anything related to this case and parties involved in the case. Please contact me immediately if you have any questions about document retention issues.

If you find these proposed arrangements satisfactory, please sign this letter and return it to me via email. Conversely, if you have any questions or comments concerning any aspect of this letter, please call me at your convenience.

Sincerely,

/s/ Paige A. Greenlee

Paige A. Greenlee

Accepted and agreed to this \_\_\_\_\_ day of June, 2026

---

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

# EXHIBIT 12

1 **MINUTES OF MEETING**

2 **TROUT CREEK**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Workshop of the Board of Supervisors of the Trout Creek Community Development District  
5 was held on Monday, May 11, 2026 at 10:02 a.m., at the Kayak Club, 100 Kayak Way, St. Augustine, FL  
6 32092.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. McGaffney called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10	Clint Wright	Board Supervisor, Chairman
11	Heather Loffredo	Board Supervisor, Vice Chairman
12	Jim Breslin	Board Supervisor, Assistant Secretary
13	Ronnie Murphy	Board Supervisor, Assistant Secretary
14	Vincent Sajkowski	Board Supervisor, Assistant Secretary

15 Also, present were:

16	Howard McGaffney	District Manager, Vesta District Services
17	Belynda Tharpe	General Manager, FirstService Residential
18	Jessica Knutelsky	Assistant General Manager, FirstService Residential
19	Jennifer Kilinski ( <i>via phone</i> )	District Counsel, Kilinski   Van Wyk PLLC

20  
21 *The following is a summary of the discussions had at the May 11, 2026 Trout Creek CDD Board of*  
22 *Supervisors Workshop. Audio for this meeting is available upon public records request by emailing*  
23 [\*PublicRecords@vestapropertyservices.com.\*](mailto:PublicRecords@vestapropertyservices.com)

24 **SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual**  
25 **for agenda items)**

26 A resident provided suggestions for the budget expenses, assessments, and the capital plan.

27 A resident discussed the 16A buffer and plantings done by the developer.

28 A couple of residents discussed their concerns regarding golf cart safety, low speed vehicles, e-  
29 bikes, and speed limits on multi-use paths.

30 Supervisor Wright touched on the topics brought up by residents. Discussion ensued regarding JEA  
31 irrigation and using AI to monitor water usage, gas heaters for pools, night swimming and electrical  
32 engineering requirements for that.

33 **THIRD ORDER OF BUSINESS – Discussion Topics**

34 Mr. McGaffney, assisted by Supervisor Murphy, began the discussions with a brief overview of  
35 the proposed FY 2026-2027 budget. Discussion ensued as the Board and staff went down the  
36 budget line by line.

37 A. Exhibit 1: Shearwater Night Swim

38 Discussion ensued regarding why there was a request to update the lighting for night swimming.

39 B. Exhibit 2: Swim Team Revenue Possibilities (Swim Rise Aquatics & Sporting Jax Aquatic Club)

40 Ms. Knutelsky presented the two proposals. Discussion ensued.

- 41 C. Shades for Tot Lot
- 42 Discussion ensued, and the Board came to the consensus to not invest in shades for the tot lot at  
43 this time.
- 44 D. Exhibit 3: Swings for Phase 3
- 45 Discussion ensued with the consensus being to invest in two swings for Phase 3 at a not-to-exceed  
46 of \$5,000.00 added to the FY 2027 budget and for the General Manager and Assistant General  
47 Manager to determine the locations.
- 48 E. Bike Racks for All Bus Stops within the Community
- 49 Ms. Knutelsky presented the proposal to install bike racks at all 10 bus stops with the consensus  
50 being to do so and budget for it in the FY 2027 Capital at a not-to-exceed of \$1,800.00.
- 51 F. Trash Cans for All Mailbox Kiosks
- 52 Ms. Knutelsky presented the proposal to add trash cans at 12 of the 47 possible locations.  
53 Discussion ensued and the consensus was to not invest in this project at this time.
- 54 G. Benches & Trash Cans at Fishing Ponds
- 55 Ms. Knutelsky presented the proposal to add benches and trash cans at the fishing ponds.  
56 Discussion ensued and the consensus was to invest in trash cans around 8 of the fishing ponds, and  
57 to budget for it in the FY 2027 Capital at a not-to-exceed of \$2,500.00
- 58 H. Lighting at Mailbox
- 59 Ms. Knutelsky presented the proposal to add lighting at the mailboxes, but the consensus was to  
60 not invest in this project at this time.
- 61 I. Exhibit 4: Flock System
- 62 Discussion ensued regarding cost, which included a presentation from an individual with additional  
63 information on the Flock System. The consensus was to have the General Manager and the  
64 Assistant General Manager do additional research on the options and to bring back a comparative  
65 analysis or summary with recommendations to a future Board meeting.
- 66 J. Exhibit 5: Proposed FY 2026-2027 Budget
- 67 This item was discussed at the start of the discussion topics.
- 68 K. Exhibit 6: Towing Policy
- 69 Ms. Kilinski presented the updated towing policy, and it was noted that the policy was ready for  
70 the May 28<sup>th</sup> public hearing.
- 71 L. Exhibit 7: Rates/Policies/Disciplinary Rule
- 72 Ms. Kilinski presented the updated rates/policies/disciplinary rules, and it was noted that they were  
73 ready for the May 28<sup>th</sup> public hearing.
- 74 M. Exhibit 8: Ashford Mills TCE Changes
- 75 Ms. Kilinski presented the Ashford Mills TCE changes.
- 76 N. Exhibit 9: Fence/Variance – Revised Policy
- 77 Ms. Kilinski presented the Fence/Variance.
- 78
- 79

80 **FOURTH ORDER OF BUSINESS – General Manager’s Update**

81 Ms. Tharpe introduced the new Lifestyle Director, Marcia, and presented updates on the district’s  
82 operations.

83 **FIFTH ORDER OF BUSINESS – Supervisors’ Requests**

84 Supervisor Loffredo requested that the Board consider a policy that would clarify the District’s  
85 stance on campaign events as related to the use of District property and amenity centers. Discussion  
86 ensued.

87 Supervisor Wright requested an update on the additional proposals for the repairs of the outfall  
88 structures.

89 **SIXTH ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual)**

90 A resident noted several concerns and made suggestions regarding topics that were discussed by the  
91 Board. Discussion ensued.

92  
93 A resident requested that a representative from the District join her in meeting with the county  
94 commissioner.

95  
96 A resident asked the Board to consider trash cans, swings, and benches in the Hammocks.

97 **SEVENTH ORDER OF BUSINESS – Next Meeting Quorum Check: Thursday, May 28 at 6:00 PM**

98 All five Board members present stated that they would be attending the next Board meeting on  
99 Thursday, May 28 at 6:00 p.m.

100 **EIGHTH ORDER OF BUSINESS – Next Workshop Reminder: Tuesday, June 9 at 10:00 a.m.**

101 **NINTH ORDER OF BUSINESS – Adjournment**

102 Mr. McGaffney asked for final questions, comments, or corrections before requesting a motion to  
103 adjourn the meeting. There being none, Mr. Wright made a motion to adjourn the meeting.

104 On a MOTION by Mr. Wright, SECONDED by Ms. Breslin, WITH ALL IN FAVOR, the Board adjourned  
105 the meeting at 12:55 p.m. for the Trout Creek Community Development District.

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

109 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
110 **meeting held on June 25, 2026.**

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**Signature**

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

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

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

123 **Title:**    **Secretary**    **Assistant Secretary**

**Title:**    **Chairman**    **Vice Chairman**

# EXHIBIT 13

1 **MINUTES OF MEETING**

2 **TROUT CREEK**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Trout Creek Community Development  
5 District was held on Thursday, May 28, 2026 at 6:03 p.m., at the Kayak Club, 100 Kayak Way, St.  
6 Augustine, FL 32092.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. McGaffney called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 Heather Loffredo	Board Supervisor, Vice Chairman
11 Jim Breslin	Board Supervisor, Assistant Secretary
12 Ronnie Murphy	Board Supervisor, Assistant Secretary
13 Vincent Sajkowski	Board Supervisor, Assistant Secretary

14 Also, present were:

15 Howard McGaffney	District Manager, Vesta District Services
16 Roy Van Wyk	District Counsel, Kilinski   Van Wyk PLLC
17 Mitchell Zwang	Kilinski   Van Wyk PLLC
18 Mike Yuro	District Engineer, Yuro & Associates, LLC
19 Belynda Tharpe	General Manager, FirstService Residential
20 Jessica Knutelsky	Assistant General Manager, FirstService Residential

21  
22 *The following is a summary of the discussions and actions taken at the May 28, 2026 Trout Creek CDD*  
23 *Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records request by*  
24 *emailing [PublicRecords@vestapropertyservices.com](mailto:PublicRecords@vestapropertyservices.com).*

25 **SECOND ORDER OF BUSINESS – Pledge of Allegiance**

26 Supervisor Loffredo led all present in reciting the Pledge of Allegiance.

27 **THIRD ORDER OF BUSINESS – Audience Comments** – *(limited to 3 minutes per individual for agenda*  
28 *items)*

29 A resident commented on the budget being presented later in the meeting, specifically on the capital  
30 projects.

31 A resident commented on the lack of a buffer on 16A.

32 A resident had a question regarding the towing agreement to be discussed and considered later in  
33 the meeting.

34 A resident expressed concerns regarding the settlement agreement with Freehold.

35 A resident expressed concerns about the agenda package being posted to the website in a timely  
36 manner according to Florida Statutes and whether items were ready to be presented in the agenda  
37 package when posted.

38 A resident expressed concerns regarding the settlement agreement with Freehold.

39 A resident expressed concerns regarding agreement with the Sharks swim team.

40 A resident commented on the maintenance reports, specifically regarding the security and locking  
41 of the gym doors. She also commented on the electrical box blocking the crosswalk from Calcutta  
42 to Shearwater.

43 A resident commented on possible measures to take to protect the landscaping from e-bikes and  
44 scooters on Falls Park.

45 Ms. O’Lear from Vesta introduced the lifeguards who took part in the save over the Memorial day  
46 weekend.

47 Supervisor Loffredo provided responses to several of the audience comments, and noted that others  
48 would be discussed later in the meeting.

49 **FOURTH ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publications**

50 **FIFTH ORDER OF BUSINESS – Suspension Hearings**

51 **The Board held the hearing for Item B. and then Item A. as the residents were present for**  
52 **Item B. at the time of the hearing.**

53 A. Krutous-Fridental – *Under Separate Cover*

54 Mr. Zwang provided a brief overview of the applicable rules and a summary of the facts provided  
55 by staff. Discussion ensued.

56 On a MOTION by Mr. Breslin, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board  
57 approved reinstating amenity privileges with no additional suspension time for the minor child, for the  
58 Trout Creek Community Development District.

59 B. Caristil – *Under Separate Cover*

60 Mr. Zwang provided a brief overview of the applicable rules and a summary of the facts provided  
61 by staff. The residents were given a chance to formally appeal the 30-day suspension. Discussion  
62 ensued.

63 On a MOTION by Ms. Loffredo, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board  
64 approved reinstating amenity privileges with no additional suspension time for Caristil, for the Trout Creek  
65 Community Development District.

66 **Supervisor Breslin briefly left the meeting at approximately 7 P.M.**

67 **The meeting moved to Item B. under the Seventh Order of Business – Business Items, at this**  
68 **time.**

69 **SIXTH ORDER OF BUSINESS – Staff Reports**

70 A. District Counsel

71 Mr. Zwang asked if the Vice Chair would authorize the continuance as requested by the Defense  
72 Counsel, and Supervisor Loffredo agreed.

73 1. General Election Qualification Period Reminder – Noon on June 8, 2026 through Noon on June  
74 12, 2026

75 2. Form 1 Submittal Reminder: July 1<sup>st</sup>

76 3. Request for June Shade Session

77 The Board authorized an attorney-client session for June 25<sup>th</sup>.

78 B. District Engineer

- 79 1. Update on Timberwolf Tr. & Shearwater Pkwy. Initiative of Turning Over Ownership to the  
80 County
- 81 Mr. Yuro provided a brief update on the process. Discussion ensued. The Board directed the  
82 District Engineer to work solely on Timberwolf Tr., and to contact Commissioner Arnold.
- 83 2. Update on Crosswalk Calcutta and Shearwater Pkwy.
- 84 Mr. Yuro provided a brief update. The Board authorized the District Engineer to begin work  
85 on this project to finalize the plan and bring said plan back to the Board for consideration at a  
86 future Board meeting.
- 87 3. Update on Mill & Resurface Thermoplastic, Final Closeout
- 88 Mr. Yuro provided a brief update.
- 89 4. Update on Outfall Repair Project
- 90 Mr. Yuro provided a brief update. Discussion ensued.

91 On a MOTION by Ms. Loffredo, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board  
92 approved the Tigris Outfall Structure Construction proposal, at a not-to-exceed of \$98,000.00, to account  
93 for contingency, for the Trout Creek Community Development District.

- 94 C. Exhibit 2: Landscape Maintenance Service Reports
- 95 Ms. Tharpe provided a brief update.
- 96 D. Exhibit 3: Pond Aquatics Service Reports
- 97 Ms. Tharpe provided a brief update.
- 98 E. Exhibit 4: General/Assistant Manager
- 99 1. Exhibit 5: April Café Square Category Sales Report
- 100 2. Exhibit 6: April TCCDD Square Category Sales Report
- 101 3. Exhibit 7: April Maintenance Report
- 102 4. Exhibit 8: April Lifestyle Summary Report
- 103 5. Exhibit 9: April Lifestyle P&L Report
- 104 6. Update on Sunday Front Desk Staffing Level

105 On a MOTION by Mr. Breslin, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board  
106 approved the coverage changes as presented by the General Manager, for the Trout Creek Community  
107 Development District.

- 108 F. District Manager
- 109 1. Exhibit 10: Presentation of St. Johns County Number of Qualified Electors – F.S. 190.006 –  
110 4,045

111 **SEVENTH ORDER OF BUSINESS – Business Items**

- 112 A. Exhibit 11: Consideration of License Agreement
- 113 This item was discussed and approved with Exhibit 13.
- 114 B. Exhibit 12: Consideration & Adoption of **Resolution 2026-12**, Approving FY 2026-2027 Proposed  
115 Budget, Declaring Special Assessments, & Setting Public Hearing

116 Mr. McGaffney and Supervisor Murphy provided a brief overview of the proposed FY 2026-2027  
117 budget as it stood at the time of the meeting.

118 A resident encouraged the Board to set the highwater mark for the budget as presented and then  
119 work on decreasing it between the time of the meeting and the budget public hearing.

120 A resident asked whether the refurbishment of the lazy river was included in the reserve fund and  
121 noted other hot topics within the community that weren't included in the budget.

122 A resident suggested that the \$100,000.00 set to go towards a potential new pool be allocated to  
123 other needs within the community, such as parking and more deck chairs at the pool.

124 A resident suggested adding more to the budget for legal services.

125 A resident provided a suggestion on how to add more parking to the district.

126 Mr. Yuro provided comments based on studies completed and meetings had regarding additional  
127 parking within the district. Discussion ensued.

128 Another resident suggested possible areas for additional parking.

129 On a MOTION by Mr. Breslin, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board adopted  
130 **Resolution 2026-12**, Approving FY 2026-2027 Proposed Budget, Declaring Special Assessments, &  
131 Setting Public Hearing, for the Trout Creek Community Development District.

132 **The meeting moved to the Tenth Order of Business – Public Hearing, at this time.**

133 C. Exhibit 13: Consideration of Settlement Agreement – Freehold

134 Mr. Zwang provided a brief explanation of this item as well as Exhibit 11. Discussion ensued and  
135 questions from residents answered.

136 **The meeting recessed at approximately 8:32 p.m. and reconvened at approximately 8:41 p.m.**

137 Discussion continued.

138 On a MOTION by Ms. Murphy, SECONDED by Mr. Sajkowski, WITH Supervisor Breslin voting 'yay'  
139 and Supervisor Loffredo voting 'nay', the Board approved the Settlement Agreement with Freehold and  
140 the License Agreement (Exhibit 11), for the Trout Creek Community Development District.

141 D. Exhibit 14: Consideration of Outfall Structure Construction Proposals – *To Be Distributed*

142 This item was considered under the District Engineer's report.

143 E. Exhibit 15: Consideration of ASAP Towing Agreement

144 On a MOTION by Ms. Loffredo, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board  
145 approved the ASAP Towing Agreement, for the Trout Creek Community Development District.

146 F. Exhibit 16: Consideration of SASH Properties, LLC MOU

147 Mr. Zwang provided a brief update. The soon to be owner of the property presented his side of the  
148 transaction. Discussion ensued with the Board choosing to wait for the results of the traffic analysis  
149 and to make any considerations at the next Board meeting. A member of the PZA, who requested  
150 the traffic analysis, provided comments on the matter.

151 **EIGHTH ORDER OF BUSINESS – Consent Agenda**

152 A. Exhibit 17: Consideration for Approval – The Minutes of the Board of Supervisors Workshop Held  
153 on April 7, 2026

- 154 B. Exhibit 18: Consideration for Approval – The Minutes of the Board of Supervisors Regular
- 155 Meeting Held on April 23, 2026
- 156 C. Exhibit 19: Consideration for Acceptance – The April 2026 Unaudited Financial Statements
- 157 D. Exhibit 20: Ratification & Adoption of **Resolution 2026-13**, Amended Variance Policy-Fence
- 158 E. Exhibit 21: Ratification of Shearwater Sharks Amended Agreement

159 On a MOTION by Ms. Loffredo, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board  
160 approved the Consent agenda as presented, for the Trout Creek Community Development District.

161 **NINTH ORDER OF BUSINESS – Discussion Topics**

162 **TENTH ORDER OF BUSINESS – Public Hearing – Amended & Restated Rules of Procedure,**  
163 **Amenity, Rates, Fees & Charges of the District, Suspension & Termination of Privileges Rule & Rules**  
164 **Relating to Overnight Parking & Parking Enforcement**

165 Mr. Zwang provided a brief overview of each item that was part of the public hearing. Discussion  
166 ensued.

- 167 A. Open the Public Hearing

168 On a MOTION by Mr. Breslin, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board opened  
169 the Public Hearing at approximately 7:36 p.m. for Amended & Restated Rules of Procedure, Amenity,  
170 Rates, Fees & Charges of the District, Suspension & Termination of Privileges Rule & Rules Relating to  
171 Overnight Parking & Parking Enforcement, for the Trout Creek Community Development District.

- 172 B. Exhibit 22: Presentation of Amended & Restated Rules of Procedure
- 173 C. Exhibit 23: Presentation of Amenity, Rates, Fees & Charges of the District
- 174 D. Presentation of Suspension & Termination of Privileges
- 175 E. Exhibit 24: Presentation of Rule & Rules Relating to Overnight Parking & Parking Enforcement
- 176 F. Open the Public Comments

177 A resident asked about the previous Resolution for Rules of Procedure and whether the one  
178 presented would replace Resolution 2020-10, and about the proposed amenity rates changes for  
179 non-residents. Discussion ensued to answer the resident’s questions.

180 *Supervisor Sajkowski left the meeting momentarily.*

181 A resident asked about the criteria for the towing zones as well as e-bike rules within the District.  
182 Discussion ensued to answer the resident’s questions.

183 A resident asked if the towing policy was related to the guest parking within the communities.  
184 Discussion ensued to provide clarification as requested.

185 A resident asked that the District take into consideration violators of the parking policies who only  
186 park for 5-10 minutes at a time but were blocking residents from parking or leaving as well as  
187 parking as an issue overall. Discussion ensued regarding parking issues.

188 A resident asked how the District planned to enforce safety training and registration on e-bikes and  
189 golf carts.

190 A resident provided a suggestion on how to ensure people comply with the rules regarding safety  
191 training and registration for e-bikes and golf carts.

192 A resident asked for clarification on who could make decisions on towing. Discussion ensued to  
193 provide clarification as requested.

194 A resident asked about a policy the District had with the Sheriff's office regarding enforcement.  
195 Discussion ensued.

196 A resident provided an example of how Eagle Harbor, another community, enforced golf cart  
197 registration and commented on the increased revenue of the budget.

198 G. Close the Public Hearing

199 On a MOTION by Ms. Loffredo, SECONDED by Mr. Sajkowski, WITH ALL IN FAVOR, the Board  
200 closed the Public Hearing for Amended & Restated Rules of Procedure, Amenity, Rates, Fees & Charges  
201 of the District, Suspension & Termination of Privileges Rule & Rules Relating to Overnight Parking &  
202 Parking Enforcement, for the Trout Creek Community Development District.

203 H. Exhibit 25: Consideration & Adoption of **Resolution 2026-14**, Adopting Rules of Procedure,  
204 Suspension, Disciplinary Rule, & Amenity Rates

205 On a MOTION by Ms. Loffredo, SECONDED by Mr. Sajkowski, WITH ALL IN FAVOR, the Board  
206 adopted **Resolution 2026-14**, Adopting Rules of Procedure, Suspension, Disciplinary Rule, & Amenity  
207 Rates, for the Trout Creek Community Development District.

208 I. Exhibit 26: Consideration & Adoption of **Resolution 2026-15**, Adopting Towing Policies

209 On a MOTION by Ms. Loffredo, SECONDED by Ms. Murphy, WITH ALL IN FAVOR, the Board adopted  
210 **Resolution 2026-15**, Adopting Towing Policies, for the Trout Creek Community Development District.

211 **The meeting returned to Item A. under the Sixth Order of Business – Staff Reports, at this**  
212 **time.**

213 **ELEVENTH ORDER OF BUSINESS – Supervisors' Requests**

214 Supervisor Murphy requested a Security Shade Session at the next meeting and requested that  
215 certain monies be moved into an account that earns more interest.

216 Discussion ensued regarding bond sizing, which would be further discussed at the next workshop.

217 **TWELFTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda (limited to**  
218 **3 minutes per individual)**

219 A resident commented on possible traffic patterns with the new development and asked whether staff  
220 felt supported in their decisions when dealing with policy violators.

221  
222 A resident noted that the light at the dog park was too bright and requested an answer to her previous  
223 question regarding liability when acquiring property from Freehold. Discussion ensued.

224  
225 A resident asked for an answer on his previous question to redirect funds to fix current issues within the  
226 district versus putting it towards a new pool. Discussion ensued.

227

228 **THIRTEENTH ORDER OF BUSINESS – Next Workshop: June 9<sup>th</sup> at 10:00 a.m.**

229 **FOURTEENTH ORDER OF BUSINESS – Next Regular Meeting: June 25<sup>th</sup> at 6:00 p.m.**

230 **FIFTEENTH ORDER OF BUSINESS – Adjournment**

231 Mr. McGaffney asked for final questions, comments, or corrections before requesting a motion to  
232 adjourn the meeting. There being none, Ms. Loffredo made a motion to adjourn the meeting.

233 On a MOTION by Ms. Loffredo, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board  
234 adjourned the meeting at 9:36 p.m. for the Trout Creek Community Development District.

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

238 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
239 **meeting held on June 25, 2026.**

240  
241  
242  
243

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

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

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

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

244 **Title:**    **Secretary**    **Assistant Secretary**

**Title:**    **Chairman**    **Vice Chairman**

# EXHIBIT 14

*Trout Creek  
Community Development District*

*Financial Statements - Unaudited*

*May 31, 2026*



**Trout Creek CDD  
Balance Sheet  
May 31, 2026**

	General Fund	Reserve Fund	Debt Service 2018	Debt Service 2020	Debt Service 2022	Debt Service 2025	A & C	Total
<b>1 ASSETS</b>								
2 Operating Account - South State	\$ 1,867,918	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,867,918
3 Reserve Account - South State	-	1,423,787	-	-	-	-	-	1,423,787
4 Kayak Account - South State	39,974	-	-	-	-	-	-	39,974
5 Investments:								
6 Revenue Trust Fund			531,456	137,476	144,924	343,586		1,157,442
7 Interest Fund			-	29	31	144		204
8 Prepayment Fund			-	41	-	-		41
9 Rebate Fund			-	-	-	-		-
10 Sinking Fund			-	-	-	-		-
11 Reserve Fund			407,141	239,794	210,638	-		857,573
12 Construction Fund							27,828	27,828
13 Cost of Issuance							6,008	6,008
14 Accounts Receivable	25,884	-	-	-	-	-	15,214	41,098
15 Assessments Receivable - On Roll	23,000	-	4,162	1,339	1,206	7,465	-	37,173
16 Due from Other Funds	41,291	-	5,734	1,695	1,527	8,348	-	58,595
17 Prepaid Items	14,646	-	-	-	-	-	-	14,646
18 Deposits	6,049	-	-	-	-	-	-	6,049
<b>19 TOTAL ASSETS</b>	<b>2,018,762</b>	<b>1,423,787</b>	<b>948,494</b>	<b>380,375</b>	<b>358,325</b>	<b>359,543</b>	<b>49,050</b>	<b>5,538,336</b>
<b>20 LIABILITIES</b>								
21 Accounts Payable	248,411	-	-	-	-	-	-	248,411
22 Accrued Expenses	-	-	-	-	-	-	-	-
23 Rental Deposits Payable	8,064	-	-	-	-	-	-	8,064
24 Sales Tax Payable	18	-	-	-	-	-	-	18
25 Due to Other Funds	17,304	41,291	-	-	-	-	-	58,595
26 Retainage Payable	-	-	-	-	-	-	15,214	15,214
27 Deferred Revenue - On Roll	23,000	-	4,162	1,339	1,206	7,465	-	37,173
<b>28 TOTAL LIABILITIES</b>	<b>296,798</b>	<b>41,291</b>	<b>4,162</b>	<b>1,339</b>	<b>1,206</b>	<b>7,465</b>	<b>15,214</b>	<b>367,476</b>
<b>29 Fund Balance:</b>								
30 Nonspendable	20,695	-	-	-	-	-	-	20,695
31 Assigned	-	-	-	-	-	-	-	-
32 Committed	17,304	-	-	-	-	-	-	-
32 Restricted	-	-	944,332	379,036	357,119	352,078	33,836	5,150,165
33 Unassigned	1,683,964	1,382,496	-	-	-	-	-	-
<b>34 TOTAL FUND BALANCE</b>	<b>1,721,964</b>	<b>1,382,496</b>	<b>944,332</b>	<b>379,036</b>	<b>357,119</b>	<b>352,078</b>	<b>33,836</b>	<b>5,170,860</b>
<b>35 TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 2,018,762</b>	<b>\$ 1,423,787</b>	<b>\$ 948,494</b>	<b>\$ 380,375</b>	<b>\$ 358,325</b>	<b>\$ 359,543</b>	<b>\$ 49,050</b>	<b>\$ 5,538,336</b>

## Trout Creek CDD

### General Fund

#### Statement of Revenue, Expenditures, and Change in Fund Balance

For the period from October 1, 2025 through May 31, 2026

	FY2026 Adopted Budget	Year-to-Date Budget thru 05/31/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 05/31/26
<b>1 REVENUES</b>				
2 Special Assessments - On Roll	\$ 3,809,678	\$ 3,807,773	\$ 3,838,404	\$ 30,631
3 Special Assessments - Off Roll	8,631	8,622	8,636	14
4 Interest	25,000	16,667	26,239	9,572
5 HOA Capital Transfer	110,000	55,000	97,300	42,300
6 Activity Fees	20,000	13,333	17,109	3,776
7 Café Revenues	35,000	17,000	20,009	3,009
8 Facilities Rentals	40,000	26,667	37,053	10,386
9 HOA Reimbursement	45,000	22,500	25,884	3,384
10 Insurance Proceeds	-	-	2,000	2,000
11 Misc. Revenues	-	-	58,184	58,184
12 Special Events Revenues	40,000	26,667	6,462	(20,205)
<b>13 TOTAL REVENUES</b>	<b>\$ 4,133,309</b>	<b>\$ 3,994,229</b>	<b>\$ 4,137,280</b>	<b>\$ 143,051</b>
<b>14 EXPENDITURES</b>				
<b>15 Administrative:</b>				
16 Supervisors Fees	24,000	16,000	14,800	(1,200)
17 Accounting Services	22,362	14,908	17,318	2,410
18 Administrative Services	5,512	3,675	6,297	2,622
19 Arbitrage Rebate Calculation	1,800	1,200	-	(1,200)
20 Assessment Roll	5,966	3,977	8,537	4,560
21 Auditing Services	4,100	2,733	-	(2,733)
22 Disclosure Report	8,000	8,000	10,333	2,333
23 District Engineer	40,000	26,667	24,763	(1,904)
24 District Management	22,122	14,748	28,218	13,470
25 Dues, Licenses & Fees	175	175	546	371
26 Financial & Revenue Collections	5,682	3,788	2,368	(1,421)
27 Legal Advertising	3,500	2,333	1,402	(932)
28 Miscellaneous Fees	1,200	800	1,370	570
29 Public Officials Liability Insurance	3,600	2,400	2,089	(311)
30 Trustee Fees	15,000	11,250	10,033	(1,217)
31 Website Hosting, Maintenance & Backup	3,700	2,467	2,950	483
32 District Counsel	150,000	100,000	118,017	18,017
33 Litigation/Mediation	-	-	21,948	21,948
<b>34 Total Administrative</b>	<b>316,719</b>	<b>215,121</b>	<b>270,989</b>	<b>33,920</b>
<b>35 Field Operations:</b>				
<b>36 Law Enforcement:</b>				
37 Security	62,000	41,333	35,146	(6,188)
<b>38 Total Law Enforcement</b>	<b>62,000</b>	<b>41,333</b>	<b>35,146</b>	<b>(6,188)</b>
<b>39 Utilities:</b>				
40 Electric - Recreation Facilities	56,000	37,333	36,507	(826)
41 Electric - Streetlights	62,000	41,333	49,767	8,433
42 Utility Services - Meters	12,000	8,000	7,252	(748)
43 Gas Utility Services	17,000	11,333	1,341	(9,993)

**Trout Creek CDD  
General Fund**

**Statement of Revenue, Expenditures, and Change in Fund Balance  
For the period from October 1, 2025 through May 31, 2026**

	<b>FY2026 Adopted Budget</b>	<b>Year-to-Date Budget thru 05/31/26</b>	<b>FY2026 Actual Year-to-Date</b>	<b>Over (Under) YTD Budget 05/31/26</b>
44 Garbage/Solid Waste	15,000	10,000	10,880	880
45 Reclaimed Water	445,000	267,000	170,745	(96,255)
46 Water-Sewer Recreational Facilities	18,375	12,250	8,256	(3,994)
47 Total Utilities	<u>625,375</u>	<u>387,250</u>	<u>284,748</u>	<u>(102,502)</u>
48 Stormwater Control:				
49 Aquatic Maintenance	55,000	36,667	33,659	(3,008)
50 Stormwater System Maintenance	3,500	2,333	-	(2,333)
51 Total Stormwater Control	<u>58,500</u>	<u>39,000</u>	<u>33,659</u>	<u>(5,341)</u>
52 Other Physical Environment:				
53 Common Area Pine Straw Mulch	140,000	93,333	157,027	63,694
54 Entry & Wall Maintenance & Repair	2,500	1,667	-	(1,667)
55 General Liability & Property Insurance	112,928	75,285	94,765	19,480
56 Holiday Decorations	7,500	5,500	2,729	(2,771)
57 Irrigation Repair	35,000	23,333	26,320	2,987
58 Landscape & Irrigation Maintenance	1,070,000	691,758	657,720	(34,038)
59 Landscape Replacements	70,000	46,667	85,211	38,544
60 Miscellaneous Expenses	20,000	13,333	37,484	24,151
61 Total Other Physical Environment	<u>1,457,928</u>	<u>950,877</u>	<u>1,061,256</u>	<u>110,379</u>
62 Road & Street Facilities:				
63 Amenity Lighting Repairs	5,000	3,333	-	(3,333)
64 Total Road & Street Facilities	<u>5,000</u>	<u>3,333</u>	<u>-</u>	<u>(3,333)</u>
65 Parks & Recreation				
66 Access Control Maintenance & Repair	10,000	6,667	3,585	(3,082)
67 Janitorial Service	25,000	16,667	7,700	(8,967)
68 Amenity Maintenance & Repair	75,000	50,000	95,946	45,946
69 Amenity Management Service Contracts	23,244	15,496	15,496	-
70 Café Materials	25,000	13,500	10,503	(2,997)
71 Janitorial Supplies	12,000	8,000	17,155	9,155
72 Community Gardens Maintenance & Supplies	500	333	114	(219)
73 Dog Waste Station Supplies	750	500	183	(317)
74 Employee - Amenity Staff	905,000	603,333	489,618	(113,715)
75 Fitness Equipment Lease	37,560	25,040	26,284	1,244
76 Fitness Equipment Maintenance/Repairs	4,000	2,667	2,719	52
77 Licenses, Fees & Permits	16,000	10,667	8,193	(2,473)
78 Lifeguard/Pool Monitors	185,733	35,300	25,637	(9,663)
79 Office Supplies	10,800	7,200	1,648	(5,552)
80 Operating Supplies	7,200	4,800	11,310	6,510
81 Pest Control/Termite Bond	3,000	2,000	2,582	582
82 Pool Chemicals	59,000	59,000	58,714	(286)
83 Pool Maintenance Contract	35,000	23,333	26,411	3,078
84 Security System Monitoring & Maintenance	4,000	2,667	11,210	8,543
85 Telephone, Internet, Cable	15,000	10,000	5,473	(4,527)
86 Tennis Court Programs & Maint & Supplies	5,000	3,333	2,729	(604)
87 Training & Education	5,400	3,600	1,891	(1,709)

**Trout Creek CDD  
General Fund**

**Statement of Revenue, Expenditures, and Change in Fund Balance  
For the period from October 1, 2025 through May 31, 2026**

	<b>FY2026 Adopted Budget</b>	<b>Year-to-Date Budget thru 05/31/26</b>	<b>FY2026 Actual Year-to-Date</b>	<b>Over (Under) YTD Budget 05/31/26</b>
88 Uniforms	2,000	1,333	947	(386)
90 Wildlife Management	1,500	1,000	531	(469)
91 Total Parks & Recreation	<u>1,467,687</u>	<u>906,436</u>	<u>826,579</u>	<u>(79,857)</u>
92 Special Events:				
93 Shuttle Service	15,100	10,550	10,400	(150)
94 Special Events	75,000	55,500	66,373	10,873
95 Total Special Events	<u>90,100</u>	<u>66,050</u>	<u>76,773</u>	<u>10,723</u>
95 Contingency:				
96 Miscellaneous Contingency	50,000	33,333	49,499	16,165
97 Total Contingency	<u>50,000</u>	<u>33,333</u>	<u>49,499</u>	<u>16,165</u>
<b>98 Total Field Operations</b>	<b><u>3,816,590</u></b>	<b><u>2,427,613</u></b>	<b><u>2,367,659</u></b>	<b><u>(59,954)</u></b>
<b>99 Total Expenditures</b>	<b><u>\$ 4,133,309</u></b>	<b><u>\$ 2,642,734</u></b>	<b><u>\$ 2,638,648</u></b>	<b><u>\$ (26,034)</u></b>
<b>100 Excess of Revenue Over/(Under) Expenditures</b>	<b><u>-</u></b>	<b><u>1,351,495</u></b>	<b><u>1,498,632.37</u></b>	<b><u>169,086</u></b>
<b>101 Other Funding Sources/(Uses)</b>				
102 Transfers In	-	-	3,358,757	3,358,757
103 Transfers Out	-	-	(3,358,757)	(3,358,757)
<b>104 Total Other Funding Sources/(Uses)</b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b>105 Net Change in Fund Balance</b>	<b><u>-</u></b>	<b><u>1,351,495</u></b>	<b><u>1,498,632.57</u></b>	<b><u>169,086</u></b>
106 Fund Balance - Beginning			223,331	223,331
<b>107 Fund Balance - Ending</b>	<b><u>\$ -</u></b>	<b><u>\$ 1,351,495</u></b>	<b><u>\$ 1,721,963.75</u></b>	<b><u>\$ 392,417</u></b>

# Trout Creek CDD

## General Fund

### Statement of Revenue, Expenditures, and Change in Fund Balance

For the period from October 1, 2025 through May 31, 2026

	FY2026 Adopted Budget	Year-to-Date Budget thru 05/31/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 05/31/26	Budget to Actual Percentage
<b>1 REVENUES</b>					
2 Special Assessments - On Roll	\$ 3,809,678	\$ 3,807,773	\$ 3,838,404	\$ 30,631	100.75%
3 Special Assessments - Off Roll	8,631	8,622	8,636	14	100.06%
4 Interest	25,000	16,667	26,239	9,572	104.96%
5 HOA Capital Transfer	110,000	55,000	97,300	42,300	88.45%
6 Activity Fees	20,000	13,333	17,109	3,776	85.54%
7 Café Revenues	35,000	17,000	20,009	3,009	57.17%
8 Facilities Rentals	40,000	26,667	37,053	10,386	92.63%
9 HOA Reimbursement	45,000	22,500	25,884	3,384	57.52%
10 Insurance Proceeds	-	-	2,000	2,000	-
11 Misc. Revenues	-	-	58,184	58,184	-
12 Special Events Revenues	40,000	26,667	6,462	(20,205)	16.16%
<b>13 TOTAL REVENUES</b>	<b>\$ 4,133,309</b>	<b>\$ 3,994,229</b>	<b>\$ 4,137,280</b>	<b>\$ 143,051</b>	<b>100.10%</b>
<b>14 EXPENDITURES</b>					
<b>15 Administrative:</b>					
16 Supervisors Fees	24,000	16,000	14,800	(1,200)	61.67%
17 Accounting Services	22,362	14,908	17,318	2,410	77.44%
18 Administrative Services	5,512	3,675	6,297	2,622	114.24%
19 Arbitrage Rebate Calculation	1,800	1,200	-	(1,200)	0.00%
20 Assessment Roll	5,966	3,977	8,537	4,560	143.10%
21 Auditing Services	4,100	2,733	-	(2,733)	0.00%
22 Disclosure Report	8,000	8,000	10,333	2,333	129.17%
23 District Engineer	40,000	26,667	24,763	(1,904)	61.91%
24 District Management	22,122	14,748	28,218	13,470	127.55%
25 Dues, Licenses & Fees	175	175	546	371	312.23%
26 Financial & Revenue Collections	5,682	3,788	2,368	(1,421)	41.67%
27 Legal Advertising	3,500	2,333	1,402	(932)	40.05%
28 Miscellaneous Fees	1,200	800	1,370	570	114.18%
29 Public Officials Liability Insurance	3,600	2,400	2,089	(311)	58.04%
30 Trustee Fees	15,000	11,250	10,033	(1,217)	66.89%
31 Website Hosting, Maintenance & Backup	3,700	2,467	2,950	483	79.73%
32 District Counsel	150,000	100,000	118,017	18,017	78.68%
33 Litigation/Mediation	-	-	21,948	21,948	-
<b>34 Total Administrative</b>	<b>316,719</b>	<b>215,121</b>	<b>270,989</b>	<b>33,920</b>	<b>85.56%</b>
<b>35 Field Operations:</b>					
<b>36 Law Enforcement:</b>					
37 Security	62,000	41,333	35,146	(6,188)	56.69%
<b>38 Total Law Enforcement</b>	<b>62,000</b>	<b>41,333</b>	<b>35,146</b>	<b>(6,188)</b>	<b>56.69%</b>
<b>39 Utilities:</b>					
40 Electric - Recreation Facilities	56,000	37,333	36,507	(826)	65.19%
41 Electric - Streetlights	62,000	41,333	49,767	8,433	80.27%
42 Utility Services - Meters	12,000	8,000	7,252	(748)	60.44%
43 Gas Utility Services	17,000	11,333	1,341	(9,993)	7.89%

**Trout Creek CDD  
General Fund**

**Statement of Revenue, Expenditures, and Change in Fund Balance  
For the period from October 1, 2025 through May 31, 2026**

	<b>FY2026 Adopted Budget</b>	<b>Year-to-Date Budget thru 05/31/26</b>	<b>FY2026 Actual Year-to-Date</b>	<b>Over (Under) YTD Budget 05/31/26</b>	<b>Budget to Actual Percentage</b>
44 Garbage/Solid Waste	15,000	10,000	10,880	880	72.53%
45 Reclaimed Water	445,000	267,000	170,745	(96,255)	38.37%
46 Water-Sewer Recreational Facilities	18,375	12,250	8,256	(3,994)	44.93%
47 Total Utilities	<u>625,375</u>	<u>387,250</u>	<u>284,748</u>	<u>(102,502)</u>	<b>45.53%</b>
48 Stormwater Control:					
49 Aquatic Maintenance	55,000	36,667	33,659	(3,008)	61.20%
50 Stormwater System Maintenance	3,500	2,333	-	(2,333)	0.00%
51 Total Stormwater Control	<u>58,500</u>	<u>39,000</u>	<u>33,659</u>	<u>(5,341)</u>	<b>57.54%</b>
52 Other Physical Environment:					
53 Common Area Pine Straw Mulch	140,000	93,333	157,027	63,694	112.16%
54 Entry & Wall Maintenance & Repair	2,500	1,667	-	(1,667)	0.00%
55 General Liability & Property Insurance	112,928	75,285	94,765	19,480	83.92%
56 Holiday Decorations	7,500	5,500	2,729	(2,771)	36.39%
57 Irrigation Repair	35,000	23,333	26,320	2,987	75.20%
58 Landscape & Irrigation Maintenance	1,070,000	691,758	657,720	(34,038)	61.47%
59 Landscape Replacements	70,000	46,667	85,211	38,544	121.73%
60 Miscellaneous Expenses	20,000	13,333	37,484	24,151	187.42%
61 Total Other Physical Environment	<u>1,457,928</u>	<u>950,877</u>	<u>1,061,256</u>	<u>110,379</u>	<b>72.79%</b>
62 Road & Street Facilities:					
63 Amenity Lighting Repairs	5,000	3,333	-	(3,333)	0.00%
64 Total Road & Street Facilities	<u>5,000</u>	<u>3,333</u>	<u>-</u>	<u>(3,333)</u>	<b>0.00%</b>
65 Parks & Recreation					
66 Access Control Maintenance & Repair	10,000	6,667	3,585	(3,082)	35.85%
67 Janitorial Service	25,000	16,667	7,700	(8,967)	30.80%
68 Amenity Maintenance & Repair	75,000	50,000	95,946	45,946	127.93%
69 Amenity Management Service Contracts	23,244	15,496	15,496	-	66.67%
70 Café Materials	25,000	13,500	10,503	(2,997)	42.01%
71 Janitorial Supplies	12,000	8,000	17,155	9,155	142.95%
72 Community Gardens Maintenance & Supplies	500	333	114	(219)	22.84%
73 Dog Waste Station Supplies	750	500	183	(317)	24.37%
74 Employee - Amenity Staff	905,000	603,333	489,618	(113,715)	54.10%
75 Fitness Equipment Lease	37,560	25,040	26,284	1,244	69.98%
76 Fitness Equipment Maintenance/Repairs	4,000	2,667	2,719	52	67.96%
77 Licenses, Fees & Permits	16,000	10,667	8,193	(2,473)	51.21%
78 Lifeguard/Pool Monitors	185,733	35,300	25,637	(9,663)	13.80%
79 Office Supplies	10,800	7,200	1,648	(5,552)	15.26%
80 Operating Supplies	7,200	4,800	11,310	6,510	157.09%
81 Pest Control/Termite Bond	3,000	2,000	2,582	582	86.07%
82 Pool Chemicals	59,000	59,000	58,714	(286)	99.51%
83 Pool Maintenance Contract	35,000	23,333	26,411	3,078	75.46%
84 Security System Monitoring & Maintenance	4,000	2,667	11,210	8,543	280.25%
85 Telephone, Internet, Cable	15,000	10,000	5,473	(4,527)	36.49%
86 Tennis Court Programs & Maint & Supplies	5,000	3,333	2,729	(604)	54.58%
87 Training & Education	5,400	3,600	1,891	(1,709)	35.02%

**Trout Creek CDD  
General Fund**

**Statement of Revenue, Expenditures, and Change in Fund Balance  
For the period from October 1, 2025 through May 31, 2026**

	FY2026 Adopted Budget	Year-to-Date Budget thru 05/31/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 05/31/26	Budget to Actual Percentage
88 Uniforms	2,000	1,333	947	(386)	47.37%
90 Wildlife Management	1,500	1,000	531	(469)	35.40%
91 Total Parks & Recreation	<u>1,467,687</u>	<u>906,436</u>	<u>826,579</u>	<u>(79,857)</u>	<u>56.32%</u>
92 Special Events:					
93 Shuttle Service	15,100	10,550	10,400	(150)	68.87%
94 Special Events	75,000	55,500	66,373	10,873	88.50%
95 Total Special Events	<u>90,100</u>	<u>66,050</u>	<u>76,773</u>	<u>10,723</u>	<u>85.21%</u>
95 Contingency:					
96 Miscellaneous Contingency	50,000	33,333	49,499	16,165	99.00%
97 Total Contingency	<u>50,000</u>	<u>33,333</u>	<u>49,499</u>	<u>16,165</u>	<u>99.00%</u>
98 <b>Total Field Operations</b>	<u><b>3,816,590</b></u>	<u><b>2,427,613</b></u>	<u><b>2,367,659</b></u>	<u><b>(59,954)</b></u>	<u><b>62.04%</b></u>
99 <b>Total Expenditures</b>	<u><b>\$ 4,133,309</b></u>	<u><b>\$ 2,642,734</b></u>	<u><b>\$ 2,638,648</b></u>	<u><b>\$ (26,034)</b></u>	<u><b>63.84%</b></u>
100 <b>Excess of Revenue Over/(Under) Expenditures</b>	<u>-</u>	<u>1,351,495</u>	<u>1,498,632.37</u>	<u>169,086</u>	
101 <b>Other Funding Sources/(Uses)</b>					
102 Transfers In	-	-	3,358,757	3,358,757	
103 Transfers Out	-	-	(3,358,757)	(3,358,757)	
104 <b>Total Other Funding Sources/(Uses)</b>	<u>-</u>	<u>-</u>	<u>0</u>	<u>0</u>	
105 <b>Net Change in Fund Balance</b>	<u>-</u>	<u>1,351,495</u>	<u>1,498,632.57</u>	<u>169,086</u>	
106 Fund Balance - Beginning			223,331	223,331	
107 <b>Fund Balance - Ending</b>	<u><b>\$ -</b></u>	<u><b>\$ 1,351,495</b></u>	<u><b>\$ 1,721,963.75</b></u>	<u><b>\$ 392,417</b></u>	

**Trout Creek CDD  
Reserve Fund**

**Statement of Revenue, Expenditures, and Change in Fund Balance  
For the period from October 1, 2025 through May 31, 2026**

	<b>FY2026 Adopted Budget</b>	<b>FY2026 Actual Year-to-Date</b>	<b>Over (Under) Annual Budget</b>	<b>% of Budget</b>
<b>1 REVENUES</b>				
2 Special Assessments	\$ 425,000	\$ 425,000	\$ -	100.00%
3 Interest	40,000	14,275	(25,725)	35.69%
<b>4 TOTAL REVENUES</b>	<b>465,000</b>	<b>439,275</b>	<b>(25,725)</b>	<b>94.47%</b>
<b>5 EXPENDITURES</b>				
6 Capital Outlay	465,000	\$ 268,460	(196,540)	57.73%
<b>7 TOTAL EXPENDITURES</b>	<b>465,000</b>	<b>268,460</b>	<b>(196,540)</b>	<b>1</b>
<b>8 Revenues Over/(Under) Expenditures</b>	-	170,815	170,815	
<b>9 OTHER FINANCING SOURCES/(USES)</b>				
10 Transfers In		3,358,757	3,358,757	
11 Transfers Out		(2,838,486)	(2,838,486)	
<b>12 TOTAL OTHER FINANCING SOURCES/(USES)</b>	-	<b>520,271</b>	<b>520,271</b>	
<b>13 FUND BALANCE BEGINNING</b>	-	691,409	691,409	
<b>14 Net Changes in fund balance</b>	-	691,086	691,086	
<b>15 FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ 1,382,496</b>	<b>\$ 1,382,496</b>	

**Trout Creek CDD  
Debt Service 2018**

**Statement of Revenue, Expenditures, and Change in Fund Balance  
For the period from October 1, 2025 through May 31, 2026**

	<b>FY2026 Adopted Budget</b>	<b>FY2026 Actual Year-to-Date</b>	<b>Over (Under) Annual Budget</b>	<b>% of Budget</b>
<b>1 REVENUES</b>				
2 Special Assessments	\$ 815,146	\$ 820,686	\$ 5,540	100.68%
3 Interest	-	26,679	26,679	
<b>4 TOTAL REVENUES</b>	<b>815,146</b>	<b>847,365</b>	<b>32,219</b>	<b>103.95%</b>
<b>5 EXPENDITURES</b>				
6 Interest Expense				
7     May 1, 2026	294,553	294,553	0	100.00%
8     November 1, 2025	294,553	294,691	138	100.05%
9 Principal Payment May 1, 2026	230,000	235,000	5,000	102.17%
<b>10 TOTAL EXPENDITURES</b>	<b>819,106</b>	<b>824,244</b>	<b>5,138</b>	<b>100.63%</b>
<b>11 Revenues Over/(Under) Expenditures</b>	<b>(3,960)</b>	<b>23,121</b>	<b>27,081</b>	<b>-583.84%</b>
<b>12 OTHER FINANCING SOURCES/(USES)</b>				
13 Transfers In		-	-	
14 Transfers Out		(408,569)	(408,569)	
<b>15 TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>-</b>	<b>(408,569)</b>	<b>408,569</b>	
<b>16 FUND BALANCE BEGINNING</b>	<b>-</b>	<b>1,329,779</b>	<b>1,329,779</b>	
<b>17 Net Changes in fund balance</b>	<b>(3,960)</b>	<b>(385,448)</b>	<b>(381,487)</b>	
<b>18 FUND BALANCE, ENDING</b>	<b>\$ (3,960)</b>	<b>\$ 944,332</b>	<b>\$ 948,292</b>	

**Trout Creek CDD**  
**Debt Service 2020**  
**Statement of Revenue, Expenditures, and Change in Fund Balance**  
**For the period from October 1, 2024 through May 31, 2026**

	<b>FY2026 Adopted Budget</b>	<b>FY2026 Actual Year-to-Date</b>	<b>Over (Under) Annual Budget</b>	<b>% of Budget</b>
<b>1 REVENUES</b>				
2 Special Assessments	\$ 241,444	\$ 243,081	\$ 1,637	100.68%
3 Interest	-	8,724	8,724	
<b>4 TOTAL REVENUES</b>	<b>241,444</b>	<b>251,805</b>	<b>10,361</b>	<b>104.29%</b>
<b>5 EXPENDITURES</b>				
6 Interest Expense				
7 May 1, 2026	73,425	74,938	1,513	102.06%
8 November 1, 2025	74,938	74,938	(1)	
9 Principal Payment May 1, 2026	90,000	90,000	-	100.00%
<b>10 TOTAL EXPENDITURES</b>	<b>238,363</b>	<b>239,875</b>	<b>1,512</b>	<b>100.63%</b>
<b>11 Revenues Over/(Under) Expenditures</b>	<b>3,081</b>	<b>11,930</b>	<b>8,849</b>	<b>387.19%</b>
<b>12 OTHER FINANCING SOURCES/(USES)</b>				
13 Transfers In		-	-	
14 Transfers Out		-	-	
<b>15 TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>16 FUND BALANCE BEGINNING</b>	<b>-</b>	<b>367,106</b>	<b>367,106</b>	
<b>17 Net Changes in fund balance</b>	<b>3,081</b>	<b>11,930</b>	<b>8,849</b>	
<b>18 FUND BALANCE, ENDING</b>	<b>\$ 3,081</b>	<b>\$ 379,036</b>	<b>\$ 375,955</b>	

**Trout Creek CDD**  
**Debt Service 2022**  
**Statement of Revenue, Expenditures, and Change in Fund Balance**  
**For the period from October 1, 2024 through May 31, 2026**

	<b>FY2025 Adopted Budget</b>	<b>FY2026 Actual Year-to-Date</b>	<b>Over (Under) Annual Budget</b>	<b>% of Budget</b>
<b>1 REVENUES</b>				
2 Special Assessments	\$ 217,410	\$ 218,884	\$ 1,474	100.68%
3 Interest	-	7,820	7,820	
<b>4 TOTAL REVENUES</b>	<b>217,410</b>	<b>226,704</b>	<b>9,294</b>	<b>104.27%</b>
<b>5 EXPENDITURES</b>				
6 Interest Expense				
7 May 1, 2026	129,396	79,396	(50,000)	61.36%
8 November 1, 2025	78,208	79,396	1,188	101.52%
9 Principal Payment May 1, 2026	50,000	50,000	-	100.00%
<b>10 TOTAL EXPENDITURES</b>	<b>257,604</b>	<b>208,791</b>	<b>(48,813)</b>	<b>81.05%</b>
<b>11 Revenues Over/(Under) Expenditures</b>	<b>(40,194)</b>	<b>17,913</b>	<b>58,107</b>	<b>-44.57%</b>
<b>12 OTHER FINANCING SOURCES/(USES)</b>				
13 Transfers In		-	-	
14 Transfers Out		-	-	
<b>15 TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>16 FUND BALANCE BEGINNING</b>	<b>-</b>	<b>339,206</b>	<b>339,206</b>	
<b>17 Net Changes in fund balance</b>	<b>(40,194)</b>	<b>17,913</b>	<b>58,107</b>	
<b>18 FUND BALANCE, ENDING</b>	<b>\$ (40,194)</b>	<b>\$ 357,119</b>	<b>\$ 397,312</b>	

**Trout Creek CDD**  
**Debt Service 2025**  
**Statement of Revenue, Expenditures, and Change in Fund Balance**  
**For the period from October 1, 2024 through May 31, 2026**

	<b>FY2025 Adopted Budget</b>	<b>FY2026 Actual Year-to-Date</b>	<b>Over (Under) Annual Budget</b>	<b>% of Budget</b>
<b>1 REVENUES</b>				
2 Special Assessments	\$ 1,192,288	\$ 1,199,357	\$ 7,069	100.59%
3 Interest	-	12,547	12,547	
<b>4 TOTAL REVENUES</b>	<b>1,192,288</b>	<b>1,211,904</b>	<b>19,617</b>	<b>101.65%</b>
<b>5 EXPENDITURES</b>				
6 Interest Expense				
7 May 1, 2026	340,906	340,956	50	100.01%
8 November 1, 2025	329,906	299,284	(30,622)	
9 Principal Payment May 1, 2026	520,000	520,000	-	100.00%
<b>10 TOTAL EXPENDITURES</b>	<b>1,190,812</b>	<b>1,160,240</b>	<b>(30,572)</b>	<b>97.43%</b>
<b>11 Revenues Over/(Under) Expenditures</b>	<b>1,476</b>	<b>51,664</b>	<b>50,189</b>	<b>3501.24%</b>
<b>12 OTHER FINANCING SOURCES/(USES)</b>				
13 Transfers In		-	-	
14 Transfers Out		520,271	520,271	
<b>15 TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>-</b>	<b>(520,271)</b>	<b>(520,271)</b>	
<b>16 FUND BALANCE BEGINNING</b>	<b>-</b>	<b>820,685</b>	<b>820,685</b>	
<b>17 Net Changes in fund balance</b>	<b>1,476</b>	<b>(468,607)</b>	<b>(470,083)</b>	
<b>18 FUND BALANCE, ENDING</b>	<b>\$ 1,476</b>	<b>\$ 352,078</b>	<b>\$ 350,602</b>	

**Trout Creek CDD**  
**Acquisition & Construction Funds**  
**Statement of Revenue, Expenditures, and Change in Fund Balance**  
**For the period from October 1, 2025 through May 31, 2026**

	<b>Acq &amp; Const 2018</b>	<b>Acq &amp; Const 2020</b>	<b>Acq &amp; Const 2022</b>	<b>Acq &amp; Const 2025</b>	<b>Total Acq &amp; Const</b>
<b>1 REVENUE</b>					
2 Interest	\$ 1,218	\$ -	\$ 201	\$ 7,561	\$ 8,981
<b>3 TOTAL REVENUE</b>	<b>1,218</b>	<b>-</b>	<b>201</b>	<b>7,561</b>	<b>8,981</b>
<b>4 EXPENDITURES</b>					
5 Construction in Progress	414,178	-	-	408,215	822,394
<b>6 TOTAL EXPENDITURES</b>	<b>414,178</b>	<b>-</b>	<b>-</b>	<b>408,215</b>	<b>822,394</b>
<b>7 REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>(412,960)</b>	<b>-</b>	<b>201</b>	<b>(400,654)</b>	<b>(813,413)</b>
<b>8 OTHER FINANCING SOURCES/(USES)</b>					
9 Transfers In	408,569	-	-	-	408,569
10 Transfers Out	-	-	-	-	-
<b>11 TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>408,569</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>408,569</b>
<b>12 FUND BALANCE BEGINNING (OCT 1, 2025)</b>	<b>5,538</b>	<b>-</b>	<b>8,547</b>	<b>424,595</b>	<b>438,680</b>
<b>13 NET CHANGES IN FUND BALANCE</b>	<b>(4,391)</b>	<b>-</b>	<b>201</b>	<b>(400,654)</b>	<b>(404,844)</b>
<b>14 FUND BALANCE, ENDING</b>	<b>\$ 1,146</b>	<b>\$ -</b>	<b>\$ 8,749</b>	<b>\$ 23,941</b>	<b>\$ 33,836</b>

**Trout Creek CDD**  
**Cash and Investment Report**  
**May 31, 2026**

**GENERAL FUND**

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
Operating Account	South State	N/A	\$ 1,867,918
Money Market	South State	N/A	1,423,787
Kayak	South State	0.00%	39,974
<b>Total GF</b>			<b>\$ 3,331,678</b>

**DEBT SERVICE FUNDS**

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
2018 Revenue Trust Fund	BNY	3.51%	\$ 531,456
2018 Reserve Fund	BNY	3.51%	407,141
<b>Subtotal DS 2018</b>			<b>\$ 531,456</b>
2020 Revenue Trust Fund	BNY	3.51%	\$ 137,476
2020 Interest Fund	BNY	3.51%	29
2020 Prepayment	BNY	3.51%	41
2020 Sinking Fund	BNY	3.51%	-
2020 Reserve Fund	BNY	3.51%	239,794
<b>Subtotal DS 2020</b>			<b>\$ 137,546</b>
2022 Revenue Trust Fund	BNY	3.51%	\$ 144,924
2022 Interest Fund	BNY	3.51%	31
2022 Reserve Fund	BNY	3.51%	210,638
<b>Suntotal DS 2022</b>			<b>\$ 144,955</b>
2025 Revenue Trust Fund	BNY	3.51%	\$ 343,586
2025 Interest Fund	BNY	3.51%	144
<b>Subtotal DS 2025</b>			<b>\$ 343,730</b>
<b>Total DS</b>			<b>\$ 1,157,687</b>
<b>Total All Funds</b>			<b>\$ 4,489,365</b>

**Trout Creek CDD  
Check Register  
May 31, 2026**

Date	Num	Name	Memo	Debit	Credit	Balance
04/30/2026			Balance Forward			2,310,044.54
05/01/2026	34		To reclass VNB CC chg Swim Outlet from GF to CRF	6,063.40		2,316,107.94
05/04/2026			Deposit	1,000.00		2,317,107.94
05/04/2026			Deposit	750.00		2,317,857.94
05/04/2026	0504026ACH1	AT&T	Telephone & Internet 4/9/26 - 5/8/26		193.27	2,317,664.67
05/04/2026	050426ACH1	Republic Services			2,544.82	2,315,119.85
05/05/2026	100042	C Buss Enterprises, Inc.	Invoice: 6003 (Reference: Pool Service May 26. )		2,935.72	2,312,184.13
05/05/2026	100043	Hi-Tech System Associates	Invoice: 440793 (Reference: Access Control System. )		125.00	2,312,059.13
05/05/2026	100044	Prestige Landscapes of North Florida, Inc	Invoice: 12792 (Reference: Landscape Maintenance May 26. ) Invoice: 12791 (Reference: Landscap...		48,062.93	2,263,996.20
05/05/2026	100045	Sundancer Sign Graphics	Invoice: 15865 (Reference: Sign Installation. ) Invoice: 15749 (Reference: Sign Installation. )		3,220.00	2,260,776.20
05/05/2026	100046	First Coast Vendor Village	Invoice: 042926- (Reference: Special Event - Memorial Day. )		2,200.00	2,258,576.20
05/05/2026	100047	TIGRIS Aquatic Services, LLC	Invoice: 4645398 (Reference: Aquatic Services. )		4,100.00	2,254,476.20
05/05/2026	100048	VGlobal Tech	Invoice: 8452 (Reference: ADA Website Maintenance. )		175.00	2,254,301.20
05/05/2026	100049	LuttMedia	Invoice: INV0033 (Reference: Live Steaming Service 4/26. )		350.00	2,253,951.20
05/05/2026	100050	FCS Management Group, LLC	Invoice: 202600503-003 (Reference: District Management Services May 26. )		5,000.00	2,248,951.20
05/05/2026	050526ACH1	Florida Power & Light Company	574 TIMBERWOLF TRL Mar 13, 2026 to Apr 13, 2026		31.66	2,248,919.54
05/05/2026	050526ACH2	Florida Power & Light Company	38 ROSEMONT DR Mar 13, 2026 to Apr 13, 2026		40.04	2,248,879.50
05/05/2026	050526ACH3	Florida Power & Light Company	37 TIMBERWOLF TRL Mar 13, 2026 to Apr 13, 2026		55.91	2,248,823.59
05/05/2026	050526ACH4	Florida Power & Light Company	25 RIDGEWIND DR #LTG Mar 13, 2026 to Apr 13, 2026		62.53	2,248,761.06
05/05/2026	050526ACH5	Florida Natural Gas	182 Kayak Way 3/3/26 - 4/1/26		91.04	2,248,670.02
05/06/2026	100051	Cronin Ace Hardware	Invoice: 009259/1 (Reference: Cable Ties. )		31.47	2,248,638.55
05/06/2026	100052	Prestige Landscapes of North Florida, Inc	Invoice: 12779 (Reference: Irrigation Repairs. )		1,613.41	2,247,025.14
05/06/2026	100053	Debonis ProGas, Inc.	Invoice: 270712424 (Reference: SVC - 2 GR. )		285.00	2,246,740.14
05/07/2026			Deposit	3,005.00		2,249,745.14
05/07/2026			Deposit	41.30		2,249,786.44
05/11/2026			Deposit	194.50		2,249,980.94
05/11/2026			Interest	1,403.25		2,251,384.19
05/12/2026	051226ACH1	Nadar's Pest Raiders	Commercial Pest Service May 26		99.00	2,251,285.19
05/12/2026	051226ACH2	Nadar's Pest Raiders	Initial Mosquito Service		100.00	2,251,185.19
05/12/2026	051226ACH3	Nadar's Pest Raiders	Pest Control Service May 26		119.00	2,251,066.19
05/12/2026	051226ACH4	Nadar's Pest Raiders	Rodent Control Service May 26		191.00	2,250,875.19
05/12/2026	051226ACH5	JEA	Water, Sewer & Irrigation 3/15/26 - 4/14/26		27,506.46	2,223,368.73
05/13/2026			Deposit	2,612.36		2,225,981.09
05/13/2026	100054	Prestige Landscapes of North Florida, Inc	Invoice: 12789 (Reference: Plant Replacement. ) Invoice: 12790 (Reference: Plant Replacements....		3,875.40	2,222,105.69
05/13/2026	100055	Tri-County Safety and Security	Invoice: B-1861 (Reference: Guard Services 4/16/26 - 4/30/26. )		4,180.50	2,217,925.19
05/13/2026	100056	Sundancer Sign Graphics	Invoice: 15879 (Reference: Amenity Sign. )		650.00	2,217,275.19
05/13/2026	100057	First Coast Vendor Village	Invoice: 051126- (Reference: Easter Bunny Custume. )		150.00	2,217,125.19
05/13/2026	100058	Vesta District Services	Invoice: 432485 (Reference: Transition Services May 26. )		3,857.14	2,213,268.05
05/14/2026	100059	C Buss Enterprises, Inc.	Invoice: 5780 (Reference: Pool Service April 26. )		3,024.28	2,210,243.77
05/14/2026	100060	Hi-Tech System Associates	Invoice: 442147 (Reference: Security Monitoring. ) Invoice: 442176 (Reference: Camera System i...		2,413.98	2,207,829.79
05/14/2026	100061	Buzz FX Pro	Invoice: 022726- (Reference: Egg Hunt. )		450.00	2,207,379.79

**Trout Creek CDD  
Check Register  
May 31, 2026**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
05/14/2026	100062	Alpha Foundations Specialists, LLC	Invoice: 80493 (Reference: Caulk Crack Repairs. )		2,021.29	2,205,358.50
05/14/2026	100063	Greenlee Law, PLLC	Invoice: 2163 (Reference: Legal Services. )		2,833.00	2,202,525.50
05/14/2026	100064	Maximum Entertainment Trivia	Invoice: 27 (Reference: Pool DJ 5/25/26. ) Invoice: 26 (Reference: Pool DJ 3/22/26. )		700.00	2,201,825.50
05/14/2026	051426ACH1	Gannett Florida LocalIQ			255.60	2,201,569.90
05/14/2026	051426ACH2	Amazon Capital Services, Inc.	Various Purchases		9,913.88	2,191,656.02
05/18/2026			Deposit	861.00		2,192,517.02
05/18/2026	100065	Greenlee Law, PLLC	Invoice: 2182 (Reference: Legal Services Mar 26. )		5,092.00	2,187,425.02
05/18/2026	100066	Gannett Florida LocalIQ	Invoice: 0007690488 (Reference: Legal Advertising. )		667.60	2,186,757.42
05/18/2026	051826ACH1	AT&T	TV & Internet 4/26/26 - 5/25/26		32.10	2,186,725.32
05/18/2026	051826ACH2	AT&T	TV & Internet 4/26/26 - 5/25/26		32.10	2,186,693.22
05/19/2026	051926ACH1	Florida Power & Light Company	31 SEASTAR CT # HOA Apr 3, 2026 to May 5, 2026		31.11	2,186,662.11
05/19/2026	051926ACH2	Florida Power & Light Company	133 APPIAN AVE #LGHTS Apr 3, 2026 to May 5, 2026		33.04	2,186,629.07
05/19/2026	051926ACH5	Florida Power & Light Company	1626 SHEARWATER PKWY #IRR Apr 3, 2026 to May 5, 2026		37.97	2,186,591.10
05/19/2026	051926ACH6	Florida Power & Light Company	121 KAYAK CLUB DR # LANDSCAPE Apr 3, 2026 to May 5, 2026		38.57	2,186,552.53
05/19/2026	051926ACH8	Florida Power & Light Company	79 FALLS DR #LGHTS Apr 3, 2026 to May 5, 2026		47.47	2,186,505.06
05/19/2026	051926ACH9	Florida Power & Light Company	158 DALTON CIR #LGHTS Apr 3, 2026 to May 5, 2026		48.76	2,186,456.30
05/19/2026	051926ACH10	Florida Power & Light Company	435 SHEARWATER PKWY # LANDSCAPE Apr 3, 2026 to May 5, 2026		53.71	2,186,402.59
05/19/2026	051926ACH11	Florida Power & Light Company	2105 SHEARWATER PKWY Apr 3, 2026 to May 5, 2026		70.48	2,186,332.11
05/19/2026	051926ACH13	Florida Power & Light Company	639 SHEARWATER PKWY # LANDSCAPE Apr 3, 2026 to May 5, 2026		71.76	2,186,260.35
05/19/2026	051926ACH14	Florida Power & Light Company	15 SHEARWATER PKWY # SIGN Apr 3, 2026 to May 5, 2026		74.36	2,186,185.99
05/19/2026	051926ACH15	Florida Power & Light Company	871 SHEARWATER PKWY # LANDSCAPE Apr 3, 2026 to May 5, 2026		79.58	2,186,106.41
05/19/2026	051926ACH16	Florida Power & Light Company	275 SHEARWATER PKWY # LANDSCAPE Apr 3, 2026 to May 5, 2026		168.97	2,185,937.44
05/19/2026	051926ACH17	Florida Power & Light Company	126 KAYAK WAY # AMENITY 1 Apr 3, 2026 to May 5, 2026		282.07	2,185,655.37
05/19/2026	051926ACH18	Florida Power & Light Company	100 KAYAK WAY # AMENITY 2 Apr 3, 2026 to May 5, 2026		681.18	2,184,974.19
05/19/2026	051926ACH19	Florida Power & Light Company	144 KAYAK WAY # AMENITY 3 Apr 3, 2026 to May 5, 2026		1,226.77	2,183,747.42
05/19/2026	051926ACH20	Florida Power & Light Company	182 KAYAK WAY # AMENITY 4 Apr 3, 2026 to May 5, 2026		3,570.06	2,180,177.36
05/19/2026	051926ACH21	Florida Power & Light Company	100 COUNTY ROAD 210 W Apr 3, 2026 to May 5, 2026		6,308.27	2,173,869.09
05/19/2026	051926ACH12	Florida Power & Light Company	405 KINGBIRD DR #LF STA Apr 7, 2026 to May 7, 2026		70.62	2,173,798.47
05/19/2026	051926ACH4	Florida Power & Light Company	315 ROSEMONT DR # IRR Apr 7, 2026 to May 7, 2026		34.42	2,173,764.05
05/19/2026	051926ACH3	Florida Power & Light Company	204 CHALET CT #IRR Apr 7, 2026 to May 7, 2026		30.80	2,173,733.25
05/19/2026	051926ACH7	Florida Power & Light Company	23 CALCUTTA DR # IRR Apr 7, 2026 to May 7, 2026		47.50	2,173,685.75
05/20/2026	100067	Kilinski Van Wyk, PLLC	Invoice: 15003 (Reference: Legal Services April 26. ) Invoice: 15006 (Reference: Legal Service...		30,440.01	2,143,245.74
05/20/2026	100068	Vesta District Services	Invoice: 432435 (Reference: Billable Expenses - Apr 2026. )		2,260.83	2,140,984.91
05/20/2026	100069	Hi-Tech System Associates	Invoice: 442148 (Reference: Security Monitoring May 26. ) Invoice: 80115 (Reference: Service C...		344.99	2,140,639.92
05/20/2026	100070	Mini Melts USA LLC	Invoice: 839994 (Reference: Ice Cream for special event. )		549.08	2,140,090.84
05/20/2026	100071	Prestige Landscapes of North Florida, Inc	Invoice: 12740 (Reference: Landscape Management Mar 26. ) Invoice: 12742 (Reference: Landscape...		48,062.93	2,092,027.91
05/20/2026	100072	LIVunLtd.	Invoice: CINV-187510 (Reference: Fitness Equipment Service. )		249.00	2,091,778.91
05/20/2026	100073	Sterling Specialties	Invoice: 199376 (Reference: Install Screen Mesh Inserts. )		4,320.00	2,087,458.91
05/20/2026	100074	Yuro & Associates, LLC	Invoice: 4072 (Reference: Engineering Services Apr 26. )		1,110.00	2,086,348.91
05/20/2026	100075	O & Estee Enterprises, Inc.	Invoice: 032126- (Reference: Special Event - Mar 26. )		288.00	2,086,060.91
05/20/2026	100076	Cintas Corporation	Invoice: 4259176393 (Reference: Janitorial Supplies. ) Invoice: 4259911170 (Reference: Janitor...		3,151.23	2,082,909.68

**Trout Creek CDD  
Check Register  
May 31, 2026**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
05/20/2026	100077	Debonis ProGas, Inc.	Invoice: 270712509 (Reference: Service call (customer supplied parts.))		357.50	2,082,552.18
05/20/2026	100078	Tipsy Turvy	Invoice: 1788499-000109 (Reference: Bartending Service May 18, 2026.)		150.00	2,082,402.18
05/20/2026	ACH05202026	Florida Dept of Revenue	Sales Tax		306.98	2,082,095.20
05/21/2026	100079	Richard C. Wright	Invoice: BOS MTG 5.11.26 (Reference: BOS MTG 5/11/26.)		200.00	2,081,895.20
05/21/2026	100080	James J. Breslin, III	Invoice: 051126 BOS (Reference: BOS Meeting 5/11/26.)		200.00	2,081,695.20
05/21/2026	100081	Vincent J. Sajkowski	Invoice: 051126 BOS (Reference: BOS Meeting 5/11/26.)		200.00	2,081,495.20
05/21/2026	100082	Mini Melts USA LLC	Invoice: 841527 (Reference: Ice Cream for special event.)		178.71	2,081,316.49
05/21/2026	100083	Heather M. Loffredo	Invoice: 051126 BOS (Reference: BOS Meeting 5/11/26.)		200.00	2,081,116.49
05/21/2026	100084	Ronnie Murphy	Invoice: 051126 BOS (Reference: BOS Meeting 5/11/26.)		200.00	2,080,916.49
05/22/2026			Deposit	1,150.00		2,082,066.49
05/26/2026	052626ACH1	AT&T	Internet 5/3/26 - 6/2/26		30.00	2,082,036.49
05/27/2026	3030	Ruppert Landscape, LLC			160,019.75	1,922,016.74
05/27/2026	052726CC1	Valley Bank Credit Card	Various Purchases		3,637.93	1,918,378.81
05/27/2026	052726ACH1	Florida Department of Health	2026 Pool Permits		675.35	1,917,703.46
05/28/2026			Deposit	135.00		1,917,838.46
05/28/2026	100085	Hi-Tech System Associates	Invoice: 442344 (Reference: Micro SD Cards.)		190.00	1,917,648.46
05/28/2026	100086	Prestige Landscapes of North Florida, Inc	Invoice: 12787 (Reference: Irrigation Repairs.)		2,379.92	1,915,268.54
05/28/2026	100087	Ruppert Landscape, LLC	Invoice: 828641 (Reference: Battery Timer Replacement.)		341.00	1,914,927.54
05/28/2026	052826ACH1	Amazon Capital Services, Inc.	Various Purchases		1,222.41	1,913,705.13
05/29/2026	100088	Charles Aquatics, Inc.	Invoice: 55240 (Reference: Aquatic Management of 43 ponds.) Invoice: 55449 (Reference: Aquati...)		4,100.00	1,909,605.13
05/29/2026	052926ACH1	TECO	2105 Shearwater Pkwy April 07, 2026 - May 05, 2026		68.70	1,909,536.43
05/29/2026	052926ACH2	TECO	182 Kayak Way April 07, 2026 - May 05, 2026		71.07	1,909,465.36
05/29/2026	052926ACH3	AT&T	Internet & Phone 5/6/26 - 6/5/26		142.11	1,909,323.25
05/29/2026	052926INS1	IPFS Corporation	Pay off GAA-D81715		41,405.68	1,867,917.57
<b>5/31/2026</b>				<b>17,215.81</b>	<b>459,342.78</b>	<b>1,867,917.57</b>

**Trout Creek CDD  
Bank Reconciliation  
May 31, 2026**

Balance per Bank Statement	\$ 2,120,029.50
Plus: Deposits	7,840.03
Less: Outstanding Checks	259,951.96
<b>Adjusted Bank Balance</b>	<b><u>\$ 1,867,917.57</u></b>
Beginning Cash Balance Per Books	\$ 2,310,044.54
Cash Receipts	17,215.81
Cash Disbursements	459,342.78
<b>Balance per Books</b>	<b><u>\$ 1,867,917.57</u></b>

**Trout Creek CDD**  
**Non-Ad Valorem Special Assessments**  
**St Johns County Tax Collector**  
**For the Fiscal Year Ending September 30, 2026**

Date	Description	General Fund	Reserve Fund	Debt Service 2018	Debt Service 2020	Debt Service 2022	Debt Service 2025	Total
10/1/2025	Assessments - On Roll	\$ 3,809,674.66	\$ 425,000.00	\$ 815,145.81	\$ 241,444.09	\$ 217,410.25	\$ 1,192,287.60	\$ 6,700,962.41
	% Breakdown	56.86%	6.34%	12.17%	3.60%	3.24%	17.78%	100.00%
	Off-Roll	8,631.00						
11/03/25	Distribution #1	9,613.41	-	1,851.12	548.05	493.50	2,704.43	15,210.52
11/18/25	Distribution #2	71,552.78	-	13,777.92	4,079.18	3,673.13	20,129.13	113,212.18
11/21/26	Distribution #3	106,889.23	-	20,582.17	6,093.68	5,487.11	30,069.92	169,122.18
12/16/25	Distribution #4	355,200.85	-	68,396.08	20,249.77	18,234.06	99,924.59	562,005.57
12/23/25	Distribution #5	110,704.25	425,000.00	103,153.10	30,540.15	27,500.12	150,703.54	847,601.49
01/14/26	Distribution #6	2,986,026.00	-	574,977.41	170,231.37	153,286.19	840,024.51	4,724,547.32
02/19/26	Distribution #7	90,446.58	-	17,416.03	5,156.30	4,643.03	25,444.29	143,106.23
03/16/26	Distribution #8	30,220.48	-	5,819.13	1,722.85	1,551.35	8,501.58	47,815.40
04/24/26	Distribution #9	26,021.00	-	5,010.50	1,483.44	1,335.77	7,320.18	41,170.89
		-	-	-	-	-	-	
		-	-	-	-	-	-	
		-	-	-	-	-	-	
		-	-	-	-	-	-	
<b>TOTAL</b>		<b>\$ 3,786,674.59</b>	<b>\$ 425,000.00</b>	<b>\$ 810,983.46</b>	<b>\$ 240,104.79</b>	<b>\$ 216,204.26</b>	<b>\$ 1,184,822.18</b>	<b>\$ 6,663,791.78</b>
% Collected		99.40%	100.00%	99.49%	99.45%	99.45%	99.37%	99.45%
Total Outstanding		\$ 23,000.07	\$ -	\$ 4,162.35	\$ 1,339.30	\$ 1,205.99	\$ 7,465.42	\$ 37,170.63

# EXHIBIT 15



## MEMORANDUM

**To:** Board of Supervisors  
**From:** District Counsel  
**Date:** March 2026, updated June 2026  
**Subject:** Amenity Improvement Project – From Site Plan to Construction: Procurement, Delivery Methods, and Financing Options

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The District is considering the construction of several amenity components, including pickleball courts, a swimming pool, basketball courts, and related recreational facilities. The District currently has a rudimentary site plan showing the general layout and vision for these improvements. This memorandum walks the Board through every step required to move from that preliminary site plan to completed, usable facilities. Specifically, this memo covers: (1) how to solicit and hire an architect (and the legal thresholds that trigger a formal procurement process); (2) the two main construction delivery methods available to the District: a traditional lump-sum hard bid versus a Construction Manager at Risk (“CMAR”) approach, including the pros and cons of each; and (3) the District’s financing options given its current bond covenants.

### Procurement of Architectural Services

Before diving into the details, here is a plain-language overview of the major milestones the District will pass through to get from a concept site plan to finished amenities:

**Step 1 – Hire an Architect (via RFQ).** Because the anticipated architectural fees will exceed \$35,000, Florida law requires the District to use a qualifications-based Request for Qualifications (“RFQ”) process, not a price-based bid, to select the architect. The architect takes the hand-drawn site plan and develops it into professional construction drawings for each amenity component (pickleball courts, pool, basketball courts, etc.).

**Step 2 – Engineer’s Report and Cost Estimate.** The architect works with the District Engineer to produce an engineer’s report that details the full project scope and provides an order-of-magnitude cost estimate (typically with a 15-20% contingency built in). This estimate is critical for the Board to evaluate financing options.

**Step 3 – Choose a Construction Delivery Method.** The Board decides whether to use (a) a traditional lump-sum hard bid, where plans must be 100% complete before soliciting contractor pricing, or (b) a Construction Manager at Risk (“CMAR”), where a construction manager is brought on early and collaborates through design and construction under a guaranteed maximum price. Both options are detailed below along with their respective advantages and disadvantages.

**Step 4 – Secure Financing.** The District determines how to pay for construction, whether through a new bond issuance, a short-term bank loan pledged against O&M assessments, or another permissible financing structure under the existing bond covenants.

**Step 5 – Construction and Closeout.** The selected contractor builds the amenities. The District (through its engineer, owner’s representative, and/or district manager) oversees progress, approves pay applications, manages change orders, and conducts final inspections before accepting the completed facilities.

Each of these steps is explained in detail below.

A note on project oversight. Because the District no longer has a developer or in-house project manager to drive day-to-day delivery, the Board itself, with District staff, will be steering this project. Under either delivery method, someone must actively coordinate the architect, manage the procurement and construction schedule, review pay applications and change orders, and serve as the District’s point of contact. The Board should therefore plan to designate or engage an “Owner’s Representative” (the District Engineer, District Manager, on-site staff, or a person hired specifically for this role) early in the process and should factor the cost of that oversight into the project budget.

To reach the construction plan bidding phase, the District must first finalize its design and engineering parameters by engaging a licensed architect. Under Section 287.055, Florida Statutes - commonly known as the Consultants’ Competitive Negotiation Act or “CCNA” - any professional architectural, engineering, or design services estimated to cost more than \$35,000 must be procured through a qualifications-based Request for Qualifications (“RFQ”) process. This means the District cannot simply pick an architect or accept the lowest price; it must publicly advertise, evaluate firms on qualifications, rank them, and negotiate a fair fee with the top-ranked firm. Given the scope of the amenity improvements contemplated here, the architectural fees will almost certainly exceed the \$35,000 threshold, making the CCNA/RFQ process mandatory.

While an architect has previously visited the site and the District has a preliminary site plan from Mike Yuro showing the desired amenity layout, the District must formally engage an architect through the RFQ process before any paid design work can proceed. In practical terms, the architect’s job will be to take the Board’s vision, as reflected in that site plan and through a series of feedback sessions, and convert it into professional construction documents (blueprints, technical specifications, and bid packages) for each amenity component. The statutory RFQ process generally involves the following steps:

- 1) Public Announcement: The District must publicly advertise the RFQ to solicit competitive proposals from architectural firms. The primary upfront cost for initiating this process is the publication of these required statutory advertisements.
- 2) Competitive Selection (Evaluation): Interested architectural firms submit statements of qualifications and performance data. The District evaluates these submissions based on established criteria (e.g., past performance, experience with similar recreational facilities, capability, and readiness to meet time and budget requirements). Crucially, under Florida law, this initial evaluation and ranking must be based strictly on *qualifications*, not on price. The District will rank the respondents and typically shortlist the top firms for presentations or interviews.
- 3) Competitive Negotiation: Once the firms are ranked, the District requests a fee proposal from the highest-ranked firm and enters into negotiations to establish a contract at a compensation level determined to be fair, competitive, and reasonable. If an agreement

cannot be reached with the top firm, the District formally terminates negotiations and moves to the second-ranked firm, and so on, until a contract is executed.

Once engaged through this process, the architect will work alongside the District Engineer to produce the following key deliverables: (a) an engineer’s report that details the full project scope for each amenity component (e.g., pool dimensions and equipment, number and configuration of pickleball and basketball courts, associated site work such as grading, drainage, lighting, and parking); (b) an order-of-magnitude cost estimate (typically factoring in a 15–20% contingency to account for market fluctuations and unforeseen conditions); and (c) the construction documents (blueprints, technical specifications, and bid packages) that will be used to solicit contractor pricing. The engineer’s report and cost estimate are also essential for the Board to evaluate financing options, as discussed later in this memorandum.

### **Construction Delivery Options: Traditional RFP vs. CMAR**

The District has options on the way in which to solicit and engage a contractor to actually build the amenities. Florida law provides two primary delivery methods for public construction projects of this kind. The Board’s choice between these methods will affect the project timeline, cost certainty, and the degree of contractor involvement during design. Both methods are described below.

#### **A. Traditional Hard Bid (RFP with Lump Sum Not to Exceed Bid)**

Under the traditional “Design-Bid-Build” approach, the District must wait until the individual construction plans are 100% complete before soliciting pricing. Once the design phase is fully finalized, the District issues a Request for Proposals (RFP), and contractors submit fixed-price, lump-sum bids based strictly on those completed plans. This method is entirely sequential; construction cannot begin, and accurate market pricing cannot be obtained, until the design is completely finished.

- 1) Finalization of Plans: The District’s architect and engineer must complete 100% of the construction documents, technical specifications, and bid packages.
- 2) Public Advertisement: The District issues a formal Request for Proposals (“RFP”) or Invitation to Bid (“ITB”), publicly advertising the project and making the finalized plans available to prospective general contractors. The vote to authorize this occurs at a Board meeting. The bids must be advertised for 30 days after publication of the notice (and before bids can be due).
- 3) Pre-Bid Conference and RFI Period: Interested contractors review the plans, typically attend a pre-bid meeting at the site, and submit any Requests for Information (“RFIs”) to clarify the design before finalizing their pricing.
- 4) Submission of Sealed Bids: Contractors submit fixed-price, lump-sum bids based strictly on the completed plans by a firm statutory deadline.
- 5) Public Opening and Evaluation: The District publicly opens the sealed bids. Unlike the qualifications-based CMAR selection, the District is generally required by statute to award a traditional hard bid to the “lowest responsive and responsible bidder.” The evaluation is

based on the evaluation criteria set forth in the RFP package.

- 6) Contract Award: The District executes a contract with the most responsive bidder, the contractor posts necessary performance and payment bonds, and construction commences.

## **B. Construction Manager at Risk (CMAR)**

Alternatively, the CMAR approach integrates the construction manager into the project much earlier. The CMAR manages the construction phase, assisting in delivering the project on time, within budget, and to the required quality standards. The CMAR approach offers several significant advantages by:

- 1) Early Involvement and Planning: Developing a comprehensive construction plan, including a detailed schedule and budget for approval by the District, with the advantage of providing input during the design phase to identify potential cost savings and constructability issues before construction begins;
- 2) Expert Consultation: Providing professional advice and consultation to the District during the design and planning phases of the project, which can result in more efficient designs and reduced change orders;
- 3) Cost Certainty: Managing all aspects of the construction process with a Guaranteed Maximum Price (“GMP”), ensuring that the project is completed on time and within budget, and in accordance with all applicable laws and regulations, thereby providing the District with financial predictability and protection against cost overruns;
- 4) Quality Control: Coordinating the work of all subcontractors and ensuring that all work is performed to the highest standards of quality and safety through comprehensive oversight and management; and
- 5) Transparent Communication: Communicating regularly with the District, providing updates on project progress and any issues that arise, which promotes accountability and allows for timely decision-making.

In a CMAR procurement structure, the CMAR works alongside an “Owner’s Representative” (also known as the District’s Representative), who acts as the liaison between the District and the CMAR. The Owner’s Representative assists by ensuring the project aligns with the District’s goals and interests, providing oversight throughout the project’s life cycle, which includes facilitating effective communications between the District and the CMAR in between and after meetings of the Board, and monitoring the CMAR’s performance to ensure adherence to the project timeline, budget, and quality standards. The Owner’s Representative could be the District Engineer, District Manager, on site staff member or an individual hired specifically for this role.

### CMAR Procurement Process

When a district chooses to use the CMAR procurement method, the engagement process typically includes the following steps:

- 1) Development of Selection Criteria: The District develops and publishes selection

criteria that are clear, objective, and relevant to the project's requirements. These criteria may include, but are not limited to, the CMAR's experience, financial stability, project management capabilities, and previous performance on similar projects. For vertical building construction projects, these criteria are particularly important to ensure the selected CMAR has relevant experience with similar building types and complexity.

2) Issuance of Request for Qualification (RFQ): The District issues an RFQ that outlines the project scope, selection criteria, submission requirements, and timeline. The RFQ will provide detailed information to prospective CMARs about the project and the expectations of the District. The issuance of the RFQ package marks the formal commencement of the procurement process. It may also include pre-construction services.

3) Proposal Submission: Interested CMARs submit their proposals in accordance with the RFQ's instructions. Proposals must address all requirements and selection criteria outlined in the RFQ. This competitive process helps ensure the District receives qualified proposals from experienced construction managers.

4) Evaluation of Proposals: The district evaluates all received proposals based on the published selection criteria. This evaluation may include presentations and further clarifications from the proposing CMARs. The qualifications-based selection process is an advantage of the CMAR method, as it allows the district to select based on expertise and capability rather than lowest price alone.

5) Selection and Negotiation: The district selects the most qualified CMAR based on the evaluation process. Upon selection, the district and the selected CMAR enter into negotiations to finalize the terms of engagement, including the Guaranteed Maximum Price (GMP) and other contractual obligations. An advantage of the CMAR method is that the GMP is negotiated after the CMAR has been selected based on qualifications, allowing for collaborative discussion of costs and scope rather than being locked into a bid price before the construction manager's expertise can be fully utilized. The district makes its final selection of the CMAR and notifies the selected CMAR accordingly. The district and the selected CMAR typically enter into contract negotiations immediately following the selection notification, with the aim of executing a binding agreement within thirty (30) days thereafter.

6) Contract Execution: Following successful negotiations, the district and the selected CMAR execute a contract that formalizes their engagement and outlines the roles, responsibilities, and expectations of both parties. The CMAR then posts the payment and performance bonds, which protect the district's financial interests, and the project commences.

#### Side-by-Side Comparison: Traditional Hard Bid vs. CMAR

To help the Board evaluate which delivery method is best suited for this project, below is a plain-language comparison of the two approaches:

**Traditional Hard Bid – Advantages:** Competitive pricing: Multiple contractors bid against each other, which can drive down costs. The process is straightforward and familiar to most contractors, often resulting in a larger bid pool. The District awards to the lowest responsive and responsible bidder, providing a clear, objective selection standard. There is also less upfront administrative

complexity because the District simply publishes plans and collects sealed bids.

**Traditional Hard Bid – Disadvantages:** Plans must be 100% complete before the District can solicit any pricing, which means the entire design phase must finish before construction can begin, extending the overall project timeline. The contractor has no input during design, so constructability issues or cost-saving opportunities may be missed until it is too late to adjust. Change orders are common because the contractor is building strictly to the plans as drawn, and any design gaps or unforeseen site conditions result in additional costs that the District must negotiate after the fact.

**CMAR – Advantages:** The construction manager is involved during the design phase, which means potential problems (such as site drainage issues for the pool or grading challenges for the courts) can be identified and resolved before construction begins rather than discovered as expensive change orders later. The Guaranteed Maximum Price (“GMP”) gives the District a hard cap on costs; if the project comes in under budget, the savings can be shared with or retained by the District. The District selects based on qualifications and experience, not just price, which is particularly important for a multi-component project involving different facility types (aquatic, courts, and related structures). Design and construction can overlap, potentially shortening the overall project timeline. The CMAR also competitively bids subcontractor work, providing cost transparency to the District.

**CMAR – Disadvantages:** The CMAR procurement process is more complex and requires more administrative effort upfront, including the qualifications-based selection, GMP negotiation, and oversight through an Owner’s Representative. The District typically pays a CMAR fee (a percentage of total construction cost) in addition to the hard construction costs, which can make the overall price appear higher than a low hard bid, though this is often offset by fewer change orders and better cost control. Because there is no direct head-to-head price competition at the outset, some stakeholders may perceive the process as less transparent than a sealed-bid approach, though the subcontractor work is competitively bid. The success of the CMAR approach depends heavily on selecting a qualified and trustworthy construction manager; a poor selection can undermine the benefits of the method.

**Counsel’s Observation:** For a multi-component amenity project of this nature, where the District is building several different facility types from a preliminary site plan, the CMAR method offers practical advantages. The early involvement of a construction professional during design can help avoid costly mistakes, and the GMP provides budget certainty that is particularly valuable when the Board is evaluating financing options. However, the Board should weigh these benefits against the additional procurement complexity and cost. Either method is legally permissible, and the Board has full discretion to select the approach that best serves the District’s interests.

### **Financing Options Discussion**

The District is evaluating whether to pursue a loan rather than a traditional bond issuance for the project. In analyzing these financing paths, we have evaluated the following constraints under the District’s Master Trust Indenture and the Supplemental Trust Indentures for the Series 2015, 2018, 2020, 2022, and 2025 Bonds (noting that the Series 2015 Bonds were refunded in full by the Series 2025 Bonds):

- 1) **Bond Covenants and Leverage Restrictions:** Current bond covenants often restrict overleveraging or securing additional debt with the same property without bondholder consent. Specifically, Section 815 of the Master Trust Indenture dictates that the

District will not issue or incur any obligations payable from the proceeds of the currently pledged Assessments. Furthermore, Section 601 of the First, Second, Third, Fourth, and Fifth Supplemental Trust Indentures expressly prohibit parity bonds, stating that the District shall not issue or incur any debt payable in whole or in part from their respective Trust Estates while those bonds are Outstanding.

- 2) **The Bondholder Consent Exception:** These restrictions can generally be modified, but doing so requires the prior written consent of the bondholders pursuant to Section 1102 of the Master Indenture and the respective Supplemental Indentures. For example, while the Series 2025 Bonds strictly prohibit parity bonds, they were issued as a private placement; therefore, the District Manager would simply need to seek and negotiate consent directly from the holding bank (Southstate Bank, N.A.). Additionally, there are significant statutory carve-outs for the other outstanding series:
  - a. **Absorption and Maximum Levels:** Section 601 of the First, Second, Third, and Fourth Supplemental Trust Indentures provide that the District may impose additional capital assessments on the applicable lands without bondholder consent if the new assessments do not exceed the defined “Maximum Assessment Levels”<sup>1</sup> or if the applicable Series Assessments have been “Substantially Absorbed”<sup>2</sup>. Importantly, the Series 2018 Bonds have recently reached substantial absorption, meaning this exception is currently available for those applicable lands. The Series 2020 and 2022 Bonds have not yet reached substantial absorption.
  - b. **Repair and Safety Exception (2018, 2020, and 2022 Specific):** Section 601 of the Second, Third, and Fourth Indentures expressly permits the District to impose additional assessments without bondholder consent if they are necessary to “effect repairs to or replacement of property, facilities or equipment of the District” or for “health, safety or welfare reasons”. If the Recreational Improvement Project qualifies as a repair, replacement, or safety measure, it may bypass these consent requirements entirely.
- 3) **Short-Term Loan Viability (O&M Pledge):** If obtaining bondholder consent is not preferred and the specific carve-out exceptions are not met, utilizing a short-term loan pledged with Operation and Maintenance (“O&M”) assessments is a legally permissible alternative. Section 101 of the Master Trust Indenture distinctly defines “Operation and Maintenance Assessments” as assessments levied for the maintenance of District facilities or operations, which are distinct from the capital “Assessments” that are pledged to the specific Series Trust Estates. Therefore, pledging O&M assessments for a short-term loan falls outside the leverage restrictions of the current indentures.

### **Conclusion and Proposed Timeline**

The CMAR procurement method offers significant advantages for construction projects, including early contractor involvement, cost certainty through a Guaranteed Maximum Price, qualifications-based selection, collaborative problem-solving during design and construction,

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<sup>1</sup> “Maximum Assessment Levels” means the following per unit annual debt service assessment levels as shall be evidenced by a Maximum Assessment Level Certification.

<sup>2</sup> “Substantially Absorbed” means the date when at least 90% of the principal portion of the Series Assessments have been assigned to residential units within the District that have each received a certificate of occupancy. The Trustee and the District may rely on a certificate from the District Manager regarding such status of the residential units and the Series Assessments.

and enhanced quality control. This approach can be particularly beneficial for complex, multi-component projects like this amenity improvement, including potentially any or all of the following: a pool, pickleball and basketball courts, and related facilities, where early input from construction professionals can result in better designs, fewer change orders, and more predictable outcomes.

**Proposed Timeline.** The following is an illustrative, high-level schedule to help the Board anticipate how long the overall project may take. These are planning estimates only and are not commitments. The timeline will vary with project scope, design complexity, permitting, and market conditions. They are also impacted by the District's meeting schedule, because most of the steps below require a vote at a duly noticed meeting and the qualifications-based selections must be conducted in the Sunshine.

Phase 1 – Engage the Architect (CCNA/RFQ): approximately 2 to 3 months from authorization to a signed contract, covering advertisement, qualifications-based evaluation and ranking, and fee negotiation.

Phase 2 – Design, Engineer's Report, and Cost Estimate: approximately 3 to 6 months to develop construction documents and an order-of-magnitude cost estimate (including the 15–20% contingency described above).

Phase 3 – Delivery-Method Decision and Financing Workup: runs concurrently with design; the Board's direction on hard bid versus CMAR, and coordination with the underwriter on financing scenarios, should be settled before design is finalized (roughly 1 to 2 months of underwriter work).

Phase 4 – Contractor Procurement: under a traditional hard bid, this phase cannot begin until plans are 100% complete and requires a 30-day advertisement plus the bid, opening, and award process (approximately 60 to 90 days). Under CMAR, qualifications-based selection and GMP negotiation can overlap with design and target contract execution within 30 days of selection (approximately 60 to 90 days but run concurrently).

Phase 5 – Construction and Closeout: varies most by scope, commonly 9 to 18 months for a multi-amenity build, followed by 1 to 2 months for final inspections, punch list, and acceptance. This could vary widely based on what is ultimately constructed.

Taken together, the Board should plan for roughly 18 to 24 or more months from authorization to completed, usable facilities (unless the facilities are narrower in which case it is possible that the timeline is reduced by 6 months or more). The CMAR method can compress the front end by allowing design and contractor procurement to overlap, whereas the traditional hard bid is strictly sequential.

Once the Board provides direction on these permissible paths, we can work with the bond underwriter to develop a workup to understand exactly what a bank loan or private placement note pledged with O&M assessments would look like for the District. We appreciate the opportunity to serve the District and remain available to address any questions or concerns you may have.

In summary, the Board is asked to provide direction on the following items at or following the next meeting:

1. Authorize District Counsel to prepare and publish the RFQ for architectural services so the District can formally engage an architect to develop construction documents from the existing site plan.

2. Indicate the Board's preferred construction delivery method (traditional hard bid or CMAR) so that procurement documents can be tailored accordingly once design progresses.

3. Direct staff to coordinate with the bond underwriter to develop financing scenarios (bank loan or private placement note pledged with O&M assessments) so the Board can evaluate costs and repayment structures before committing to construction.

## **Trout Creek CDD – Possible Community Amenity Expansion Survey**

The CDD Board of Supervisors is exploring potential future amenity improvements to better serve your growing community. Many of the potential amenities being discussed and shown in this survey are based on requests, feedback and 2025 survey results received from residents. Only two responses per household, one per person, are permitted. The CDD is utilizing the property tax roll to confirm unique users.

These projects are conceptual planning ideas only and may take several years to plan, design, permit, and construct if pursued. Your feedback will help the Board better understand which amenities residents value most and what level of community investment residents may support.

Please note that the cost ranges presented in this survey are very preliminary planning estimates intended only to provide a general idea of potential project/budget scale. Actual costs could change over time depending on a variety of factors, including but not limited to inflation, project scope, engineering requirements, permitting, market conditions, interest rates, funding sources and the timing of construction. Note that these components were not included in the master plan for the community and there is no expectation the master developer will contribute any money towards these improvements. The financing options are currently under evaluation. Any improvements funded through special assessments would proceed only after the separate statutory notice and public hearing process required by Florida law, and financing for certain areas of the community may be subject to existing bondholder consent requirements.

Please note that no decisions have been made and the Board has not approved the construction of any of these projects at this time. The purpose of this survey is solely to gather resident input to help guide future discussions and planning efforts.

**Your input matters, this is your community!** Thank you for taking a few minutes to share your feedback and help shape the future of your amenities. Please note that responses to this survey, including your name and address, may constitute a public record under Florida law.

### **Section 1 — Resident Information**

#### **1. Are you a current resident of Trout Creek CDD?**

- Yes – Homeowner
- Yes – Renter
- No

**2. Enter your first/last name and home address. Your name and home address are required and are used only to verify a single, unique response against the District's tax roll. If this information is left blank, the survey will not continue. Responses to this survey, including your name and address, may be public records under Florida law.**



**\* For all the questions below, please refer to the charts listed above for reference.**

**5. St. Johns County is currently developing two public parks on CR 16A near the rear of the community. These parks are expected to include pickleball courts, basketball courts, splashpad and other recreational amenities that will be available for residents to use at no cost. Please note that these parks will be open to all St. Johns County residents and are not exclusive to our community.**

**With this information in mind, would you support adding any of the amenities listed below within our community if they were funded by residents at their own expense? For each amenity, please indicate yes or no and rank your preferred amenities in order of importance (1 = most desired, 2 = next most desired, etc.).**

- Pickleball courts
- Basketball court
- Expanded Kayak Café with hot food, outdoor pavilion bar, and expanded seating
- Second community pool (size TBD, smaller level)
- Parking additions
- Path expansion throughout property for golf cart usage (multi-use path width)
- None of the above

**6. If pickleball courts were added, how often would your household likely use them?**

- Weekly
- Monthly
- Occasionally
- Rarely / never

**7. If a basketball court were added, how often would your household likely use it?**

- Weekly
- Monthly
- Occasionally
- Rarely / never

**8. If the Kayak Café were expanded to include hot food and more seating, how often would you use it?**

- Weekly
- Monthly
- Occasionally
- Rarely / never

**8a. If the Kayak Café were expanded, would you support offering beer and wine service, provided appropriate insurance, licensing and safeguards were in place?**

- Yes
- No
- No opinion

**9. If a second pool were added to reduce crowding, how valuable would this be to your household?**

- Very valuable
- Somewhat valuable
- Neutral
- Not valuable

**10. If additional parking were added, how often would your household likely use it?**

- Weekly
- Monthly
- Occasionally
- Rarely / never

**11. If non-sidewalk paths were widened to the appropriate width for golf cart usage (multi-use path width) as well as curb cuts being installed where needed, how often would your household likely use it?**

- Weekly
- Monthly
- Occasionally
- Rarely / never

### **Section 3 — Community Investment**

**12 If new amenities require resident funding, what total additional amount per household, per year, would you support? This would cover both the financing of construction and the ongoing annual operating and upkeep costs. Your actual amount may depend on your lot size and on which amenities and financing the Board ultimately selects \*See chart listed above for reference.**

- \$0
- \$1 - \$250
- \$251 - \$500
- \$501 - \$750
- \$751 - \$1,000

- \$1,001+

**13. Please rank each project in order of priority. If you do not support any project, you may leave it unranked/ blank.**

- Pickleball courts
- Basketball court
- Kayak Café expansion
- Second pool
- Parking
- Non-sidewalk paths expanded/ corrected for golf cart usage

#### **Section 4 — Final Feedback**

**14. Any additional comments for the CDD Board?**

(Open response)



SHEARWATER®

# TROUT CREEK CDD

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Exploring Future  
Community Enhancements Survey

*Share Your Priorities and Preferences*



The CDD Board of Supervisors is exploring potential future amenity improvements to better serve your growing community. Many of the potential amenities being discussed and shown in this survey are based on requests, feedback, and 2025 survey results received from residents. Only two responses per household, one per person, are permitted. The CDD is utilizing the property tax roll to confirm unique users.

• • • •  
**Your input matters, this is your community!** Thank you for taking a few minutes to share your feedback and help shape the future of your amenities. Please note that responses to this survey, including your name and address, may constitute a public record under Florida law.

• • • •  
These projects are **conceptual planning ideas only** and may take several years to plan, design, permit, and construct if pursued. Your feedback will help the Board better understand which amenities residents value most and what level of community investment residents may support.

• • • •  
**Help Shape the Future of Our Community**  
**Scan the QR Code to Complete the Community Amenity Survey**  
**DEADLINE** for survey submission is **Monday, August 3, 2026 by 5PM.**



# EXHIBIT 16



# SHAFFER

ENGINEERING GROUP

April 15, 2026

Trout Creek CDD  
250 International Pkwy, Ste. 208  
Lake Mary, Florida, 32746

RE: Shearwater Family Pool and Lap Pool Night Swim Lighting Design

Dear Howard:

I am pleased to offer this proposal for electrical engineering services on the referenced project.

## Description

- Design night swim lighting for existing family pool and lap pool.
- Certification of night swim lighting installation.

## Base Electrical Services – Phase 1

- (1) Initial project site visit to document existing conditions and plan new lighting locations.
- Design of pool area lighting as required for night swim certification.
- Prepare photometric computer model for analysis of new pool lighting.
- Design of lighting circuiting and controls.
- Prepare electrical drawings and specifications. Specifications to be included on electrical drawings.
- Review shop drawings and respond to contractor RFI's.

## Base Electrical Services – Phase 2

1. Pool night-swim lighting certification. Includes nighttime site visit to document pool lighting levels, prepare survey report and complete certification form for the State of Florida.

## Alternate Electrical Services

1. Additional project site visits or meetings.

Fee

Our fee for the above services will be as follows:

Base Electrical Services - Family Pool Phase 1	\$ 8,000
Base Electrical Services - Family Pool Phase 2	\$ 4,000
Base Electrical Services - Lap Pool Phase 1	\$10,000
Base Electrical Services - Lap Pool Phase 2	\$ 5,000
Alternate #1 – Site Visits/Meetings	\$ 1,000 Each

Additional services including, but not limited to, meetings during construction, additional design services or printing costs of multiple sets of drawings are not included. These services will be billed at normal hourly rates and cost of printing.

The standard hourly rates are currently as follows:

Principal	\$275.00
Professional Engineer	\$220.00
Electrical Engineer	\$185.00
Designer	\$155.00
CADD Operator	\$105.00
Clerical	\$ 85.00

Payment schedule shall be as follows:

Payment #1 - Retainer	50% (50% Of Project Phase Total)
Payment #2 - 100% Documents	50% (100% Of Project Phase Total)

The proposed financial arrangements are based on prompt payment of invoices and the orderly and continuous progress of the project. If basic services have not been completed within 24 months of the acceptance date, through no fault of Shaffer Engineering Group LLC, the engineering fee shall be equitably adjusted.

Reimbursement Expenses

Direct expenses incurred by our firm due to travel more than 50 miles from our office (except as outlined above), mail/courier, and bulk reproductions shall be considered reimbursable expenses and invoiced at actual cost plus a fifteen percent (15%) administration fee.

Expenses incurred in conjunction with reproduction of engineering plans shall be as follows:

11"x17" or 12"x18" plans - \$1.75 per sheet
22"x34" or 24"x36" plans - \$3.50 per sheet
30"x42" plans - \$4.50 per sheet
8.5"x11" pages (specs & calcs) - \$0.25/sheet

Document delivery fee (within 25 miles) - \$25.00

#### Services Not Included In Basic Fee

The following items are not included in the basic services outlined herein: (1) any activities beyond document preparation and construction administration services outlined above; (2) project representation and construction observation on a full-time basis, or to any greater degree than that described herein; (3) work by other architectural and engineering disciplines other than listed above; (4) changes to the project design at the direction of the owner if the direction for such change requires revision to prior-approved design, including design changes resulting from “value engineering” by the owner/contractor; (5) LEED Design; (6) multiple or alternate system designs; (7) as-built documentation; (8) reproduction of bid documents, permit documents, or multiple review sets; (9) design updates necessary to accommodate building code revisions which would be unreasonable to expect to anticipate at the onset of design; (10) delivery of engineering documents in electronic format; (11) site visits or meetings not specifically indicated; (12) commissioning of electrical systems; (13) compliance with Florida Energy Code requirements or documentation; (14) design or certification associated with the lazy river or slide.

#### Existing Conditions

Surveying and analysis of existing conditions will be limited to reasonable visual observation by Shaffer Engineering Group without removing covers of electrical gear or inspection of concealed spaces. Visual observations performed by Shaffer Engineering Group may not provide enough information to adequately design the project or to provide sufficient data required for required documentation or calculations. If visual observation is not sufficient, an electrical contractor or electrical testing company may be required to provide more detailed documentation and/or studies. Any work required to be performed by an electrical contractor or electrical testing company will be considered outside the scope of this proposal. This work shall be contracted by the facility owner or by other owner approved entity. This work may also be contracted by Shaffer Engineering Group at an additional reimbursable cost. Any additional cost incurred by Shaffer Engineering Group will be invoiced at our cost plus a fifteen percent (15%) administration fee.

#### Existing Landscaping

Existing landscaping, vegetation, trees, shrubs, or other obstructions that may affect pool-deck or pool-surface illumination levels shall be trimmed, removed, or otherwise corrected by the Owner prior to Phase 2 night-swim lighting certification.

Shaffer Engineering Group will help to identify observed landscaping or vegetation conditions that may interfere with the required lighting levels; however, responsibility for correcting those conditions shall remain with the Owner. Failure to complete the required trimming, removal, or correction prior to Phase 2 certification may result in failure of the night-swim lighting certification.

If certification cannot be completed or must be repeated due to uncorrected landscaping, vegetation, or other owner-controlled obstructions, additional site visits, testing, coordination, documentation, or related services shall be billed as an additional service at Shaffer Engineering Group’s standard hourly rates.

Construction Observation

Since exhaustive or continuous project review and observation services are outside our scope of services, we do not guarantee the performance of, and have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

Terms and Conditions

Terms and conditions of 'Exhibit A' shall be part of this letter agreement.

This proposal will remain open for acceptance for a period of six (6) months from the above date. If the information herein meets with your approval, please sign where indicated below and return a copy of this letter as our authorization to proceed. No work will proceed prior to receipt of a signed proposal agreement. Notwithstanding the foregoing sentence, if you or members of your firm engage our firm in engineering design services for the referenced project, either verbally or by actions, which imply acceptance of this proposal such as providing us drawings, requesting engineering information, etc., without returning a signed copy of this proposal, acceptance of all conditions of this proposal will be implied.

Please feel free to contact me you have any questions. If the above is acceptable to you, please sign below and return a copy of this agreement.

Sincerely,



J. Bryan Shaffer, P.E.

BS/Trout Creek CDD – Shearwater Night Swim

Fee/Services Accepted: \_\_\$\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

Exhibit A  
Terms and Conditions

Shaffer Engineering Group, LLC (hereafter referred to as the *Design Professional*) shall perform the services outlined in this letter agreement for the stated fee arrangement.

**Billings/Payments**

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the Design Professional may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

In the event that payment is dependent upon the client's receipt of payment from a third party for services stated herein, client shall make payment within the lesser of: ten (10) days of receipt of payment from the third party; or sixty (60) days of the date of the invoice.

Past due amounts may be subject to a monthly service charge of 1.5% of the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing and collection efforts are deemed necessary, the Client shall pay all costs of collection, including reasonable attorneys' fees.

**Access To Site**

Unless otherwise stated, Design Professional will have access to the site for activities necessary for the performance of the service.

**Hidden Conditions and Hazardous Materials**

A condition is considered to be 'hidden' if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Design Professional has reason to believe that such a condition may exist, Design Professional shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Design Professional has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and Design Professional shall not be responsible for the existing condition nor any resulting damages to persons or property. Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

**Indemnifications**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Design Professional, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the service under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Design Professional. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

**Risk Allocation**

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Design Professional, the risks have been allocated so that the Client agrees that, to the fullest extent permitted

by law, the Design Professional's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of \$25,000, the amount of the Design Professional's fee, whichever is greater, or other amount agreed upon when added to the letter agreement. Such causes include, but are not limited to, the Design Professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### **Information for the Sole Use and Benefit of the Client**

All opinions and conclusions of the Design Professional, whether written or oral, and any plans, specifications or other documents and services provided by the Design Professional are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Design Professional. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Design Professional or the Client.

### **Ownership of Documents**

All documents produced by Shaffer Engineering Group, LLC under this agreement are the sole property and instrument of professional service of Shaffer Engineering Group, LLC and shall remain the property of Shaffer Engineering Group, LLC and may not be used by the Client for any other purpose without the prior written consent of Shaffer Engineering Group, LLC.

### **Termination of Services**

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

### **Certificate of Merit**

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State of Florida. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifiers opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding and allow sixty (60) days for a reply. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration. The Design Professionals are deemed to be intended third party beneficiaries of this provision.

### **Dispute Resolution**

This agreement shall be governed by the laws of the principal place of business of Design Professional. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the

Design Professional is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes and other matters that are not resolved by mediation shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In no event shall the demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**Severability and Survival**

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

**No Third Party Beneficiaries**

This Agreement gives no rights or benefits to anyone other than the Client and Design Professional and has no third party beneficiaries. Design Professional services are defined solely by this Agreement and not by other contract or agreement which may be associated with the Project.