



***TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Thursday
March 26, 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

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, March 26, 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. 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, March 26, 2026

Time: 6:00 PM

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

Revised Agenda

- I. Roll Call**
- II. Pledge of Allegiance**
- III. Audience Comments – (limited to 3 minutes per individual for agenda items)**
- IV. Staff Reports**

A. District Counsel

B. District Engineer – Discussion Topics

- 1. Outfall Structure Repair Phase 3 – Chair/DE
- 2. Variance Request Policy Updates for Fences with Drainage Easements – DM/DE
- 3. Update on Night Swimming Requirements – DE/GM

C. Landscape Maintenance Service Reports

D. Pond Aquatics Service Reports

E. General/Assistant General Manager

- 1. Consideration of Ruppert Landscape Proposals
 - a. **ENH026109326-06 – Falls Park Sod - \$15,514.00**
 - b. ENH026109326-06 – Falls Park Sod - \$11,377.00
 - c. ENH026109326-16 – Hill Obstructing Plants - \$14,852.00 (Podocarpus)/\$11,699.00 (Trees & Boulders)/\$18,828.00 (Podocarpus & Trees)
- 2. February Hub Café Square Category Sales Report
- 3. February TCCDD Square Category Sales Report
- 4. February Café Square Sunday Category Sales Report

[Exhibit 1](#)
[Pgs. 7-13](#)

[Exhibit 2](#)
[Pg. 15](#)
[Exhibit 3](#)
[Pgs. 17-26](#)

[Exhibit 4](#)
[Pg. 28](#)
[Exhibit 5](#)
[Pg. 30](#)
[Exhibit 6](#)
[Pgs. 32-34](#)

IV. Staff Reports – continued

- 5. February Maintenance Report [Exhibit 7](#)
[Pgs. 36-63](#)
- 6. February Lifestyle Summary Report [Exhibit 8](#)
[Pgs. 65-66](#)
- 7. February Lifestyle P&L Report [Exhibit 9](#)
[Pgs. 68-69](#)

F. District Manager

V. Business Items

- A. Consideration of VGlobal Website Monthly Maintenance, & ADA & WCAG Quarterly Audits Proposal [Exhibit 10](#)
[Pgs. 71-85](#)
- B. Consideration of Previously Presented Janitorial Services Proposals [Exhibit 11](#)
 - 1. CAM Resources [Exhibit 11A](#)
[Pgs. 88-105](#)
 - 2. Elite Amenities [Exhibit 11B](#)
[Pgs. 107-109](#)
 - 3. eMaids of St. Augustine [Exhibit 11C](#)
[Pgs. 111-112](#)
 - 4. FirstService Residential [Exhibit 11D](#)
[Pg. 114](#)
- C. Consideration of Rescheduling May 12th Workshop to May 11th (Budget Workshop)
- D. Consideration & Adoption of **Resolution 2026-08**, Setting Public Hearing Date for Rule Development for 05/28/2026 – [Exhibit 12](#)
[Pgs. 116-117](#)
 - 1. Amended/Restating Parking/Towing Rules [Exhibit 12A](#)
[Pgs. 119-123](#)
 - 2. Amended/Restated Rules of Procedure [Exhibit 12B](#)
[Pgs. 125-188](#)
 - 3. **Amended/Restated Amenity Rates/Reservation Fees** [Exhibit 12C](#)
[Pgs. 190-221](#)
 - a. **Amended/Restated Disciplinary Rule**
- E. Consideration of Spending Authority [Exhibit 13](#)
[Pg. 223](#)
- F. Update & Consideration of Ratification of CR53

VI. Consent Agenda

- A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on February 26, 2026 [Exhibit 14](#)
[Pgs. 225-228](#)
- B. **Ratification of Variance Agreement** [Exhibit 15](#)
[Pgs. 230-235](#)

VII. Discussion Topics

A. Update Comcast Proposal

B. Videography Agreement

[Exhibit 16](#)

[Pgs. 237-252](#)

C. Pond 29A & 29B

D. Ashford Mills Major Modification – Request for Funding Agreement & Coordination with Commercial Owner

[Exhibit 17](#)

[Pg. 254](#)

E. CR 210-Landscape Replacement by St. Johns County

[Exhibit 18](#)

[Pg. 256](#)

VIII. Discussion of Security Enhancements*

**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. Security Observation Report-FSR – Under Separate Cover

IX. Supervisors' Requests

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

XI. Adjournment

EXHIBIT 1

Policy for Improvements within Trout Creek Community Development District Easements

Effective: August 20, 2025

1. If a resident desires to install improvements within a Trout Creek Community Development District (“District”) Easement, the resident must:
 - a. Submit a written variance request to the District Manager or his or her designee prior to commencement of such installation. The request must be made by the owner of the property and must contain, at a minimum, the following information:
 - i. The contact information of the person making the variance request;
 - ii. The lot number or street address of the lot on which the improvement is to be installed;
 - iii. A description of the improvement(s) to be installed;
 - iv. A diagram showing the proposed location of the improvement(s); and
 - v. The requested commencement date of the installation of said improvement(s).
 - b. Pay a non-refundable application fee of **\$150.00** to offset the cost of processing the variance request. Additional fees may be required if external consultants or special reviews are needed.
2. The District Engineer shall review the variance request to determine if the proposed improvement(s) would have a negative impact on any District improvements, including the stormwater management system. Such review may include, in the District Engineer’s discretion, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:
 - a. Approve the variance request, with or without conditions; or
 - b. Deny the variance request.
3. If the District Engineer recommends approving the request, District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as **Attachment A**, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. The District reserves the right to deny any request, even if recommended for approval by the District Engineer, if other considerations warrant such denial. Upon execution of the agreement, District staff shall record the agreement in the Official Records of St. Johns County. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.
4. If the District Engineer recommends denying the request, District staff shall notify the applicant that the variance request was denied and that the proposed improvements may not be installed within the District Easement(s).
5. There shall be no requirement to bring the variance request before the Board of Supervisors for approval, unless extraordinary circumstances warrant Board consideration.
6. The District’s approval of a variance request constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but

not limited to approvals from any homeowners' association, St. Johns County, and any other entities having an interest in the property, as applicable.

7. If improvements are constructed within a District Easement without prior approval, including improvements that exceed the scope of any prior approval, the District reserves the right to require the resident to remove, relocate, or modify the improvement(s) at the resident's sole expense. If the resident is unresponsive to the District's requests, the District may remove said improvement(s) on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this policy or to collect any costs due.
8. If improvements are constructed with approval within a District Easement but at some point, in the future, said improvements threaten the health, safety or welfare of residents or District improvements, the District will make every reasonable effort to contact the landowner to work to resolve the issues but may, in its reasonable discretion, modify or remove the landowner's improvements immediately to protect said interests.

Attachment A
Form of Variance Agreement

After recording, please return to:
Trout Creek Community Development District
c/o District Manager
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Parcel Identification No.: _____

**VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS
WITHIN TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT EASEMENT**

This *Variance Agreement for Installation of Improvements within Trout Creek Community Development Easement* (“**Agreement**”) is entered into as of this _____ day of _____, 20____, by and among _____ (“**Owner**”) and the Trout Creek Community Development District (“**District**”), a local unit of limited special purpose government created pursuant to Chapter 190, *Florida Statutes*, as amended.

WITNESSETH:

WHEREAS, Owner is the owner of Lot _____, as per the plat (“**Plat**”) of _____, recorded as Instrument Number _____, of the Public Records of St. Johns County, Florida (“**Property**”); and

WHEREAS, Owner desires to erect certain improvements described as _____ (“**Improvements**”) within a District easement (“**Easement**”) located on Lot _____ (“**Easement Area**”), as shown on the Plat; and

WHEREAS, due to the District’s legal interests in the Easement, among other reasons, Owner requires the District’s consent before constructing improvements within the Easement; and

WHEREAS, the District has agreed to consent to the installation of the Improvements within the Easement Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
2. **Easement for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the Easement Area.
3. **Owner Responsibilities.** The Owner has the following responsibilities:
 - a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.
 - b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).

- c. District, by entering into this Agreement, does not represent that District has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of any applicable homeowners' association as well as any other necessary legal interests and approvals).
- d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of District or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option.
- e. Owner's exercise of rights hereunder shall not interfere with District's rights under the Easement. For example, if the Improvements include a fence, such fence shall be installed within the Easement a few inches higher than ground level, so as not to impede the flow of water, or shall otherwise be constructed so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe that may be located within the Easement, or any utilities within the Utility Easement. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall, at Owner's sole expense, pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements and shall provide written documentation of such marking to the District prior to beginning any work.
- f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements and agrees to maintain the Improvements in good condition.
- g. Additionally, the Owner shall keep the Easement Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

4. **Removal and/or Replacement of Improvements.** The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Easement(s) described above and agrees never to deny such interest or to interfere in any way with District's use. Owner will exercise the privilege granted herein at Owner's own risk and agrees that Owner will never claim any damages against District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner further acknowledges that, without notice, the District may remove all, or any portion or portions, of the Improvements installed upon the Easement Area at Owner's expense, and that the District is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless St. Johns County, the St. Johns River Water Management District, and the District as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages, expenses, attorney's fees, and costs resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder, including but not limited to any claims related to property damage, personal injury, or death.

6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word

“Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. **Default.** A default by either party under this Agreement – including but not limited to Owner’s failure to meet its obligations under Section 3 above – shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

9. **Attorney’s Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees and costs.

10. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[signatures continue on following page]

EXHIBIT 2

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

Mischief/ Vandalism:

- Damage continues to occur to the sod at Falls Park field and 360 Community field from e-bikes, e-scooters and dirt bikes. Staff has already presented remedy options for Falls Park to the Board for consideration; staff is waiting for direction on how to proceed
- Maintenance staff removed a 3rd vape from the men's bathroom urinal in the Fitness Lodge

Administration:

- Worked with Vesta on lifeguards schedule for Spring and Summer
- Attend and set up for the Special CDD Meeting
- Worked with several companies to provide cleaning proposals for Board consideration
- Assisted Sunshine State Solutions with the Pergola at North Creek to completion
- Worked with Prestige on the tree relocation from the JEA waterline project
- FirstService Residential executives meeting to show community progress
- Worked with Sterling Specialties and Johnnie Verdell (Maintenance Supervisor) on the gate hinges at the Fitness Lodge
- Worked with CBus to finalize the fun pool resurfacing
- Performed employee evaluations
- Continued working with FirstService Residential team and Vice Chairperson Loffredo for future amenity possibilities
- Attended meeting with Regional Director
- Attended FirstService Residential University classes/ training
- Worked with landscaping companies and pine straw vendor for continued pine straw project
- Attended virtual meetings with FirstService Project Management team on possibilities for the future of TCCDD projects/ amenity additions
- Worked with Lifestyle team and 904Tennis on structure of the tennis program/ events
- Budget meeting with Supervisor Murphy and DM
- Assisted Colden Company with updating the TV in the Café to show a virtual menu for residents/ guests
- Attended the virtual South Region Town Hall from FirstService Residential

Reoccurring Meetings/Events:

- Property drive with Ruppert Landscape
- Property drive with Prestige Landscape
- Attended the CDD Workshop Meeting
- Monthly meeting with Chairman Clint Wright
- Monthly meeting with Supervisor Ronnie Murphy
- Monthly meeting with Supervisor Vincent Sajkowski
- Monthly meeting with Vice Chairperson Heather Loffredo
- Conducted weekly staff meeting (every Thursday)
- RecNet monthly meetings
- Maintenance inspection with maintenance supervisor (bi-weekly)
- Leadership meetings (every Thursday)
- Attended the monthly FSR Lifestyle collaboration call

Kayak Hub:

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

Lifestyle:

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

Maintenance/ Vandalism/ Mischief Issues:

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

EXHIBIT 3



March 23, 2026

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

Attn: Jessicajessica.knutelsky@fsresidential.com

Re: Sod removal on dirt humps

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

Scope of Work: This proposal is to remove the sod and dirt from the mounds in Falls park. We will regrade the area so that the new st augustine sod sets flush with the existing grade. All irrigation will be routed so that the turf has proper coverage. We will dump all dirt debris in the washout at North Creek park.

Materials:

Description	Quantity	UM/Size
St Augustine sod	18	Pallets

Miscellaneous:

Description
Grade/ Demo
Irrigation Repairs/ adjusting
Equipment

Total price* : \$15,514 _____ Initial

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

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

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

Additional watering:

YES _____ **NO** _____

Terms and Conditions

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor's processing of invoices through a third-party servicer, with any such fees or costs being added to the Owner's invoice as an additional sum owed to the contractor.
- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.
- This proposal shall only be valid for Thirty (30) days. After that time unit prices will need to be readjusted.
- If this proposal meets your approval, please sign and return one copy.

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

Acceptance of Proposal:**jessica.knutelsky@fsresidential.com**

Ruppert Landscape LLC**Kyle Carasea****904-504-7403 cell****kcarasea@ruppertcompanies.com**Date:



January 09, 2026

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

Attn: Jessicajessica.knutelsky@fsresidential.com

Re: Sod removal on dirt mounds

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

Scope of Work: This proposal is to remove the damaged sod from the dirt mounds.

Materials:

Description	Quantity	UM/Size
St Augustine sod	18	Pallets

Miscellaneous:

Description
Grade/ Demo

Total price* : \$11,377 _____ Initial

- Installation of plant material, sod, and seed shall be in accordance with generally excepted state/local industry specifications and guidelines.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization, unless otherwise indicated.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The

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

customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.

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

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

Additional watering: YES _____ NO _____

Terms and Conditions

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.

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

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

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

Acceptance of Proposal:

jessica.knutelsky@fsresidential.com

Ruppert Landscape LLC

Kyle Carasea

813-293-0587 cell

kcarasea@ruppertcompanies.com

Date: _____



March 12, 2026

322 Paseo Reyes Drive
St. Augustine , FL 32095

Attn: Jessica Jessica Knutelsky

Re: Hill obstruction plantings

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

Scope of Work: This proposal is to block the hills in falls park from bike traffic, but also to create an aesthetic appearance.

Podocarpus Hedge

Plants

Plant Description	Quantity	UM/Size
Podocarpus	70	15 gal

Hard Materials

Description	Quantity	UM/Size
Pine Straw	20	Quantity

Miscellaneous

Description
Demo/ Grade
Irrigation head re route

Total price for Podocarpus Hedge: \$14,852 _____ Initial

Trees and Boulders

Plants

Plant Description	Quantity	UM/Size
Crape Myrtle	3	30 gal
Live Oak	4	30 gal

Hard Materials

Description	Quantity	UM/Size
Pine Straw	20	Quantity

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

Miscellaneous

Description
Demo/ Grade
Irrigation head re route

Total price for Trees and Boulders:**\$11,699** _____ **Initial****Podocarpus and Trees****Plants**

Plant Description	Quantity	UM/Size
Podocarpus	70	15 gal
Crape Myrtle	3	30 gal
Live Oak	4	30 gal

Hard Materials

Description	Quantity	UM/Size
Pine Straw	20	Quantity

Miscellaneous

Description
Demo/ Grade
Irrigation head re route

Total price for Podocarpus and Trees:**\$18,828** _____ **Initial**

- Installation of plant material, sod, and seed shall be in accordance with generally excepted state/local industry specifications and guidelines.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization, unless otherwise indicated.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.

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

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

Additional watering: YES _____ NO _____

Terms and Conditions

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor's processing of invoices through a third-party servicer, with any

such fees or costs being added to the Owner's invoice as an additional sum owed to the contractor.

- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.
- This proposal shall only be valid for Thirty (30) days. After that time unit prices will need to be readjusted.
- If this proposal meets your approval, please sign and return one copy.

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

Acceptance of Proposal:

Jessica Knutelsky

Ruppert Landscape LLC

Kyle Carasea

904-504-7403 cell

kcarasea@ruppertcompanies.com

Date: _____

EXHIBIT 4

Feb 1, 2026–Feb 28, 2026

Category Sales Report

CAFE



Category	Items Sold	Gross Sales
Uncategorized	13	\$15.00
CANDY	85	\$108.25
CHIPS	21	\$42.00
DRINKS	125	\$217.00
EXTRAS	1	\$0.60
HOT DRINKS	14	\$14.00
KIDS MEAL	2	\$13.50
PIZZA	10	\$62.50
SANDWICHES	7	\$44.00
SINGLE ITEMS	7	\$32.00
TREATS	57	\$228.00
WRAPS/BURGERS	8	\$56.00
Total	350	\$832.85

EXHIBIT 5

Feb 1, 2026–Feb 28, 2026
Category Sales Report
TCCDD



Category	Items Sold	Gross Sales
Uncategorized	37	\$1,576.96
FOBS	23	\$690.00
Lifestyle Sponsorship	2	\$1,000.00
TCCDD Reservations	72	\$6,993.00
Total	134	\$10,259.96

EXHIBIT 6

Feb 8, 2026
Category Sales Report
CAFE



Category	Items Sold	Gross Sales
CHIPS	1	\$2.00
Total	1	\$2.00

Feb 15, 2026
Category Sales Report
CAFE



Category	Items Sold	Gross Sales
CANDY	4	\$4.00
DRINKS	1	\$2.00
TREATS	2	\$8.00
WRAPS/BURGERS	1	\$6.00
Total	8	\$20.00

Feb 22, 2026
Category Sales Report
CAFE



Category	Items Sold	Gross Sales
Uncategorized	2	\$3.25
CANDY	5	\$8.75
CHIPS	3	\$6.00
DRINKS	12	\$17.00
HOT DRINKS	2	\$2.00
KIDS MEAL	1	\$7.00
SINGLE ITEMS	1	\$5.00
TREATS	6	\$24.00
Total	32	\$73.00

EXHIBIT 7

(1)



Broken Weight Bench

Created: Thu, 3/5/2026

Replaced broken weight bench at fitnessw lodge. (Before)

(2)



Broken Weight Bench

Created: Thu, 3/5/2026

Replaced broken weight bench at fitnessw lodge. (After)

(3)



Gate Hinges

Created: Thu, 3/5/2026

Replaced gate hinges at tennis and repaired existing holes. (Before)

(4)



Gate Hinges

Created: Thu, 3/5/2026

Replaced gate hinges at tennis and repaired existing holes. (After)

(5)



Paver Cleaning

Created: Thu, 3/5/2026

Power washed pavers at Northcreek Park. (Before)

(6)



Paver Cleaning

Created: Thu, 3/5/2026

Power washed pavers at Northcreek Park. (After)

(7)



Benches

Created: Thu, 3/5/2026

Stripped and restrained benches at Northcreek park. (before)

(8)



Benches

Created: Thu, 3/5/2026

Stripped and restrained benches at Northcreek park. (After)

(9)



Trellis

Created: Thu, 3/5/2026

Powerswashed sidewalks and restained wood at the falls park trellis. (Before)

(10)



Trellis

Created: Thu, 3/5/2026

Powerswashed sidewalks and restrained wood at the falls park trellis. (Before)

(11)



Fridge / Ice Machine

Created: Thu, 3/5/2026

Replaced refrigerator and ice machine at kayak club.

(12)



Vape

Created: Thu, 3/5/2026

This is the 3rd time staff has had to remove a vape from the toilet in the men's bathroom at the fitness lodge.

(13)



Leg Press

Created: Thu, 3/5/2026

Repaired leg press At fitness lodge. (Before)

(14)



Leg Press

Created: Thu, 3/5/2026

Repaired leg press at fitness lodge. (after)

(15)



Trail Cameras

Created: Thu, 3/5/2026

We've installed trail cameras at falls and Northcreek parks.

(16)



Fire pit

Created: Thu, 3/5/2026

Built new fire at outpost. (Before)

(17)



Fire Pit

Created: Thu, 3/5/2026

Built new fire at outpost. (After)

(18)



Falls Park

Created: Thu, 3/5/2026

Power washed sidewalks and restained wood at falls park. (Before)

(19)



Falls Park

Created: Thu, 3/5/2026

Power washed sidewalks and restained wood at falls park. (Before)

(20)



Benches

Created: Thu, 3/5/2026

Stripped and restrained benches at falls park. (Before)

(21)



Benches

Created: Thu, 3/5/2026

Stripped and restrained benches at falls park. (After)

(22)



Lounges And Chairs

Created: Thu, 3/5/2026

Cleaned all lounges and chairs at pool area. (Before)

(23)



Lounges And Chairs

Created: Thu, 3/5/2026

Cleaned all lounges and chairs at pool area. (After)

(24)



Volleyball Net

Created: Thu, 3/5/2026

Installed volleyball Net At falls park. (Before)

(25)



Volleyball Net

Created: Thu, 3/5/2026

Installed volleyball Net At falls park. (After)

(26)



Deck Board

Created: Thu, 3/5/2026

Replaced broken deck board at Northcreek trail. (Before)

(27)



Deck Board

Created: Thu, 3/5/2026

Replaced broken deck board at northcreek park. (After)

(28)



Tv

Created: Thu, 3/5/2026

Replaced failed tv at conference room.
Completed by Johnnie verdell

EXHIBIT 8

Shearwater Lifestyle Summary Report – February 2026

Feb 3rd & Feb 26th – Café Takeover: Complicated Dough

- Our newest vendor utilizing Café Takeovers has hit the ground running. Almost all sold out on both days. They have a great local following. We hope this was a nice addition to having them on the same night as the CDD meeting.

February 3rd - Feb 24th – Curiosity U Every Tuesday (2 additional evening showings)

- Consistent attendance – 16 people per event. Slight increase. In regular attendance due to Black History Month. We included 2 additional evening showings and attendances were the same but there was a different audience. We also saved \$1,100 annually by switching the content platform.

February 6th – Trivia Night w/ Filo's Fresh at The Kayak Cafe

- Trivia Night exceeded RSVPs, with 45+ participants, residents enjoyed this activity and new software. Tested out our new projector and screen during the event. Once we fully learn all the options within the software and projector, this event will feel no different than hiring a professional service at a fraction of the cost.

February 7th - Tennis Social: Valentine's Day Themed

- 6 participants, each were given a rose and boxed chocolates to attend. Hosted by a tennis pro from 904Tennis.

February 10th – OneBlood Donation Drive

- 12 donations completed this month. Standard number for each visit.

February 11th – Coffee and Conversations: Strategic Wealth Specialists

- Slightly above average attendance to about 50 people. Added treat of king cakes in lieu of Mardi Gras was very well received and appreciated. With the warming of the season attendance should also increase going forward.

February 12th – Story Time with Ivybrook Academy

- The Outpost has been a great location for this activity. They have had some scheduling mix-ups these last couple of months, but this has been ironed out, and we have been guaranteed they will not miss any scheduled days going forward. They sponsored \$750 during Winterfest so we will extend them a little grace.

February 13th – Tween Silent Disco

- ✓ Cancelled due to lack of ticket sales. This event should have been scheduled for Tweens from the onset. To ensure success with tween and teen events in the future, I have scheduled a meeting with TCA principal and PTO president to assist with distribution of this information. Parents are not passing this information on to the kids.

February 15th – Vendor Village

- ✓ Weather predictions diminished attendance from both vendors and attendees. The weather held up, and while windy, we were able to proceed as planned. Lower attendance than hoped but once the weather settled, things picked up substantially. Between 300 to 400 attendees by days end.

February 19th – Macrame Group Class

- ✓ Rescheduled due to lack of registration. Next class is on March 19th.

February 20th – Bingo With Filo's Fresh in The Kayak Cafe

- ✓ The new software and projector set up worked perfectly. About 60 attendees. Filo's Fresh sold out. Residents ranged from kids to seniors and everyone enjoyed this activity with Demetric and Joe as hosts.

February 24th – Epik After Dark: A Teen Night Out

- ✓ An offsite discount program designed to encourage teens to gather at a specific location. This did not get any traction with this demographic as expected. Lifestyle Team has reached out to Beachside High School to see how we can partner to create additional opportunities for this demographic.

February 28th – Pups And Pints

- ✓ Great event overall. We had over 50 booths, including 4 rescues, 2 girl scout troops, and one boy scout troop. It was an excellent turnout considering the weather was overcast and it was raining the night prior up until about 8am. Vendors and sponsors were very happy. Had it not been poor weather to start the day, we would have had more than the estimated 800 total attendees throughout the day.

Additional Activities

- ✓ Saint John's Bookmobile at the Outpost Every Monday. Food Truck every Wednesday at the Outpost. Both are doing consistent business. Haymaker started slowing but have picked up in the last couple of weeks. We anticipate them sticking around for a while. Community Garden has been cleaned, treated for bugs, and had all the beds reassigned. Our new administrators have organized everything, and all bed assignments have been billed with new agreements sent out.

EXHIBIT 9

February, 2026

Lifestyle Profit & Loss



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

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

EVENT REVENUE/ COST

Coffee & Convo	Revenue	Cost
Sam's Club - Supplies		\$167.96
Publix		\$6.52
Gambino Bakery - King Cakes		\$215.00
Total	\$0.00	\$389.48

Trivia/Bingo - 7th + 20th	Revenue	Cost
Crowdpurr.com		\$49.99
Amazon - Raffle Prizes		\$100.00
Total	\$0.00	\$149.99

Curiosity U	Revenue	Cost
Curiosity U Software		\$100.00
Curiosity Stream annual plan 2/18/26 - 2/18/27		\$69.99
Total	\$0.00	\$169.99

Misc	Revenue	Cost
Caution Tape		\$26.84
Heyzine Sub.		\$49.00
Total	\$0.00	\$75.84

Pups and Pints	Revenue	Cost
Amazon - Paw prints		\$67.97
Pint Glasses		\$691.49
Event Helper		\$382.00
Evolution Signs + Print		\$95.00
Total	\$0.00	\$1,236.46

Pups And Pints	Revenue	Cost
Publix - Ice		\$59.90
Veterans United		\$681.86
Amazon - Table covers		\$87.08
Total	\$0.00	\$828.84

Epik Teen Night Out	Revenue	Cost
Epik Burger		\$32.13
Total	\$0.00	\$32.13

Silent Disco	Revenue	Cost
Credit (\$650) paid in Nov. Hush Hush		-\$350.00
Total	\$0.00	(\$350.00)

Events Summary	Actual
Total income	\$0.00
Total expense	\$2,532.73
Total Profit	-\$2,532.73

VENDOR REVENUE 10% OF ALL SALES

Vendor	Payment Method		Income
904 Tennis	Square		\$1,120.50
Thiago Gomes - Trainer	Square	Paid thru 2/28	\$130.00
Planet Pizza	Square		\$68.24
Sarap Stop	Square		\$27.92
Full for Life	Square		\$40.00
Complicated Dough	Square		\$42.80
Soca Dance - Ma'at	Square		\$38.00
Vendor Village	Check	Paid for 12/26	\$105.00
Zumba - Songhwanara	Square	Paid thru 2/28	\$53.20
Total			\$1,625.66

SPONSORSHIPS

Sponsor	Type		Income
Complicated Dough	Sponsorship/Pups and Pints		\$500.00
Veg ER	Sponsorship/ Pups and Pints		\$500.00
Total		\$0.00	\$1,000.00

EXHIBIT 10

Trout Creek CDD

(URL: <https://troutcreekcdd.org/>) Website Type: Medium

Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
March 10, 2026	1.0	Initial Proposal	VB Joshi, Kristen T



VGlobalTech's Industry Leading ADA & WCAG Compliance Seal



VGlobalTech is the ADA, WCAG Compliance Expert, with over 200 ADA & WCAG compliant websites created (....and counting) to-date!

Visit <https://vglobaltech.com/website-compliance/> for details.

VGlobalTech.com ~ Experience Innovation

Page 1 of 15

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.

Call: 321-947-7777 | Email: contact@VGlobalTech.com

Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted

COPYRIGHT ©: This proposal and the contents within this document are solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech. VGlobalTech company holds Intellectual Property details along with company software details that must not be shared with others without the written permission of the company. The proposal and software details are customized for the requesting customer and cannot be applied to any other customer / asset / solution. This document does not apply to a case if it is not exclusively sent to you by VGlobalTech upon request.

Any violations are punishable under the law and shall be prosecuted.

Table of Contents

1.0 The Law 4

2.0 ADA & WCAG Compliance – Introduction 6

2.1 Common Problems and Solutions in Website Accessibility? 7

2.1.1 Problem: Images Without Text Equivalents..... 7

2.1.2 Problem: Documents Are Not Posted In an Accessible Format 7

2.1.3 Problem: Specifying Colors and Font Sizes..... 7

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features 7

2.1.5 Web Content Accessibility Guidelines (WCAG)..... 8

3.0 Pricing 10

3.1 ADA Compliance Monthly Maintenance and Hosting..... 10

3.2 Quarterly Technical and Human Audit..... 11

1.0 Proposal Acceptance: 14

2.0 References: 15

1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

189.069 Special districts; required reporting of information; web-based public access. —

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.

2.1 Common Problems and Solutions in Website Accessibility?

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

2.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

2.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - o This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - o This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - o This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - o This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

3.0 Pricing

3.1 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance DOES NOT include the quarterly audits proposed in the next section.

Maintenance contract is required to receive VGlobalTech's proprietary document conversion software (PDF to RTF) that allows you to easily convert documents or submit to VGlobalTech and get docs converted within less than 24 hrs.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc.). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. <i>Update turnaround time – less than 24 hrs. from customer sending the content and documents to be updated to VGT team.</i>
2.	PDF Documents conversion (to Text, HTML etc.) as needed (<i>new documents during the maintenance year only</i>) for ADA Compliance / Reader Compliance. VGlobalTech's proprietary batch conversion software is included as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). There is no limit on how many documents you can convert per month using VGlobalTech's software. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal – Every Quarter – Included in this cost
4.	Website hosting and backups including 5 business email accounts – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
	Total Monthly Maintenance with full content upload, document conversion and Hosting: \$200 / month *Monthly maintenance must be paid before the 10 th of every month

3.2 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech has developed a unique program for digital accessibility that is run by a highly skilled and experienced team in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall, the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand.

Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

Cost for Audit: **\$125 / per quarter**

- Can be paid yearly (\$400) or can be paid per audit every quarter (\$100) – billed separately
- All CDD required website documents' conversions to compatible formats included
- Seals renewed every quarter
- Audits are conducted by VGlobalTech dev and ADA Expert Team

Digital Asset Technical Compliance Seal
(Updated after VGlobalTech Quarterly Audits):



VGlobalTech's Golden ADA Compliance Seal is industry leading and proudly displayed on only ADA & WCAG Complaint Sites that we maintain. VGlobalTech maintained and audited sites have had **ZERO legal / litigation issues in the past 15 years. We are absolutely proud of our work and will stand by the quality service we provide.**

**Compliance seal shall be updated and issued only after successful auditing by VGlobalTech and its authorized partners. No replication of the seal or content is permissible by any outside parties. The seal needs to be removed immediately if the contract with the customer is terminated for any reason by either party involved in the contract.*

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line-item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

1.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Signatures:

For Customer

Date

VB Joshi

For VGlobalTech

Date

2.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section*

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

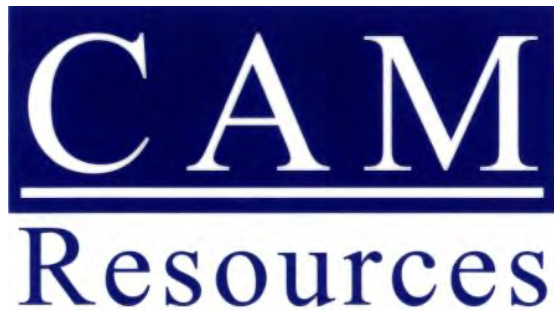
VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



EXHIBIT 11

EXHIBIT 11A



PROPOSAL

JANITORIAL AND CLEANING SERVICES

	Trout Creek CDD 100 Kayak Wy, St. Augustine, FL 32092	CAM Resources, Inc. 4320 Deerwood Lake Pkwy Jacksonville, FL 32216 904-862-2665 Office Keith@camresourcesusa.com www.camresourcesusa.com
--	---	---

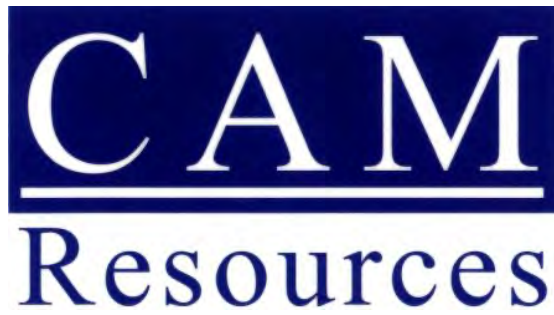
SCOPE OF SERVICES

		FREQUENCY			
			Weekly	Quarterly	
CLUBHOUSE	Wipe down & polish tables				
	Empty trash receptacles				
	Vacuum/mop floors				
	Clean windows		X		
	Clean base boards				
	Wipe down clean furniture				
LAUNDRY ROOMS	Clean inside and outside of machine				
	Mop floor				
	Empty trash				
	Replace trash can liner				
	Clean window ledges				
	Clean windows				
	Spot clean walls				
LOBBY	Wet mop floors/dust mop				
	Vacuum Carpet around and under furniture				
	Dust & wipe down counter area				
	Clean entrance windows		X		
	Clean entrance doors				
	Wipe down & dust furniture				
HALLWAYS	Clean entrance doors to stairs				
	Vacuum floors				
	Wipe down hand rails				
	Clean entrance area to elevators				
STAIRWELLS	Clean entrance doors to the top of door				
	Wipe down & dust rails				
	Wipe down & dust ledges on walls				
	All debris will be removed (leaves, cobwebs, litter).				
	Stairwells will be swept and mopped weekly.				
ELEVATORS	Clean surface and buttons at entrance of elevator				
	Polish inside of elevator	X			
	Vacuum floors	X			
	Clean grate area at entrance of elevator	X			

CAM

Resources

	Clean flooring inside elevator	X				
	Wipe, clean and polish inside of elevator	X				
	Vacuum mats	X				
	Check elevators	X				
	Empty trash containers, install new liners and remove trash	X				
BATHROOMS	Clean Mirror	X				
	Clean Sink	X				
	Wet mop floors	X				
	Clean toilet & fixtures	X				
	Restock all paper products	X				
	Refill soap containers	X				
FITNESS ROOM	Wet mop floors	X				
	Clean base boards	X				
	Wipe down Fitness equipment	X				
	Vacuum floor	X				
	Clean mirrors	X				
	Clean Window	X				
	Clean entrance doors	X				
POOL AREA	Dust, clean and align pool furniture	X				
	Wipe down furniture	X				
	Clean all trash container lids	X				
	Empty trash containers, install new liners and remove trash	X				
	Clean and polish drinking fountains	X				
COMMUNITY ROOM	Wipe down & polish tables, counters, surfaces	X				
	Pick up trash, empty trash receptacle, install new liner	X				
	Sweep & wet mop floor/ vacuum carpet & area rugs	X				
	Clean & polish mirrors	X				
	Wipe down & clean furniture	X				
	Clean baseboards & door frames	X				
	Spot clean walls & door, remove carpet stains	X				
WINDOWS	Clean all glass doors and windows in club house & fitness room inside and out.				X	
GRILLS	Clean barbeque grills	X				
	Scrape grill inside	X				
	Clean and wipe down inside and out	X				
	Clean adjacent tops and disinfect	X				
PET STATIONS	Restock pet waste bags	X				
	Empty trash can	X				
	Replace liner	X				
	Disinfect pet station	X				
TRASH BIN AREAS	Pick up trash	X				
	Place trash in dumpster	X				
	Sweep up broken glass	X				
	Clean up spills	X				
	Sweep/blow out around dumpster		X			
HAUL OFF SERVICE	Report large and excessive waste to management	X				
	Items will be hauled off for additional fee upon approval	X				
TENNIS COURTS	Pick up trash in and around tennis courts	X				
	Blow off loose debris from tennis courts	X				



PLAYGROUND	Pick up trash in and around playground area				
	Wipe off playground equipment				
COMMON AREA	Pick up trash in common area				
	Pick up pet waste in common area				
	Clean cobwebs				
	Clean light fixtures	X			
PARKING AREA	Pick up trash		X		
	Sweep up loose debris		X		
	Blowing off the parking lots and trash enclosures		X		

SERVICE SUMMARY:

- ☐ Service (2) days per week (6) hours per day each (2) Cleaners \$ 2,494.08 per month
- ☐ Service (2) days per week (8) hours per day each (2) Cleaners \$ 3,325.44 per month
- ☐ Service (3) days per week (6) hours per day each (2) Cleaners \$ 3,741.12 per month

ADDITIONAL SERVICES:

- ☐ Unit cleaning \$.19 cents per Sq Ft.

General Contract Terms:

Number of service days per week: _____

Monthly Contract: _____

Date services to begin: _____

Services performed in accordance with the above Scope of Services. The Association shall be invoiced monthly. Invoices shall detail items and cost. Either party, upon 30 days written notice to the other party, may terminate the contract without cause or penalty. Also, a 30-day notice is needed to start property. Restocking supplies can be purchased by CAM Resources Inc. and billed back to the HOA or HOA can order them direct from a supply company and have them delivered to building. Invoices sent to collection shall inquire collection fees to be paid by client. Employee's may not be hired to work on the property by the HOA, management company or another cleaning company outside of the services provided by CAM Resources Inc. This is the non-compete agreement.

ACCEPTANCE

Trout Creek CDD

CAM RESOURCES, INC

By: _____

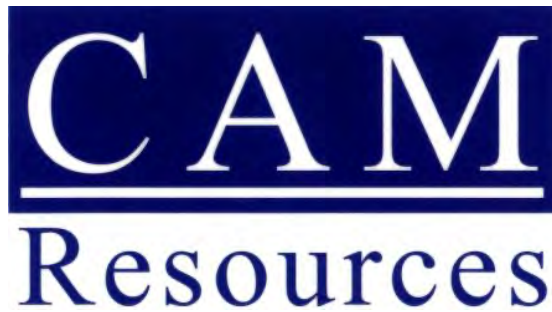
By: _____

Title: _____

Title: _____

Date: _____

Date: _____



This Commercial Cleaning Services Agreement (the "Agreement") is made and entered into as of the **19th day of February, 2026**, by and between **Trout Creek CDD**, whose principal place of business is located **100 Kayak Wy, St. Augustine, FL 32092** ("Client"), and **CAM Resources Inc.**, a cleaning service provider ("Contractor"). Client and Contractor may each be referred to herein individually as a "Party" and collectively as the "Parties." **WHEREAS**, the Client desires to retain the Contractor to perform certain commercial cleaning services at **100 Kayak Wy, St. Augustine, FL 32092** (the "Premises"); and **WHEREAS**, the Contractor is willing to provide such services to the Client under the terms and conditions set forth herein. **NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Scope of Services

1.1 Services Provided. Contractor shall furnish all labor, materials, equipment, and supervision necessary to perform the commercial cleaning services described in **Exhibit A** attached hereto and incorporated herein by reference (the "Services").

1.2 Standard of Performance. Contractor agrees to perform the Services in a professional, diligent, and workmanlike manner, consistent with industry standards and practices.

2. Term

2.1 Initial Term. The term of this Agreement shall commence on the date signed below under the acceptance, ("Commencement Date") and shall continue for a period of five (5) years ("Initial Term"), unless earlier terminated in accordance with the provisions of this Agreement.

2.2 Automatic Renewal. Unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the Initial Term or any Renewal Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") under the same terms and conditions, including any adjustments to fees as specified in Section

3. Compensation and Price Adjustments

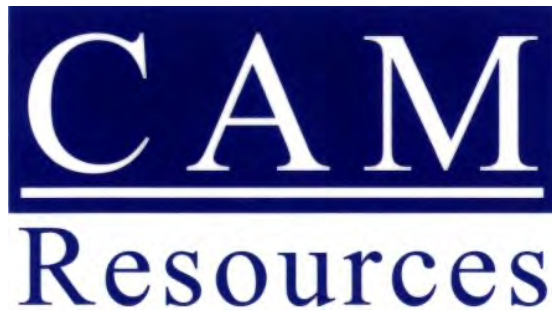
3.1 Compensation. In consideration for the Services, Client shall pay Contractor a monthly fee of **\$_____ per month** for the first year of the Initial Term.

3.2 Annual Increase. Commencing on the first anniversary of the Commencement Date and on each subsequent anniversary thereafter during the Initial Term, the monthly fee shall automatically increase by five percent (5%) over the fee payable during the immediately preceding year.

3.3 Payment Terms. Payments are due and payable 30 days after invoice is submitted for Services rendered during that month. Payments not received by the due date shall be considered delinquent and subject to a late fee of one and one-half percent (5%) per month on the outstanding balance or the maximum rate permitted by law, whichever is less.

4. Obligations of Contractor

4.1 Personnel. Contractor shall employ qualified personnel to perform the Services and shall be solely responsible for their compensation, benefits, and taxes.



4.2 Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of the Services.

4.3 Supplies and Equipment. Unless otherwise specified in **Exhibit A**, Client shall provide all cleaning supplies, restocking supplies necessary to perform the Services.

5. Obligations of Client

5.1 Access to Premises. Client shall provide Contractor and its personnel with reasonable access to the Premises during agreed-upon hours necessary for the performance of the Services.

5.2 Utilities. Client shall furnish at no cost to Contractor all utilities necessary for the performance of the Services, including water, electricity, and waste disposal.

6. Insurance and Indemnification

6.1 Insurance. Contractor shall maintain at its own expense during the term of this Agreement:

- Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - Workers' Compensation Insurance as required by applicable law.
- Contractor shall provide certificates of insurance evidencing such coverage upon Client's request.

6.2 Indemnification. Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (the "Indemnified Party"), its officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

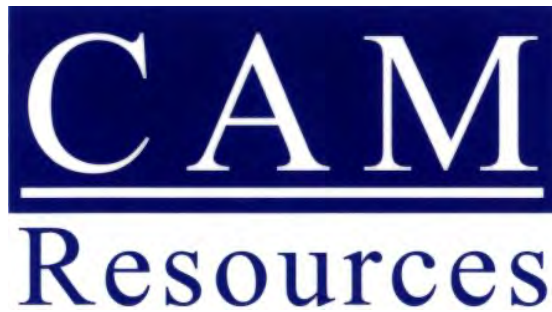
- (a) any breach by the Indemnifying Party of its representations, warranties, or obligations under this Agreement; and
- (b) the negligence or willful misconduct of the Indemnifying Party or its employees or agents.

7. Confidentiality

7.1 Confidential Information. Each Party acknowledges that during the term of this Agreement, it may receive or have access to confidential or proprietary information of the other Party ("Confidential Information"). Each Party agrees to maintain the confidentiality of the other Party's Confidential Information and not to disclose it to any third party except as required by law or with the prior written consent of the other Party.

8. Termination

8.1 Termination for Cause. Either Party may terminate this Agreement upon providing thirty (30) days' written notice to the other Party if the other Party breaches any material term or condition of this Agreement. During this thirty (30) day cure period, the breaching Party shall have the opportunity to remedy the breach to the reasonable satisfaction of the non-breaching Party. If the breach is cured within the cure period, the termination notice shall be rendered null and void, and the Agreement shall continue in full



force and effect. If the breach is not cured within the cure period, the Agreement shall terminate at the end of the thirty (30) day notice period.

8.2 Termination Without Cause. Client may terminate this Agreement without cause upon ninety (90) days' prior written notice to Contractor. In the event of such termination, Client shall pay Contractor all fees accrued up to the effective date of termination and a termination fee equal to three (3) months of the then-current monthly fee.

8.3 Termination. Upon termination of this Agreement for any reason, Contractor shall cease all Services and return any Client property in its possession.

9. Dispute Resolution

9.1 Negotiation. In the event of any dispute arising under this Agreement, the Parties shall first attempt to resolve the dispute through good faith negotiations.

9.2 Mediation and Arbitration. If the dispute cannot be resolved through negotiation within thirty (30) days, the Parties agree to submit the dispute to mediation. If mediation fails to resolve the dispute, either Party may pursue any remedies available at law or equity.

10. Miscellaneous Provisions

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of CA, without regard to its conflict of laws principles.

10.2 Entire Agreement. This Agreement, including all exhibits and schedules, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements, understandings, or representations.

10.3 Amendments. No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

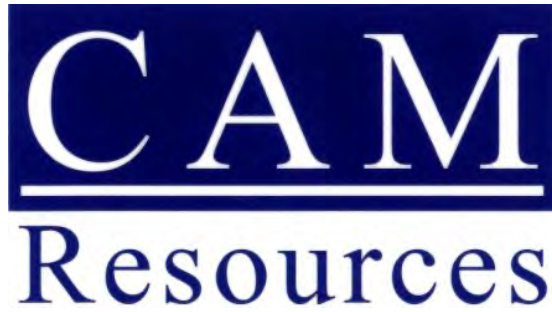
10.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed, and the remainder of the Agreement shall remain in full force.

10.5 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by confirmed facsimile, sent by nationally recognized overnight courier, or three (3) days after being sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth above or to such other address as a Party may designate by notice. Notice must also be sent by email.

10.6 Waiver. The failure of either Party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Party in writing.

10.7 Force Majeure. Neither Party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, or governmental actions.

10.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CLIENT:

Trout Creek CDD

By: _____ Name: _____ Title: _____

Date: _____

CONTRACTOR:

CAM Resources Inc.

By: _____ Name: _____ Title: _____

Date: _____



Presentation for: Trout Creek CDD

Keith Lundmark, President

CAM Resources

Commercial Cleaning

Direct 904-862-2665

keith@camresourcesus.com

www.camresourcesus.com

**The HOA's Cleaning Company Saving You Time
and Money While Providing You Outstanding Results**



CALL Keith To Get Your Cleaning Program Moving In The Right
Direction Today 904-862-2665



The HOA's Cleaning Company Saving You Time and Money While Providing You Outstanding Results

Constant improvements in technology and systems are changing the way industries operate and develop. The cleaning industry is no different and "true leaders" are the only ones that can survive and thrive in the highly competitive and demanding market.

CAM Resources prides itself on maximizing productivity to meet the high demands of its clients. We do this by focusing on core competencies and key areas to be able to provide the high quality services clients demand.

Since CAM Resources, Inc. inception we have been growing by leaps and bounds providing cleaning services to some of the finest properties in town and constantly innovating and coming up with new service ideas, concepts, and packages that our clients are looking for and want.



The Question You Should Be Asking

We are the premier commercial cleaning company cleaning HOA communities. We clean the finest properties and buildings in town. We don't just clean your community we find ways to add value by adding people to your community that are friendly and personable.

CALL Keith To Get Your Cleaning Program Moving In The Right
Direction Today 904-862-2665



Trash Bin Area - Cleaning

We pick up trash around the trash bins and enclosure on a regular schedule. This keeps the area picked up and looking clean for the residence and lets them know they should not just put their trash up against the dumpster.

Haul Off Services



We haul off old appliances left out by the street or trash areas. All you do is give us a call and we will go by the property and pick it up and haul it off. If the property is one of our scheduled cleaning properties then we will notify you there are haul off items to be hauled away.



Mattress and Furniture Removal

We also remove mattresses and furniture that residents will commonly discard by the trash bin enclosure, alley, or around parking areas.



Pet Waste Removal Services

Keep the common area free of pet waste and trash. We pick up the pet waste and trash in the rocks, grass, and dirt. We can also refill pet waste stations with pet waste bags and remove and replace the large pet waste bag.

CALL Keith To Get Your Cleaning Program Moving In The Right Direction Today 904-862-2665



Pool Furniture Cleaning

We set your pool furniture on a cleaning schedule to keep it clean and help extend the pool furniture life. The residents like going out to rest on pool furniture that is clean and free of things like bird waste and dirt.



Pool Restroom Cleaning

We clean the pool restrooms keeping them clean and presentable for the residents. We disinfect all of the fixtures, disinfect the floor and mop it, wipe down the walls, empty the trash, and restock the paper products and soap.



Trash Can Emptying

We empty the trash cans around your community replacing the liners and wiping off the exterior of the trash can receptacle to make sure it is staying clean. We also pick up trash around the trash receptacle that has fallen down or never made it inside.



Grill Cleaning

We clean the grill inside and out scraping the grill down and removing the burnt on residue. After we are done with the inside we degrease the grill and shine it up using stainless steel cleaner.



Fitness Room Cleaning

The fitness room needs to be cleaned regularly to prevent germs and diseases from spreading after they use the equipment.

CALL Keith To Get Your Cleaning Program Moving In The Right
Direction Today 904-862-2665



High-Rise Cleaning

We specialize in cleaning high-rise buildings and make sure we get you the best well trained staff to work it.



Club House Cleaning

We keep your club house looking clean year round so it stays fresh and clean for the residents.



Fitness Room

It is important to make sure your fitness rooms is being cleaned and sanitized on scheduled basis.



Porter Services

We offer porter services to keep the trash picked up in your community so it keeps its curb appeal.



Pool Area Cleaning

We clean around the pool area; furniture, tables, emptying trash, cleaning grills, and restrooms.



Trash Bin Areas

We clean around trash bins picking up trash, sweeping up glass and dirt, and hauling off large items.



Common Area

We walk your community picking up trash and pet waste in the common area grass, parking area gravel



Pet Waste Services

We offer pet waste services changing out pet stations and restocking them and also picking up pet waste.



Window Cleaning

We offer commercial window cleaning for ground level windows and pole cleaning for upper windows.

CALL Keith To Get Your Cleaning Program Moving In The Right Direction Today 904-862-2665



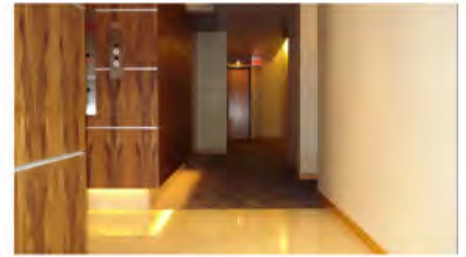
Lobby

We clean the lobby entrance on a daily basis. Keeping the entrance to your building inviting.



Restrooms

We keep the restrooms clean and sanitized. Disinfecting fixtures and restocking supplies.



Hallways

We keep the hallways clean by vacuuming, dusting and spot cleaning on scheduled days.



Fitness Room

We restock fitness wipes, disinfect machines, empty trash, mop floors, vacuum floors and clean the room.



Grills

We degrease the grills, scrape off the insides and polish the outside of the grills to keep them clean.



Elevators

We clean the doors, push plates, grates and floors to keep the elevators looking great and smelling fresh.



Trash Shoots

We clean trash shoot doors inside and out to remove spills and disinfect to keep them sanitized.



Carpets

We can clean the carpets on a scheduled basis to keep them clean and looking great.



Club Room

We keep the club room clean and ready for your next event by cleaning it on a daily or weekly basis.

CALL Keith To Get Your Cleaning Program Moving In The Right Direction Today 904-862-2665



Color Coded System For Cross Contamination Prevention

The color coded system helps to stop the transition of germs from one surface to another by only using a certain color for each cleaning task. This is best explained by this example you don't want to clean your sink with the same rag you just used to clean your toilet with.

To Be The Best You Need to Use the Best



We use only the best equipment to make sure you are getting the most cost effective and health conscious cleaning possible. The backpack vacuum offers this by using HEPA filtration to make sure we are getting the most dust and particles out of your building not just blowing them around.



We Are Always Working To Help You Save Money

We accomplish this by effectively planning, training, and using the proper equipment. By effectively planning the work schedule for your building we can lower the down time of wasted back tracking. By training our staff with our policies and procedures manual and materials/equipment we give our cleaners the confidence to clean.

Costly Cleaning Mistakes Cost YOU Money Everyday



If your cleaning staff has not been properly trained then you are paying for work that is not being done. How are you paying for work that is not being done? It is simple your cleaner can only do what they know how to do and if they have not been professionally trained then they do not know any better and you are getting the results. A professionally trained cleaner knows what to do and what not to do.

Paying More For Less Than Professional Work Cost You Money

CALL Keith To Get Your Cleaning Program Moving In The Right Direction Today 904-862-2665



A professional cleaner saves you time and money by not wasting your time and money trying to look busy because they think everything is done. They have a set program they work the building on and schedule task to be completed on a daily, weekly, bi-weekly, and monthly program that makes for a cleaner building.



Best in Class Concepts Built From Fortune 500 Companies

Keith Lundmark built his first class training program for CAM Resources, Inc. from adapting and implementing basics concepts and ideas used by Fortune 500 companies to get the employees involved in the business and to take a leadership role in the "Service Fulfillment" we offer our clients.



Recycle Programs Help Your Building Help The Environment

We help provide the system to help you implement your recycling program throw daily routine recycling schedules. We provide this service on many on the buildings we service.



Only The Best Cleaning Materials Will Do

We use microfiber commercial flat mop for cleaning a multiple of surface areas so they can be easily changed out and keep the area they are being used on their cleanest. The microfiber flat mops that we use are commercial grad top of the line to give you the clean environment you want.

CALL Keith To Get Your Cleaning Program Moving In The Right
Direction Today 904-862-2665



Microfiber Cleaning Clothes

We use microfiber hand towels for cleaning things like decorative glass, decorative wood pieces, furniture, leather, and other items that collect dust and need a fine cloth to remove it with. The dust fibers attach to the microfiber cloth as it moves over the surface picking up much more dust than a regular cleaning towel.



Designer Green Chemicals “Green Certified”

The Portion Pac “One for One program” saves time money and lowers the risk of chemical over saturation from improper mixing of chemicals.



One Pac makes one bottle of cleaner and another Pac makes one mop bucket of solution keeping the system simple and organized. The yellow Pac goes with the yellow bottle and the red Pac goes with the red bottle.

Portion Control Provides The “Process Control” Needed

Portion control is a very important part of any green cleaning system because over dilution of chemicals will make them ineffective and over saturation of chemicals (mixing too much concentrated chemical into the water) is improper handling of chemicals as is dangerous.

That is why the one for one system is so effective the cleaner does not have to measure the chemicals they just open one Pac and pour it in. It is that simple.



People Respect What You Inspect

We have an organized system for checking the work of the cleaners to make sure all the tasks are being completed and that the quality and expectations are being met.

We have supervisors and team leaders that check the completion of work and task.



Approved Quality Control Is Our Number one Goal

We are always looking to keep the properties we service up to the highest standards possible based on the time and commitment the entire team is striving for. It is our goal

CALL Keith To Get Your Cleaning Program Moving In The Right Direction Today 904-862-2665

to always have the client's approval of our services with an A+ rating.

We Have The Referrals and Buildings to Prove It



We clean some of the finest high-end properties in town and can provide you with a list and referrals to put your mind at ease that you are working with a highly organized respected company that can give your building the attention and reputation it deserves.



Customer Service Begins & Ends With A Smile

We make sure that all of our employee's are friendly and personable. They are all trained to smile and be friendly to clients and customers alike. It is important to us that our cleaners enjoy what they are doing and the environment they are working in.



Our Hiring Practices and Expertise

We have made it our business to search out and find the best candidates for our cleaning company. We are constantly interviewing looking for the top performers who do not mind going the extra mile for the client, the company, and themselves.



Continuous Never Ending Improvement

We are always striving to learn new techniques in the industry. That can save time, save money, and improve on the overall environments of the buildings and communities we work in.

How We stack Up Against The Competition

Questions	CAM Resources, Inc.	Company B	Company C	Company D
Do you try to get in and out of the property or can we have you on site for a certain number of hours?	We work the all of the dedicated hours to your building with a start and end time so you get your moneys worth.	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No
Will we have the same person working on our property throughout the week?	Yes we train our people for your building so you will have the same person or persons.	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No

CALL Keith To Get Your Cleaning Program Moving In The Right
Direction Today 904-862-2665

Do you have other HOA communities you are currently cleaning and can provide references?	Yes we have over 150 HOA communities we clean just like yours.	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No
Do you have experience cleaning around trash enclosures?	Yes we have experience trash chutes.	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No
Do you have experience with pet waste removal?	Yes we have experience clean trash chute rooms.	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No
Do you have experience cleaning high-rise and mid-rise stair cases?	Yes we clean many high rise staircases indoor and outdoor.	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No
Do your employees get a scope of work for the property they clean?	Yes we give them the same scope of work that is directly off the cleaning proposal.	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No
Do your employees have uniforms?	Yes we currently take care of the recycling for many of the high-rise building.	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No
Do you have policies & procedures manual, and a training manual?	Yes we have all of our policies and procedures, and training manual we documented.	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No
Do you have a time tracking system?	Yes we set up a time tracking system at the property so it can be checked on and referred to.	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No	YES/NO Received verification Yes/No

BOARD MEMBER NOTES:

CALL Keith To Get Your Cleaning Program Moving In The Right Direction Today 904-862-2665

EXHIBIT 11B



Trout Creek CDD

Elite Amenities Contract for Janitorial Services

February 19, 2026

This agreement is entered into by and between the Company Elite Amenities NE Florida LLC a.k.a ("Elite Amenities") and the Customer Trout Creek CDC. In consideration of the mutual promises made in the agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Trout Creek CDD hereby accepts the Program Proposal submitted by Elite Amenities and agrees that a copy of said proposal is below and hereby becomes part of this contract agreement.

PROGRAM PROPOSAL:

Elite Amenities' staff shall perform thorough cleaning duties as outlined by the property management team/CDD with a minimum of 4 hours each day

Days: Tuesdays and Wednesday

Time: 6:00am-10:00am or 11:00pm-3:00am

Areas to include:

Kayak Hub/Clubhouse

Outpost

Fitness Lodge

Studio

Indoor and Pool Restrooms

1. Clean all mirrors, sinks, toilets, urinals, dispensers, and water fountains
2. Sweep and Mop all floors
3. Clean offices in Kayak Hub
4. Replenish paper supplies and soap dispensers
5. Empty trash and replace liners
6. Additional areas agreed upon by both parties



Supplies: Elite Amenities shall use the supplies and equipment provided on site.

Uniforms: Elite Amenities shall provide all necessary uniforms, STAFF T-shirts.

Payments:

Total Fee for all services:

Monthly: \$1,179

Annual: \$14,144

If Elite provides its own supplies and equipment:

Monthly: \$1,248

Annual: \$14,976

Additional Coverage:

With 1 weeks notice: \$136 per shift

Emergency coverage: \$50/hour

Invoices will be received by the 1st of the month in advance of services and payment for services will be required within 30 days. A late fee of 1.5% will be assessed if payment is not received by the 30-day period.

NOTE: Elite Amenities' staff signs a non-compete clause and may not be hired to staff any part of Trout Creek CDD without the signed consent of Elite Amenities. Certificate of Liability and Worker's Compensation provided by Elite Amenities NE Florida LLC.

The laws of St Johns County, Florida shall govern this agreement. If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

Cancellation must have 30 days written notice from either party.

This agreement may not be modified except in writing and signed by all parties.

IN WITNESS WHEREOF the parties have signed this agreement under seal on



_____ (DATE)

Eric Meyer
Elite Amenities NE Florida LLC

Representative for Trout Creek CDD

EXHIBIT 11C

From: [contact eMaids](#)
To: [Jessica Knutelsky](#)
Subject: Cleaning Service Proposal
Date: Tuesday, February 17, 2026 7:26:01 PM
Attachments: [Outlook-vdc4el5s.png](#)

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

Good evening,

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

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

Our detailed cleaning plan would include:

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

Workflow plan:

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

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

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

Thank you again for your time and consideration.

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

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

Best regards,
Claude Gaudet

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



EXHIBIT 11D

FirstService Residential – Adding a second PT Porter to staffing model

Part Time Porter - **\$41,193.60 annually including benefits**

- 24 hours a week, this would cover the 2 days off for our current Porter (Shannon) and allow coverage for vacation/ sick days/ project days
- \$19 an hour / \$23,712 annually
- 30% labor rate / \$7,113.60
- Benefits should they select to use them - \$864 monthly / \$10,368 annually

EXHIBIT 12

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED RULES OF PROCEDURE; ADOPTING AMENDED AND RESTATED SUSPENSION AND TERMINATION OF PRIVILEGES RULE; ADOPTING AMENDED AND NEW RULES, RATES, FEES AND CHARGES OF THE DISTRICT; ADOPTING AMENDED POLICY RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District’s Board of Supervisors (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges, rates and fees and to adopt policies relating to parking and parking enforcement; and

WHEREAS, the Board previously adopted *Rules of Procedure, Rules, Policies & Rates for Usage for All District Facilities* (“Policies and Rates”), and policies relating to parking and now wishes to set a public hearing to consider amendments to the Rules of Procedure, amendments to the suspension and termination of privileges rule, amendments and additions to rates, fees and charges which relate to the District’s amenity facilities and operation of public improvements, and amendments to the policy relating to overnight parking and parking enforcement.

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

SECTION 1. Multiple public hearings will be held to adopt the District’s Amended Rules of Procedure, Amended and Restated Suspension and Termination of Privileges Rule, the amended and new rates, fees, and charges within its Policies & Rates, and the Amended Policy Relating to Overnight Parking and Parking Enforcement on **May 28, 2026, at 6:00 p.m., at 100 Kayak Way, St. Augustine, Florida 32092.**

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

PASSED AND ADOPTED this 26th day of March 2026.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended Rules of Procedure

Exhibit B: Amended and Restated Rules for District Facilities (Disciplinary Rule)

Exhibit C: Rates

Exhibit D: Amended Policy Relating to Overnight Parking and Parking Enforcement

EXHIBIT 12A

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
AMENDED POLICY RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

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

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

SECTION 2. DEFINITIONS.

- A. *Abandoned.* Any Vehicle or Vessel that, for a period of two (2) weeks, has remained in the same location without being moved shall be deemed abandoned/
- B. *Overnight.* Between the hours of 11:00 p.m. and 4:00 a.m. daily.
- C. *Park / Parking.* To stop, stand, or leave a Vehicle or Vessel, whether attended or unattended, except when stopping temporarily for the purpose of and while actually engaged in loading or unloading persons or property.
- D. *Tow-Away Zone.* District property (including, where applicable, District-owned or District-controlled roadways and rights-of-way) in which parking is prohibited and in which the District is authorized to initiate towing and/or removal, as identified in **Exhibit A** and by posted signage. During Overnight hours, District-owned or District-controlled roads are designated Tow-Away Zones, subject to the signage requirements in Section 5.
- E. *Vehicle.* Any motor vehicle, trailer, or other wheeled conveyance that is used or capable of being used as a means of transportation on land for persons or property.
- F. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

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

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

maximum of five (5) minutes in the sections as identified in **Exhibit A**; parking in these areas in excess of five (5) minutes is prohibited. Parking is prohibited at all times on any grassy or landscaped areas on District property, including common areas, pond banks, and areas bordering roadways, unless the District grants a written exception in advance. **Any Vehicle parked on District property, including District roads, if any, must do so in compliance with all laws, ordinances, and codes, and shall not block access to driveways, property entrances, fire hydrants, fire lanes and mailbox access. Vessels shall not be parked on District property without the express written permission of the District.**

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

SECTION 4. ENFORCEMENT.

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

SECTION 5. TOWING/REMOVAL PROCEDURES.

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

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

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

Exhibit A: Parking Map

Specific Authority: §§ 190.011(5), 190.012(2)(d), and 190.041, *Fla. Stat.*
Effective date: [DATE OF ADOPTION]

EXHIBIT A
TOWING AREAS

Draft

Trout Creek CDD

Towing & Maintenance Areas

Lot Number	Notes
1	1300 7' Impervious Water, 27' Shorewater Phos
2	1300 6'x10'x10' 21, 27' Shorewater Phos
3	1300 6'x10'x10' 21, 42' Shorewater Phos (Phase 1 Impervious Deck)
4	Phase 1C, 2'x10'x10' Impervious Water, 17' Shorewater
5	1300 6'x10'x10' Impervious Deck, 21' Shorewater
6	1300 6'x10'x10' 21, 42' Shorewater Phos
7	1300 7' Impervious Water, 42' Shorewater Phos
8	1300 6'x10'x10' 21, 42' Shorewater Phos
9	1300 6'x10'x10' 21, 42' Shorewater Phos
10	1300 6'x10'x10' Impervious Deck
11	1300 6'x10'x10' 21, 42' Shorewater Phos
12	804 7' Impervious Water
13	804 7' Impervious Water, 80' Shorewater (2' Dedicated Impervious Deck)
14	804 7' Impervious Water, 75' Shorewater (2' Dedicated Impervious Deck)
15	1300 7' Impervious Water, 10' Deck Dr
16	1300 6'x10'x10' 21, 29' Deck Dr (Phase 2A Impervious Deck)
17	1300 6'x10'x10' 21, 29' Deck Dr
18	1300 6'x10'x10' Impervious Deck
19	1300 7' Impervious Water, 144' Shorewater
20	1300 7' Impervious Water, 144' Shorewater (2' Dedicated Impervious Deck)
21	1300 6'x10'x10' 21, 42' Deck Dr
22	1300 7' Impervious Water, 1144' Shorewater Phos
23	1300 6'x10'x10' 21, 42' Shorewater Phos, 2' Impervious Water (Phase 2C Impervious Deck)
24	1300 7' Impervious Water, 1344' Shorewater Phos
25	1300 6'x10'x10' 21, 42' Deck Dr, 144' Shorewater (2' Dedicated Impervious Deck)
26	1300 7' Impervious Water, 144' Shorewater (2' Dedicated Impervious Deck)
27	1300 7' Impervious Water, 144' Shorewater (2' Dedicated Impervious Deck)
28	1300 6'x10'x10' 21, 42' Shorewater Phos
29	1300 7' Impervious Water, 2144' Shorewater Phos
30	1300 1.5' Impervious Water, 2144' Shorewater Phos
31	1300 1.5' Impervious Water, 2144' Shorewater Phos
32	1300 7' Impervious Water, 2144' Shorewater Phos
33	1300 6'x10'x10' 21, 42' Shorewater Phos (Phase 1 Impervious Deck)
34	1300 7' Impervious Water, 2144' Shorewater Phos (Phase 1 Impervious Deck)
35	1300 6'x10'x10' 21, 42' Shorewater Phos (Phase 1 Impervious Deck)
36	1300 7' Impervious Water, 2144' Shorewater Phos (Phase 1 Impervious Deck)
37	1300 7' Impervious Water, 2144' Shorewater Phos (Phase 1 Impervious Deck)
38	1300 6'x10'x10' 21, 42' Shorewater Phos (Phase 1 Impervious Deck)
39	1300 7' Impervious Water, 2144' Shorewater Phos (Phase 1 Impervious Deck)
40	1300 7' Impervious Water, 2144' Shorewater Phos (Phase 1 Impervious Deck)
41	1300 6'x10'x10' 21, 42' Shorewater Phos (Phase 1 Impervious Deck)
42	1300 7' Impervious Water, 2144' Shorewater Phos (Phase 1 Impervious Deck)
43	1300 7' Impervious Water, 2144' Shorewater Phos (Phase 1 Impervious Deck)

LEGEND

- HOA Maintained Areas
- CDD Maintained Areas
- Homeowner Maintained Pond Bank
- 360 Maintained
- Trout Creek Academy K8 School
- Five-Minute Parking Zones
- Overnight Tow-Away Zones
- St. Johns County Park
- Maintenance Access Easement
- CDD Maintained Trail
- CDD Maintained Boardwalk

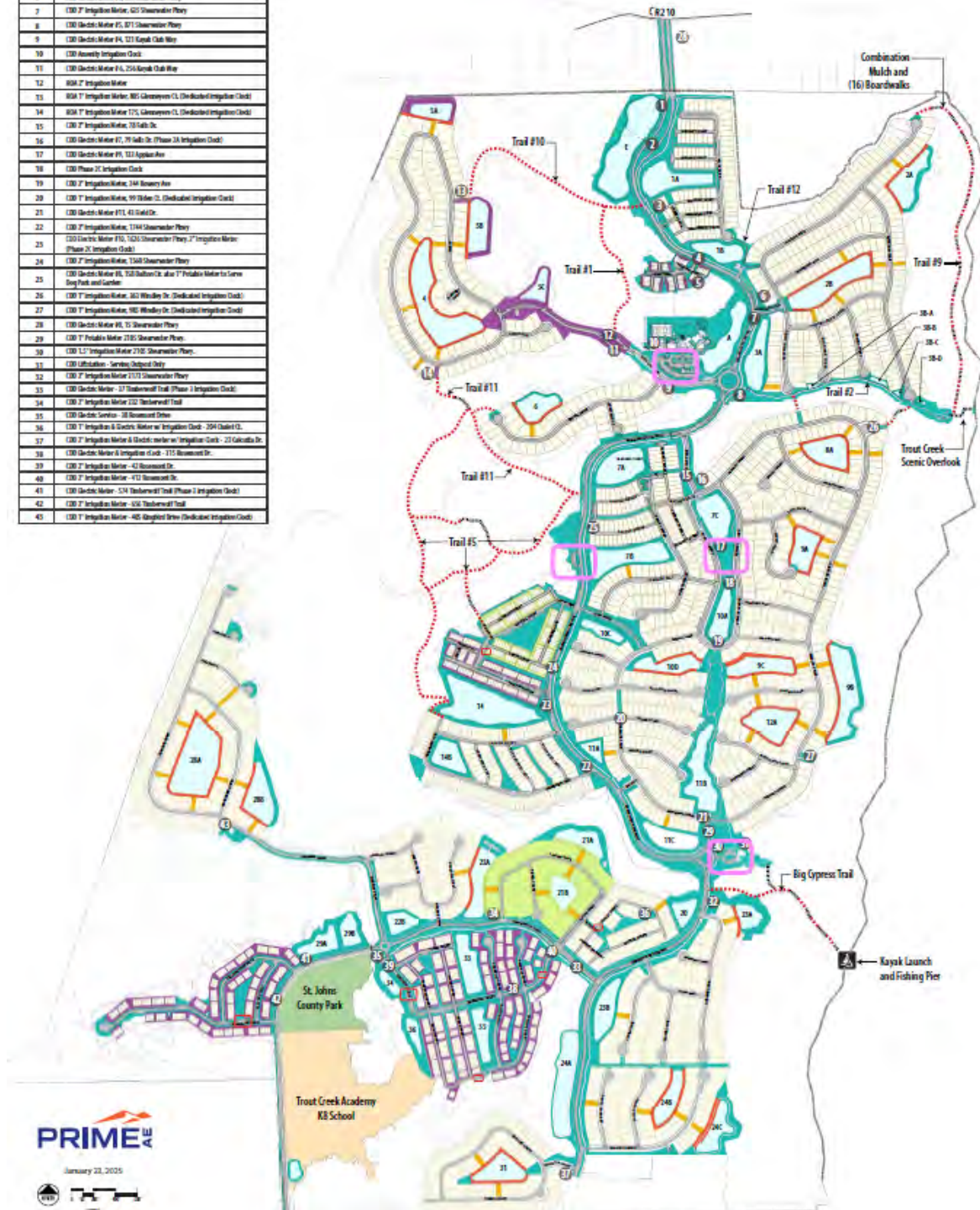


EXHIBIT 12B

**RULES OF PROCEDURE
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____

TABLE OF CONTENTS

<u>Rule 1.0</u>	<u>General</u>	2
<u>Rule 1.1</u>	<u>Board of Supervisors; Officers and Voting</u>	3
<u>Rule 1.2</u>	<u>District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination</u>	7
<u>Rule 1.3</u>	<u>Public Meetings, Hearings, and Workshops</u>	10
<u>Rule 1.4</u>	<u>Internal Controls to Prevent Fraud, Waste and Abuse</u>	15
<u>Rule 2.0</u>	<u>Rulemaking Proceedings</u>	16
<u>Rule 3.0</u>	<u>Competitive Purchase</u>	22
<u>Rule 3.1</u>	<u>Procedure Under the Consultants' Competitive Negotiations Act</u>	27
<u>Rule 3.2</u>	<u>Procedure Regarding Auditor Selection</u>	31
<u>Rule 3.3</u>	<u>Purchase of Insurance</u>	35
<u>Rule 3.4</u>	<u>Pre-qualification</u>	37
<u>Rule 3.5</u>	<u>Construction Contracts, Not Design-Build</u>	43
<u>Rule 3.6</u>	<u>Construction Contracts, Design-Build</u>	47
<u>Rule 3.7</u>	<u>Payment and Performance Bonds</u>	52
<u>Rule 3.8</u>	<u>Goods, Supplies, and Materials</u>	53
<u>Rule 3.9</u>	<u>Maintenance Services</u>	57
<u>Rule 3.10</u>	<u>Contractual Services</u>	60
<u>Rule 3.11</u>	<u>Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9</u>	61
<u>Rule 4.0</u>	<u>Effective Date</u>	64

Rule 1.0 General.

- (1) Trout Creek -Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board

member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior twenty-four (24) months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include, but are not limited to, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules

is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified and available to perform the labor, taking into account the nature and volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory, clerical and/or legal staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional

payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to their affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Howard McGaffney, hmcgaffney@cddmanagers.com, 250 International Parkway, Suite 208, Lake Mary, FL 32746, (321) 263-0132. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval (“Meeting Materials”). Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format, or similar format, in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report

2. Approval of Expenditures
Supervisor's requests and comments
Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), *Florida Statutes*; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), *infra.*, and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to Section 120.541(2), *Florida Statutes*, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
 - (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedure protects the public interest and complies with applicable law and these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may

be published in a newspaper of general circulation in the county in which the District is located.

- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
 - (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;

- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written or electronically posted solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, relevant business presence and capability to service the District's needs, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be

awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall

include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status

shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term “contract crime” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term “convicted” or “conviction” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
 - xiii. Any other circumstance constituting “good cause” under Section 337.16(2), *Florida Statutes*, exists.
- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or

revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
 - ii. Unsafe conditions allowed to exist;
 - iii. Complaints from the public;
 - iv. Delay or interference with the bidding process;
 - v. The potential for repetition;
 - vi. Integrity of the public contracting process;
 - vii. Effect on the health, safety, and welfare of the public.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for

reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of competent jurisdiction of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years shall be deemed ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the

bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board

that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards

and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five percent (5%). If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, , or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) calendar days from receipt of the recommended order in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective_____, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

EXHIBIT 12C

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT**

**RULES, POLICIES & RATES FOR USAGE FOR ALL
DISTRICT FACILITIES**

ADOPTED APRIL 5, 2016

AMENDED

February 4, 2020

February 9, 2022

January 18, 2023

November 19, 2024

September 17, 2025

[_____] , 2026

**Trout Creek CDD
100 Kayak Way,
St. Augustine, FL 32092**

TABLE OF CONTENTS

Definitions	3
Annual Fee Structure	4
District Facility Access	4
Tenant Privileges	4
Non-Discrimination Policy	5
General District Facility Provisions	5
General District Facilities Usage Policy	7
Free-Range Bird's Nest For Children	7
Swimming Pools, Tower Slide, Lazy River, and Water Walking Policies	8
Fitness Lodge Policies	12
Tennis Facility Rules	13
Rental of Designated District Facilities	14
Rental of Outpost Policies	15
Shearwater Landing and Kayak Launch Policies	15
Barbeque Grill Policies	15
Pond Policies	16
Fishing Policies	16
Park, Event Lawn and Playground Policies	17
Dog Park Policies	17
Trail Policies	18
Golf Cart Usage	18
Community Garden	18
Nanny / Au Pair / Caregiver Policy	19
Grandparent Policy	19
Loss or Destruction	19
Indemnification	20
Suspension and Termination	21
Natural Buffer Areas	21

DEFINITIONS

“Additional Users” – Shall mean any persons who can demonstrate permanent residence in the same dwelling unit through documentation acceptable to the District including, but not limited to, government-issued identification, closing statements, or lease agreements showing the dwelling unit address.

“Amenity Management” – Shall mean any and all employees or representatives who may work for the Homeowners Association, Management Company, or District and are charged with the operation of the District’s Facilities.

“Annual User Fee” – Shall mean the fee established by the District for any person that is not a Resident or Tenant and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth in *Addendum A*, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – Shall mean the Trout Creek Community Development District’s Board of Supervisors.

“Commercial Purposes” – Shall mean those activities which involve, in any way, the provision of goods or services for compensation.

“Community Director” – Shall mean onsite supervisor of the Amenity Management.

“Corporate Owners of Residential Property” or “Non-Resident Owner” – Shall mean a person or entity that owns a residential lot or residence within the District, as evidenced by a recorded deed or other documentation acceptable to the District, and is entitled to access and use of the District Facilities as described herein.

“Corporate Owners of Undeveloped Property” – Shall mean a person or entity that owns undeveloped property within the District and is entitled to access and use of the District Facilities as described herein.

“District” – Shall mean the Trout Creek Community Development District.

“District Facilities” – Shall refer to the District Facilities including the Kayak Club, pools, Dog Park, parks, playgrounds, Fitness Lodge, tennis courts, play fields, kayak launching area, pavilions, boardwalks, trails, and any other facilities which are owned by the District.

“District Facility Policies” or “Policies” – Shall mean all District Facility Policies of the District, as amended from time to time. Such policies may be enforced by Amenity Management, the District Manager, the Board of Supervisors, and designated representatives thereof.

“District Manager” – Shall mean the District’s management company, including its employees and agents, contracted by the District to manage the operations of the District.

“District Property” – Shall mean lands owned by the District.

“Guest” – Shall mean any person that accompanies a Patron in utilizing the District Facilities and is authorized by the Patron to access such facilities under the Patron's guest privileges.

“Guest Privileges” – Privileges included with Patron account authorizing individual guest entries with no more than four (4) used at one time. All Guests must be accompanied by the sponsoring Patron during use of District Facilities, unless a weekly or summer Guest Pass is purchased as set forth in Addendum A.

“Non-Resident User” – Shall mean an individual who is not a Resident or Tenant, whose primary dwelling is not located in the District, but has access to the District Facilities due to payment of the Annual User Fee.

“Patron” – Shall mean Residents, Tenants, Non-Resident Users, and Corporate Owners of Residential Property or Undeveloped Property.

“Patron Identification” – Shall mean an electronic identification card, fob, or other form of identification issued by the District to a Resident, Tenant, Non-Resident Owner, and/or Non-Resident User. Patron Identifications are non-transferable and remain the property of the District.

“Resident” – Shall mean an individual whose primary residence is located within a dwelling within the District and may include a person/entity on the deed of record for a dwelling within the District.

“Tenant” – Shall mean an individual with a valid written lease agreement of at least one (1) year duration for a dwelling being used as a primary residence within the Trout Creek Community Development District.

ANNUAL USER FEE STRUCTURE

The Annual User Fee may be reviewed each year in conjunction with the adoption of the annual fiscal year budget for the District. Payment of the Annual User Fee provides access to all District Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of completion of the Non-Resident User application. The Annual User Fee is non-refundable.

DISTRICT FACILITY ACCESS

Two (2) Patron Identifications will be issued per place of residence within the District. The purchase of additional lost, or stolen Patron Identifications are outlined in Addendum A.

All Patrons will be required to provide proof of District residence or an executed Non-Resident User Application and execute a District Facilities Registration Form, including a liability waiver and release in a form approved by the District, prior to receiving their Patron Identification. The District Facilities Registration Form will identify persons authorized to use Patron Identifications. Such persons may include the Patron’s children and grandchildren who do not reside within the District and who are under 18 years old, provided such children and grandchildren are accompanied by the Patron or another authorized adult listed on the Registration Form when using District Facilities to the extent required by the policies set forth herein.

A maximum of two (2) additional Patron Identifications can be purchased for Additional Users.

TENANT PRIVILEGES

1. Residents who lease their residential unit(s) in the District for a term of at least one (1) year shall have the right to assign their usage rights to a designated Tenant for the

duration of the lease term. During any period when usage rights are assigned to a Tenant, the Resident shall not have access to District Facilities.

2. In order for the Tenant to be entitled to use the District Facilities, the Tenant must register for a Patron Identification, provide a copy of the executed lease agreement, execute a liability waiver and release in a form approved by the District, and have written authorization provided by the Resident with a timeline to match the lease terms.
3. The Tenant shall provide a copy of the fully executed lease agreement showing a term of at least one (1) year and proof of residency at the leased property (such as a utility bill, driver's license, or other government-issued identification showing the District address) to acquire the Patron Identification.
4. A Tenant, who acquires a Patron Identification, shall be entitled to the same rights and privileges to use the District Facilities.
5. A fee for the issuance of a Patron Identification will apply. Please refer to Addendum A.

NON-DISCRIMINATION POLICY: The District is committed to compliance with all applicable fair housing laws, including the Fair Housing Act, and does not discriminate on the basis of race, color, religion, sex, disability, familial status, national origin, age, or any other protected class under applicable federal, state, or local law in the provision of services or access to District Facilities. All Patrons and Guests shall have equal access to District Facilities and amenities in accordance with these policies and applicable law.

GENERAL DISTRICT FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or remove, in part or in their entirety, these District Facility Policies when determined necessary in its sole discretion.
2. All Patrons must have their assigned Patron Identification upon utilizing District Facilities. All Patrons must present their Patron Identification upon request from Amenity Management or other authorized District representatives.
3. For health and safety reasons, children must be supervised by a responsible person age 18 or older as follows, based on the nature of the facility and applicable safety requirements:
 - a. Age 12 – Tennis Courts
 - b. Age 8 – Playground, Event Lawn
 - c. Age 13 – Swimming Pools
 - d. Age 14* – Fitness Lodge (Patrons between the ages of 14-15 must undergo a fitness orientation to learn how to use the equipment and provide a liability release. These age restrictions are based on equipment manufacturer safety guidelines and insurance requirements.)
 - e. Age 14 – Group Fitness Room
4. All hours of operation for the District Facilities, including holiday schedule, will be established and published by the District.
5. All pets are prohibited from entrance into the District Facilities, including but not limited to pools, except for service animals as required by the Americans with Disabilities Act and other applicable law.
6. Service Animals and Assistance Animals: Service animals that are individually trained to do work or perform tasks for a person with a disability are permitted in all areas of the District Facilities where the public is allowed, except where the animal's presence would fundamentally alter the nature of the service or create a direct threat to health or safety. Service animals must be harnessed, leashed, or tethered unless such devices interfere with the service animal's work or the individual's disability prevents use of such devices. Assistance animals (including emotional support animals) may be permitted in outdoor areas of District Facilities and common areas as a reasonable accommodation for persons with

disabilities in accordance with the Fair Housing Act. Persons requesting accommodation for an assistance animal should submit a request to the District Manager or Community Director in accordance with the District's reasonable accommodation procedures. All animals permitted under this policy must be under the control of their handler at all times. Patrons and handlers are responsible for any damage caused by animals and for immediately cleaning up after all animals.

7. All vehicles must be parked in designated parking areas only. Vehicles shall not be parked on grass, lawns, sidewalks, or in any manner that blocks the normal flow of traffic or emergency access.
8. Fireworks of any kind are not permitted anywhere on the District Facilities or adjacent areas, unless for a District approved event.
9. Only Amenity Management is allowed in the service areas of the District Facilities.
10. Smoking, including but not limited to vaping, cigarettes, and e-cigarettes, is not permitted anywhere in the District Facilities.
11. Guests must be accompanied by a Patron, while using the District Facilities, if they do not have a Summer Guest Pass or Weekly Pass.
12. All lost or stolen Patron Identifications should be reported immediately to Amenity Management.
13. A fee will be charged to the Patron for the replacement of any lost or stolen Patron Identification.
14. Violation of the District Facility Policies may result in the suspension or termination of usage privileges for District Facilities in accordance with the procedures set forth herein. The District shall provide written notice of any alleged violation and an opportunity to be heard before the Board of Supervisors prior to any suspension exceeding thirty (30) days or permanent termination of privileges.
15. Patrons and their Guests shall treat Amenity Management with courtesy and respect.
16. The use of off-road motorcycles, all-terrain vehicles, mini-bikes, e-bikes or other similar recreational off-road vehicles shall not be permitted within Shearwater unless such use complies with local, state and federal laws, rules, and regulations. Except for authorized maintenance vehicles, motorized vehicles are not allowed on any trail or sidewalk within Shearwater, other than golf carts on designated golf cart paths/trails.
17. In accordance with Florida law, firearms and other weapons are prohibited in District Facilities where such restrictions are legally authorized, including but not limited to meetings and workshops of the Board of Supervisors. Firearms or any other weapons are not permitted in any of the District Facilities unless otherwise permitted by law.
18. The District reserves the right to provide programming, in its sole discretion. District has the authority to reserve certain areas for programming that are not able to be reserved by Patrons.
19. Trespassing is prohibited on all designated wetland conservation and/or mitigation areas located on District property. All trespassers may be reported to the local authorities and may be subject to prosecution under Florida law.
20. Loitering is not permitted at any District Facilities.
21. All Patrons shall abide by and comply with all applicable federal, State of Florida, and local laws and ordinances, as well as District Facility Policies, while present at or utilizing the District Facilities and shall ensure that any minor for whom they are responsible also complies with the same. Patrons acknowledge and agree that they are responsible for the conduct of their guests and minors under their supervision.
22. The use of profanity, abusive language, or disruptive behavior will not be tolerated and may result in immediate removal from District Facilities and/or suspension of privileges.

23. The District, through its Amenity Management, shall have the authority to close any portion or all of the District Facilities for any necessary health or safety precautions, including but not limited to compliance with Florida Department of Health regulations under Chapter 64E-9, Florida Administrative Code. Examples include, but are not limited to, thunderstorms, fecal accidents, maintenance, and other emergency situations.
24. Non-District approved signage shall be restricted on District Property (e.g. Garage Sale, Open House, etc.).
25. Private barbeque grills of any kind are not permitted on District Property.
26. The Board of Supervisors, the District Manager, the Community Director, and Amenity Management shall have full authority to enforce these policies in accordance with Chapter 190, Florida Statutes, and the District's Rules of Procedure.

GENERAL DISTRICT FACILITIES USAGE POLICY

All Patrons and Guests using the District Facilities are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities.

Violation of the District Facility Policies and/or misuse or destruction of the District Facilities equipment may result in the suspension or termination of District Facilities privileges with respect to the offending Patron or Guest, subject to any applicable notice and hearing rights under Chapter 190, Florida Statutes, and the District's Rules of Procedure. The District reserves the right to pursue all available legal remedies, including but not limited to restitution, damages, injunctive relief, and costs of enforcement (including reasonable attorneys' fees), for destruction of or damage to District Facilities property or equipment.

Hours: The District Facilities are available for use by Patrons and Guests during normal operating hours to be established and posted by the District.

Emergencies: In the event of any emergency, Patrons should immediately contact 911 if emergency services are required. All emergencies and injuries occurring at District Facilities must also be reported to the office of the District Manager at (904) 436-6270 as soon as practicable.

Persons using the District Facilities do so at their own risk. The District Community Director, and Amenity Management are not present to provide personal training, exercise consultation, or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the District Facilities are encouraged to consult with a physician prior to commencing a fitness program. By using the District Facilities, Patrons and Guests acknowledge and assume all risks associated with such use.

FREE-RANGE BIRD'S NEST FOR CHILDREN

Free-Range Bird's Nest ("Bird's Nest") provides an **unsupervised** play area for children that may be utilized while Patron parents and/or guardians are utilizing the Fitness Lodge. As the Bird's Nest will not be staffed or subject to active supervision by Amenity Management, please use extreme discretion in allowing children to play there. The following conditions of use apply:

1. Children in the Bird's Nest remain solely the Patron's responsibility at all times. The District, its Board of Supervisors, officers, employees, agents, contractors, and Amenity Management (collectively, "District Parties") shall not be liable for and are not responsible for any injuries, accidents, losses, or damages sustained in the Bird's Nest. By allowing their children to use the Bird's Nest, Patrons acknowledge and assume all risks associated with such use.

2. No child shall remain in the Bird's Nest for longer than 1 hour.
3. The age range for children using the Bird's Nest is between five (5) and eleven (11) years of age. Parents and legal guardians must use their best judgment to determine if their child is mature enough to be in the Bird's Nest unattended and assume full responsibility for such determination.
4. The Bird's Nest is only available during Fitness Lodge hours, and Patrons may not leave the Fitness Lodge while their child is utilizing the Bird's Nest.
5. The District reserves the right to restrict usage of the Bird's Nest should a child appear too young to be unsupervised, misuse the Bird's Nest, misbehave, or display symptoms of illness. The District further reserves the right to limit the number of occupants in the Bird's Nest.
6. Violations of these policies may result in suspension from use of the Bird's Nest and/or District Facilities.
7. Participation in the Bird's Nest will be based on a first-come, first-served basis. The District reserves the right to utilize the Bird's Nest for District activities. During this time, the Bird's Nest may not be available for general use.
8. Infant carriers, strollers, and other similar devices are not permitted in the Fitness Lodge. Due to safety concerns, no infants, toddlers, or young children are permitted in the workout areas of the Fitness Lodge unless they are utilizing the Bird's Nest in accordance with the applicable policies.

SWIMMING POOLS, TOWER SLIDE, AND LAZY RIVER POLICIES

The pool and pool deck areas of the swim facilities are not available for private rental and shall remain open to other Patrons and Guests during normal operating hours. SWIM AT YOUR OWN RISK. The District, its agents, employees, and contractors shall not be liable for any injuries, accidents, losses, or damages sustained while using the pool facilities, except as may be required by applicable law.

HOURS OF OPERATION:

1. Days and hours of operation are subject to change without notice and shall be posted in a conspicuous location within the District Facilities.
2. Swimming is permitted only during designated hours, as posted and in accordance with the safety standards for public swimming pools as adopted by the Florida Department of Health in Chapter 64E-9, Florida Administrative Code.
3. The swimming pools may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
4. Any person swimming during non-posted swimming hours or outside of designated operating hours may be subject to suspension from using District Facilities and may be reported to local authorities for trespassing.

POOL RULES AND REGULATIONS

1. PATRONS AND GUESTS SWIM AT THEIR OWN RISK.
2. Food and beverages are prohibited in the pool and on the pool wet deck area. Pool wet deck area is defined as the four (4) foot wide unobstructed pool deck area around the outside of the pool water perimeter.
3. No glass or animals are allowed in the pool area (or tennis gates).
4. All Patrons must use their assigned Patron Identification upon entering the pool areas.
5. Proper swim attire must be worn in the pool.
6. No denim or cotton shorts permitted.

7. Personal visual or audio devices are not permitted unless they are equipped with headphones.
8. During the posted hours Patrons and Guests swim at their own risk while adhering to swimming pool rules.
9. Showering is required before entering the pools.
- 10.
11. Alcoholic beverages are prohibited in the pool area, unless provided in a District-sponsored event.
12. No jumping, pushing, running, or other horseplay, as determined by the Amenity Management, is allowed in the pool or on the pool deck.
13. Interfering with the lap-swimming lanes is prohibited.
14. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper.
15. Unauthorized diving is strictly prohibited at all pools.
16. Posted swimming pool hours and availability may be limited or rotated in order to facilitate maintenance of the facility.
17. The changing of diapers or clothes is not allowed poolside.
18. No one shall introduce, install, or add unauthorized chemicals, soaps, or other substances into the pool(s). Failure to comply with this regulation could result in the Patron being liable for any costs incurred in treating and reopening the pool, including but not limited to chemical treatment costs, labor costs, and lost revenue.
19. Remote controlled watercraft are prohibited in the pool areas.
20. Pool entrances must be kept clear at all times.
21. Obstructing ladders, fences, or railings is prohibited as is sitting, standing or hanging on such apparatus.
22. Pool furniture is not to be removed from the pool area.
23. Loud, profane, or abusive language is prohibited.
24. Physical or verbal abuse is prohibited.
25. The District is not responsible for any effects the chemicals within the pool may cause.
26. Pets, bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck or inside the pool gates.
27. Obey Lifeguards at all times. Failure to obey the rules may result in injury or removal from the facility.
28. The District reserves the right to authorize all programs and activities, including but not limited to the number of guest participants, equipment and supply usage, and reservation of pool for swim lessons, aquatic programs, and pool parties.

FECES POLICY FOR ALL SWIMMING AND WADING POOLS

If fecal contamination occurs, the affected pool will be quarantined and closed immediately. The pool will remain closed and undergo proper disinfection procedures in accordance with Florida Department of Health Chapter 64E-9, Florida Administrative Code, which requires specific chlorine levels and contact times based on the type of contamination (formed stool vs. diarrheal incident). The pool will reopen only after proper disinfection procedures are completed and water quality standards are met.

ADA CHAIR LIFT USAGE POLICY

1. ADA chair lifts are available for use by individuals with disabilities or mobility impairments as required under the Americans with Disabilities Act.
2. Chair lifts are designed for self-use. Amenity Management is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions.

3. Misuse of ADA chair lifts by individuals who do not require accessibility assistance may result in immediate suspension from the District Facilities for a period of one (1) day.

WEATHER POLICY

1. Rain: the pools will remain open unless severe weather poses potential danger to the guests and will reopen once such weather passes, all as determined in the sole discretion of the supervisor or Amenity Manager.
2. Thunder and Lightning: The pool will close immediately in case of thunder or lightning and will reopen only once the District determines thunder and lightning has been cleared.

AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

1. Aquatic toys and equipment are not permitted in the pool.
2. Prohibited items include, but are not limited to, rafts, kickboards, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
3. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Inner tubes provided by Amenity Management are allowed in the Lazy River.

LAZY RIVER POLICIES

1. PATRONS AND GUESTS USE THE LAZY RIVER AT THEIR OWN RISK. The District does not provide lifeguard supervision for the Lazy River during all operating hours. Users assume all risks associated with use of this amenity.
2. No climbing or sitting on the wall.
3. No jumping or diving into the Lazy River.
4. Only tubes provided by the District may be used in the Lazy River.
5. Only one person per tube seat. Tubes without an opening are available for children under 36" tall. These tubes may only be used when an adult supervisor at least eighteen (18) years of age maintains constant supervision within arm's length of the child at all times.
6. The Lazy River may only be used during pool hours when the river is attended by Pool Attendants unless otherwise so designated.
7. Maximum of two tubes may be coupled together.
8. Enter and exit only in designated areas.
9. During busy conditions float times may be limited by staff.
10. Users of the Lazy River are required to float at the pace and direction of the current and may not stop floating with the current until they are prepared to exit the Lazy River or in an out-cove.
11. No swimming underwater.
12. Users of the Lazy River may not stand, kneel, stack, flip, or throw floatation devices.
13. Floatation devices shall be removed from the Lazy River when not in use and placed in designated storage area.
14. All other Pool Rules and Regulations are required to be followed. Always use caution and follow staff directives when floating the Lazy River.
15. Children must be supervised by an adult.
16. No diving at any time allowed in the Lazy River.

TOWER SLIDE SPECIFIC POLICIES

1. When a lifeguard or Pool Attendant is stationed at the bottom of the slide in the water, children must be at least forty-two inches (42") tall to ride the slide. When a lifeguard or

Pool Attendant is not stationed in the water, children must be at least forty-eight inches (48") tall to ride the slide.

2. Height and weight restrictions will be judged at the sole discretion of the lifeguard, Pool Attendant, or Amenity Management.
3. For everyone's safety, refrain from standing at the bottom of the slide.
4. Only one person may use the slide at a time.
5. Only one person may be on the top of the slide at a time.
6. If a lifeguard or Pool Attendant questions a swimmer's ability, then, if requested, the swimmer must demonstrate their ability to swim prior to using the slide.
7. Users must slide feet first.
8. Users must never stop, stand, flip or slow themselves when riding the slide.
9. Users must keep feet and hands inside the slide at all times.
10. Users may not climb back up the slide after beginning their descent or after exiting the slide.
11. No jewelry, floatation devices or casts may be worn while using the slide.
12. No shorts with snaps or rivets, or anything that may damage the slide will be allowed on the slide.
13. Pregnant women are strongly discouraged from using the slide and should consult with a physician prior to using the slide.
14. Users must exit the slide landing exit area as delineated in the pool immediately after exiting the slide.
15. Users must follow lifeguard or Pool Attendant instructions at all times, and the lifeguard or Pool Attendant shall have the final authority on pool/slide use.
The slide may only be used during pool hours when the water slide is attended by a lifeguard or Pool Attendant.
16. All other General Pool Rules are required to be followed.

WATER WALKING POLICIES

1. **Purpose:** To promote wellness and ensure safe use of the Lazy River amenity, the District has designated specific hours for continuous walking exercise. These hours are open to all authorized residents and their registered guests, who wish to use the Lazy River for walking-only purposes.
2. **Lazy River Walking Hours** - Daily Walking Time: 9:00 AM – 10:00 AM (subject to adjustment at the District's sole discretion)
3. **During designated walking hours:**
 - a. Use of the Lazy River is limited to continuous walking in the current direction of flow.
 - b. No floatation devices, horseplay, running, stopping, or stationary use is permitted. Users must maintain a safe walking pace and appropriate distance from other users.
 - c. All users must be respectful of others using the amenity for fitness purposes. Users must follow all staff instructions and posted safety rules. Failure to comply may result in removal from the facility and suspension of access privileges.
 - d. Swimmers, loungers, and users with small children are welcome outside of walking hours or during designated recreation times, consistent with the general Lazy River rules.
4. **General Rules** (Apply at All Times)
 - a. During designated walking hours, minors fourteen (14) years of age or under must be accompanied and supervised by an adult at least eighteen (18) years of age at all times for usage of the Lazy River. All children five (5) years of age or younger, as well as all children who are unable to swim independently, must be supervised by a responsible individual eighteen (18) years of age or older, at all times within arm's length. Children who cannot maintain continuous walking for the full designated walking period should not use the Lazy River during walking hours. No horseplay is permitted.

- b. Proper swimwear required. All clothing must be made of appropriate swim material and be clean prior to entry. Cut-offs, denim, cotton clothing, and street clothes are prohibited. Swim diapers are required for all children who are not toilet-trained and for any individuals who require them for incontinence.
- c. Food and beverages are prohibited in the water.
- d. Staff may enforce safety or operational closures as needed for maintenance, weather conditions, or emergency situations. The District reserves the right to close the facility without advance notice when necessary to ensure user safety.

FITNESS LODGE POLICIES

1. Please note the Fitness Lodge is unattended. NOTICE: THE FITNESS LODGE IS UNATTENDED. NO STAFF IS PROVIDED. USE OF THIS FACILITY AND ALL EQUIPMENT IS AT YOUR OWN RISK. USERS ASSUME ALL RISKS OF INJURY OR DEATH ASSOCIATED WITH USE OF FITNESS EQUIPMENT AND FACILITIES. PERSONS USING THE FITNESS LODGE DO SO AT THEIR OWN RISK. THE DISTRICT DISCLAIMS ALL LIABILITY FOR INJURIES OR DAMAGES ARISING FROM USE OF THE FITNESS LODGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO SECTION 768.28, FLORIDA STATUTES.
2. Amenity Management is not present to provide Personal Training or Exercise Consultation to Patrons.
3. Persons interested in using the Fitness Lodge are encouraged to consult with a physician prior to commencing a fitness program.
4. All Patrons using the Fitness Lodge are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities. By using the Fitness Lodge, Patrons acknowledge and assume all risks associated with the use of fitness equipment, including but not limited to the inherent risks and dangers of serious bodily injury, permanent disability, paralysis, and death.
5. Violation of the District Facility Policies and misuse or destruction of the Fitness Lodge equipment may result in the suspension or termination of usage privileges.
6. The District may pursue further legal action and restitution in regards to destruction of District Facilities' property or equipment.
7. **Hours:** The Fitness Lodge is open for use by Patrons and Guests during normal operating hours to be established and posted by the District. Guest access to Fitness Classes is limited upon space and availability, with priority to Patrons.
8. **Emergencies:** Call 911 immediately if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Management and the District Manager at 321-263-0132 as soon as reasonably possible.
9. **Eligible Users:** Patrons and Guests, 14 years of age and older, are permitted to use the equipment in the Fitness Lodge during designated operating hours. Minors aged 14-17 must be accompanied by a parent or legal guardian who remains present in the Fitness Lodge during the minor's use of the facility.
10. Patrons and Guests must provide proof of age if requested by Amenity Management to use the Fitness Lodge.
11. **Food and Beverage:** Food is not permitted within the Fitness Lodge.
 - a. Water is permitted in the Fitness Lodge if contained in non-breakable containers with screw top or sealed lids.
 - b. Alcoholic beverages are not permitted.
12. **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Lodge.

- a. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).

13. General Policies:

- a. Each Patron is responsible for wiping off fitness equipment after use.
- b. Use of personal trainers is prohibited in the Fitness Lodge unless preapproved in writing by the Amenity Management. Any approved personal trainer must provide proof of liability insurance naming the District as an additional insured with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate, and must execute an indemnification agreement in favor of the District.
- c. Hand chalk is prohibited in the Fitness Lodge.
- d. Radios, tape players, and CD players are prohibited unless they are personal units, equipped with headphones.
- e. Weights or other fitness equipment may not be removed from the Fitness Lodge.
- f. Please replace weights to their proper location after use.
- g. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of weights.
- h. Any fitness program operated, established, and run by Amenity Management shall have priority over other users of the Fitness Lodge.
- i. No throwing objects against any wall.

GROUP FITNESS ROOM

1. Children 14 and under are allowed in the Group Fitness Room only when accompanied by and under the direct supervision of a parent or legal guardian at all times. The supervising adult must remain in the Group Fitness Room and maintain visual contact with the child at all times.
2. Children must be actively utilizing the room for its intended use (i.e. dance classes, children's fitness classes, and other similar activities). If children are not actively participating in fitness activities, they will be asked to wait in the Bird's Nest. Please refer to Free Range Bird's Nest Policies. Parents and legal guardians remain responsible for their children's safety and conduct at all times, regardless of location within the District Facilities.

TENNIS FACILITY POLICIES

1. All players shall check-in with on-site staff prior to playing.
2. Unreserved tennis courts will be assigned on a first-come, first-serve basis.
3. Clinic, lesson, and guest fees (if applicable) are to be paid prior to the utilization of court(s).
4. Patrons may make a court reservation by going to Playtennis.usta.com/shearwater and registering an account. Please save your confirmation email so that you can cancel your reservation if needed.
5. Reservations are allowed for one court, up to 72 hours in advance.
6. The length of time for a court reservation is 1, 1.5, or 2 hours.
7. If a Patron arrives more than 15 minutes late for their reservation, that court will be forfeited and available on a first-come, first-serve basis.
8. Tennis court usage may be limited or suspended from sponsored events, lessons, or as approved by Amenity Management.
9. Proper tennis attire, as determined by Amenity Management, shall be worn at all times; cutoffs or jeans are prohibited.
 - a. Only smooth sole tennis shoes shall be worn.

- b. Running shoes and cross-training shoes are prohibited.
- 10. Proper court etiquette should be observed at all times.
- 11. Profanity and/or disruptive behavior are prohibited.
- 12. Tennis Facility hours of operations are from 7:00 a.m. to 11:00 p.m. Lights at the Tennis Facility must be turned off after each use, and must be turned off at 11:00 p.m., unless during a District-sponsored event. However, the courts will be closed for maintenance daily from 6:30 a.m. to 8:00 a.m. and closed for mid-day watering from 1:00 p.m. to 3:00 p.m. from April to October.
- 13. Tennis courts are for tennis only.
- 14. Children under 12 years of age must be accompanied by and under the direct supervision of a parent or legal guardian at all times while on the tennis courts.
- 15. Glass containers, food, and smoking are prohibited near or on the tennis courts.
- 16. No vehicles or animals are allowed on the tennis courts.

RENTAL OF DESIGNATED DISTRICT FACILITIES

- 1. Various locations, outlined in Addendum B, are to be used on a first come, first serve basis. However, several locations are required to be rented for exclusive use.
- 2. The rentals of these locations are for Patron use only.
- 3. The District Facilities' grills must be cleaned after each use.
- 4. Patrons must take all trash with them when leaving.
- 5. The rental of District Facilities is available only during designated hours (attached).
- 6. Additional guidelines and information on the District Facilities rental can be found in Addendum B.
- 7. The District has the authority to reserve certain areas that are not able to be reserved by Patrons for programming purposes.
- 8. **Facility Alcohol Policy.** The following regulations apply to Patrons intending to serve alcohol at the Amenity Center:
 - a. Patrons intending to serve alcohol must indicate such intent on the Facility Use Permit at the time of application submission. Any Patron who does not indicate such intent at the time the application is submitted shall not be permitted to serve alcohol. All alcohol service must comply with Florida Statutes Chapter 562 and applicable local ordinances.
 - b. Alcoholic beverages are only permitted in the Kayak Club and Pavilion areas.
 - c. Glass containers are prohibited outside.
 - d. Event Liability Insurance, including liquor liability coverage, shall be required for all events where alcoholic beverages are served, in the following amounts:
 - i. Commercial General Liability insurance with Property Damage coverage in an amount not less than \$250,000 per occurrence
 - ii. The person or entity holding the event agrees to indemnify, defend, and hold harmless the District, its officers, supervisors, agents, and employees from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or damages of any nature, arising out of or in connection with the event wherein alcohol is provided or served, including reasonable attorneys' fees and costs through all trial and appellate proceedings.
 - iii. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*.

RENTAL OF OUTPOST POLICIES

1. The rental of this location is for Trout Creek CDD Residents and their authorized guests only.
2. The District Facilities' grills must be cleaned after each use.
3. Residents must take all trash with them when leaving.
4. The rental of District Facilities is available only during normal hours of operation (9:00 a.m. – 1:00 p.m.; 1:30 p.m. – 5:30 p.m.; 6:00 p.m. – 10:00 p.m.) or when pre-approved by Amenity Management.
5. If you brought it, take it. If you leave it, management is not responsible.
6. Take only pictures. Leave only footprints. Please clean up after yourself.
7. Secure all doors and turn off lights before leaving.

SHEARWATER LANDING AND KAYAK LAUNCH POLICIES

1. All posted rules must be followed.
2. Open from Dawn to Dusk.
3. Children under the age of fourteen (14) must be accompanied by an adult.
4. Be courteous. Do not obstruct the path or space of others on the Pier.
5. No swimming, diving, or entering the water from the Landing.
6. Do not clean fish on the pier. Do not cut bait on the pier or handrails.
7. Be considerate. Properly dispose of all unused bait, fish and trash.
8. Alcoholic beverages, glass containers and other breakable items are prohibited.
9. Please follow all USCG recommendations and wear approved personal flotation devices when operating a vessel on the waterway.
10. No motorized vessels. No unattended vessels. No golf carts allowed. No discharges into the water.
11. If you brought it, take it. If you leave it, management is not responsible.
12. Use caution. Nature trail is slippery when wet.
13. Facilities are available for residents to use at their own risk.

BARBEQUE GRILL POLICIES

1. Patrons shall check-in with Management staff prior to using the Shearwater community grills.
2. Management staff will provide a key to turn on the grill and answer any questions regarding the operation of such grill.
3. Grills are only available for use, on a first-come, first-served basis, to individuals eighteen (18) years and older who have the general, operational knowledge of barbeque grills.
4. Patrons shall comply with the following rules when operating a community grill:
 - a. Community grills shall not be left unattended at any time while in use;
 - b. Please be courteous and share the community grill area;
 - c. Clean up all trash and other debris generated during the use of community grill and deposit the same in appropriate trash receptacles;
 - d. Clean the grill(s), counter space(s), and picnic table(s) after use, with cleaners provided in the cabinets underneath the community grills;
 - e. Glass and other breakable items are not permitted in the community grill area.
 - f. The District reserves the right to seek reimbursement for costs related to the violation of any of the above policies or for a failure to return any rental items within twenty-four (24) hours.

POND POLICIES

The ponds at the District are part of a storm water management system designed to treat runoff from lots and streets and control flooding.

1. All trash or debris must be disposed of in the appropriate receptacles.
2. Only authorized personnel are allowed to introduce or stock any of the bodies of water.
3. Parking along the right of way or on any grassed area near the storm water ponds is prohibited.
4. Homeowners whose lot abuts the storm water pond are responsible for trash removal to the water line.
5. Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.
6. Swimming and wading in ponds is prohibited.
7. No watercrafts of any kind are allowed in the ponds. Fishing is only allowed in designated areas.

FISHING POLICIES

Fishing within the District is permitted exclusively in the stormwater retention ponds identified as “Fishing Ponds” on the map attached to these Rules as Addendum D (incorporated herein by reference) and is subject to the following policies:

1. Fishing from the Fishing Ponds is permissible only from the banks and is permitted only for District residents and their authorized guests. We ask that you respect your fellow neighbors and access the Fishing Ponds through the proper access points. Accessing private property without permission may result in legal action by the property owner, including potential trespass charges by local law enforcement, and other penalties including, but not limited to, suspension of amenity privileges pursuant to the District's adopted policies.
2. Fishing in the Fishing Ponds is at your own risk. The District, to the fullest extent permitted by law, disclaims liability for any loss, damage, or injury to any person or property arising out of the use of the Fishing Ponds. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.
3. Parking on any grassed area near the Fishing Ponds is prohibited, and parking on county roadways is subject to county code and regulations and done at your own risk.
4. Catch and release is required. The Fishing Ponds are stormwater retention ponds designed to capture and retain contaminants. Fish caught in the Fishing Ponds shall not be consumed due to potential contamination from stormwater runoff.
5. Patrons are responsible for complying with all State of Florida licensing requirements and other applicable laws and regulations for fishing, including but not limited to those established by the Florida Fish and Wildlife Conservation Commission. Information regarding licensing requirements can be found at MyFWC.com or by contacting the Florida Fish and Wildlife Conservation Commission.
6. Children under 12 years of age must be accompanied and directly supervised by a responsible adult (18 years or older) when fishing.
7. Do not leave fishing poles, lines, equipment or bait unattended.
8. Ensure all litter and waste is properly disposed of. Items such as discarded fishing line, lures, and tackle pose serious risks to wildlife. Residents are encouraged to act as responsible environmental stewards while enjoying District amenities.
9. Please be aware of wildlife, including alligators and snakes, and exercise caution when using the Fishing Ponds. Do not feed wildlife.

PARKS, EVENT LAWN, AND PLAYGROUND POLICIES

1. Parks, event lawns, and playgrounds are available on a first-come, first-served basis, no reservations are permitted.

2. Community Event Fields and Lawn are for the use of District residents and their authorized guests only. Unless approved by the District prior to use, no organized sports may hold practices, games or events in such areas.
3. Patrons and Guests using the parks and playgrounds must remove debris brought to the playground.
4. Glass containers are prohibited.
5. The use of profanity or disruptive behavior by any person is absolutely prohibited. All rules regarding conduct and use of facilities apply equally to all Patrons and Guests.
6. Alcoholic beverages are not permitted in the parks or playgrounds.
7. Patrons may not install inflatable equipment, such as bounce houses, at the parks or playgrounds without prior written approval from the District due to safety and liability concerns.
8. Parks and playgrounds hours are dawn to dusk, seven days a week.

DOG PARK POLICIES

1. Please note that the Dog Park is an unattended facility and persons using the Dog Park do so at their own risk. The District, to the fullest extent permitted by law, disclaims liability for injuries or damages arising from use of the Dog Park. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.
2. All Patrons and Guests using the Dog Park are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rule of the District. Any disregard or violation of these policies or misuse or destruction of Dog Park facilities or equipment may result in suspension or termination of Dog Park or Amenity Facility privileges, subject to the procedures set forth in these policies. The District reserves the right to seek reimbursement for damages. Guests may use the Dog Park only if accompanied by and under the supervision of a Patron who assumes responsibility for the Guest's compliance with all Dog Park policies.
3. Dog Park is open from dawn to dusk.
4. The District reserves the right to close the Dog Park or sections of the Dog Park for any reason including maintenance, mowing, severe weather conditions, special events, or for any other health, safety and danger issues.
5. Food, alcoholic beverages and glass containers are prohibited in the Dog Park area.
6. Only dogs are allowed in the Dog Park area; all other pets are prohibited from the Dog Park area.
7. Dogs shall be on leash at all times unless in designated "off-leash" areas.
8. Patrons shall always supervise their dogs and shall not leave their dogs unattended at the Dog Park.
9. Dogs exhibiting aggressive behavior are prohibited.
10. All spiked collars are prohibited in the Dog Park.
11. Owners shall supervise the dogs to ensure dogs do not dig or damage any portion of the Dog Park.
12. Dogs under four (4) months old, in heat, with fleas or other contagious skin conditions, or otherwise ill are prohibited from the Dog Park.
13. Dogs shall be up-to-date on vaccinations prior to entering the Dog Park and shall have current rabies vaccination tags as required by Florida law and applicable local ordinances affixed to their collars at all times.

TRAIL POLICIES

1. Bikes, e-bikes, skateboards, scooters and roller-skates are only allowed on the designated paths/trails provided they are used in a careful and prudent manner and at a rate of speed

no greater than what is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and character of pedestrian traffic, grade, and width of the trail or public path, condition of surface, and observation of all traffic-control devices. Every person using wheeled transportation upon a trail or public path shall yield the right-of-way to any pedestrian.

2. Cars, trucks, and similar vehicles are prohibited on trails, unless vehicle is an approved maintenance vehicle.
3. No trash shall be deposited on the trails.
4. Use of trails is at your own risk.
5. Only use designated trails.
6. All pets must be leashed at all times.
7. Do not disturb the nature landscapes. Be cautious of plants and wildlife in their native habitat.
8. The following are not permitted at any time:
 - Horses
 - Feeding animals
 - Hunting
 - Camping
 - Cooking
 - Smoking
 - Fires

GOLF CART USAGE WITHIN SHEARWATER

Golf cart usage shall be in accordance with St. Johns County Ordinance 2018-42, as may be amended or replaced. Please refer to such ordinance and Florida law for legal and safe operation of golf carts.

COMMUNITY GARDEN POLICIES

This section sets out the policies (the "Garden Policies") that govern the Community Garden (the "Garden"). The District may lease each bed in the Garden and administers the Garden Policies. These Garden Policies have been provided to each person who leases a bed on a first-come, first-served basis in the Garden from the District (each, a "Gardener") pursuant to an agreement with the District (the "Gardener's Contract"). The District reserves the right to make future modifications to the Garden Policies, without advanced notice. The District will provide all Gardeners with a copy of the current Garden Policies. Gardeners are encouraged to promptly report any concerns about the safety of the Garden or any possible violations of the Garden Policies to the District.

1. **Hours:** The Garden will be open to Gardeners from dawn to dusk daily.
2. **Litter:** Each Gardener is responsible for disposal of trash. Do not place any trash in common areas, roadways, or in beds. The entire Garden, including all common areas and beds, are to be kept free of litter, including boxes, cans, buckets, baskets, and containers of any kind not in actual usage as part of gardening activity.
3. **Watering:** Hoses in use on the site belong to the District. Gardeners must remain in the Garden while watering with hoses and must prevent water from running off their bed(s) onto common areas or adjacent beds. All hoses must be turned off completely and stored properly prior to the Gardener leaving the Garden. Gardeners may be held responsible for water waste or damage caused by improper hose usage.
4. **Clean Up:** Gardeners will perform a clean-up of their beds at the end of the term of their Gardener's License Agreement. Clean up includes removing all plants, roots, weeds and other debris from bed and leaving the bed in a smoothly raked condition.

5. **Compost:** Gardeners will place any organic waste, such as weeds, dead plants or rotten produce in the compost pile designated by the District.
6. **Pets:** Gardeners may not bring any pets or animals into the Garden, including for burial.
7. **Fires:** Gardeners may not start or maintain a campfire, burn weeds, use a grill, or cook in the Garden.
8. **Music:** Gardeners may not play music unless headphones are used. The District may play music for District sponsored events.
9. **Mulch:** Plastic mulches and rubber mulches are prohibited.
10. **Fertilizer/Pesticides:** The applications of organic or natural insecticides, pesticides, herbicides, weed killers, fungicides, or weed repellants are allowed in the Garden. Non-organic or non-natural chemical applications are prohibited. The District reserves the right to prohibit use of any chemicals deemed harmful in the Garden.
11. **Alcohol And Drugs:** No alcohol or illegal substances may be consumed on the entire site. Gardeners may not bring alcohol or illegal substances onto garden premises. Gardeners may not come into the garden while under the influence of alcohol or illegal substances. No illegal substances may be grown in the garden. Notwithstanding the foregoing, the District may allow alcohol consumption in the Garden during District-sponsored events.
12. **Suspension of Privileges:** Gardeners may lose their rights to participate in the Garden if they fail to comply with these Garden Policies. The District may also provide written notice to the Gardener of the Gardener's failure to comply with any of the Garden Policies (the "Violation Notice"). The Gardener will have five (5) business days from receipt of the Violation Notice to correct the violation. If the violation is not corrected to the District's satisfaction within five (5) days after the District delivers the Violation Notice, the District may, at its discretion, terminate the Gardener's right to participate in the Garden.

NANNY/AU PAIR/CAREGIVER POLICY:

1. Any resident who has hired a Nanny/Au Pair/Caregiver to care for their children and would like the Nanny/Au Pair/Caregiver to utilize the District Facilities must first register their Nanny/Au Pair/Caregiver with the Resident Services Coordinator.
2. The Nanny/Au Pair/Caregiver must provide valid government-issued photo identification when entering District Facilities.
3. A Nanny/Au Pair/Caregiver may only access District Facilities when accompanied by the children in their care and/or the resident who registered them.

GRANDPARENT POLICY:

A Grandparent designation may be requested by any resident of the District. The Grandparent designation will allow legal grandchildren, up to the age of 18, to accompany the resident to the District Facilities without the use of a guest pass. The resident must accompany the grandchildren at all times.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and Guest, as a condition of use of the District Facilities, shall assume sole responsibility for their property.

The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the District Facilities, whether in lockers or elsewhere.

No person shall remove from the District Facilities premises any property or furniture belonging to the District or its contractors without proper authorization.

Patrons shall be liable for any property damage and/or personal injury at the District Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, his/her family member, or his/her Guests.

The District reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, Guest, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the District Facilities' premises, District Facilities' premises, shall do so at his or her own risk, and shall indemnify, defend, and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents from and against any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents.

Any Patron or Guest shall have, owe, and perform the same obligation to the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.

Should any party bound by these District Facility Policies bring suit against the District, the Board, the District Manager, Amenity Management, or their respective employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter related to the use of District Facilities, and fail to obtain judgment therein against the District, the Board, the District Manager, Amenity Management, or their respective employees, representatives, contractors or agents, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit, including reasonable court costs and attorney's fees through all appellate proceedings.

INDEMNIFICATION

Each organization, group or individual reserving the use of an District Facilities (or any part thereof) agrees to indemnify and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, agents of each from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District.

Each organization, group or individual reserving the use of the District Facilities agrees to indemnify and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the District's Facilities and property, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents shall not be liable for, and the Patron or Guest shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's Facilities and property.

SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

Please refer to **Addendum C** for information on suspension and termination of privileges.

NATURAL BUFFER AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the District. The policy statement is consistent with the policies of other governments including St. John's County, and the St. Johns River Water Management District ("SJRWMD") as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow nature to take its normal course. Vegetation that dies including but not limited to trees are left to fulfill its role in nature's process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the District and all required permits from all authorities having jurisdiction including St. John's County and SJRWMD. Such abutting property owner must initially contact the District for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by St. John's County and SJRWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

The District Facility Policies of the Trout Creek Community Development District were adopted by the Board on April 5, 2016 and last amended on March 26, 2026. The District Facility Policies are subject to change. Questions or comments in connection with the District Facility Policies should be submitted to the District Manager, Trout Creek CDD, 250 International Pkwy, Ste. 208, Lake Mary, FL 32746.

ACKNOWLEDGEMENT

I hereby acknowledge receipt of the Trout Creek Community Development District Facility Policies and agree to abide by the terms and conditions contained therein and by such future terms and conditions as may be approved by the Trout Creek Community Development District's Board of Supervisors. I understand that I have the right to refuse consent for the use of my image, and I may opt out of photo/video consent by notifying the District in writing. I further consent to the District's use of any pictures (video or print) for promotional purposes in connection with any District event or activity. I understand that I have the right to revoke this consent at any time by providing written notice to the District Manager.

Print Name: _____

Address: _____

Signature: _____

Amenity and Guest Fees - Addendum A

Non-Resident Annual User Fee	\$3,005
Additional or Lost Patron Identification	\$30 Per Card/Fob
Renter Privileges	\$30 Per Card/Fob

Guest Privileges	Restrictions	Pass Privileges
Daily Guest Pass- • 12 guest passes can be purchased for a fee of \$75 • A Daily Guest Pass can be purchased by Patrons for a fee of \$15 per pass •	• Patron will need to sign in and accompany their guests at the pool gate	• Use of pools, fitness, and tennis facilities. • Excludes Bird's Nest
Weekly Houseguest Pass • A Houseguest is defined as a guest who resides more than 40 miles outside the District boundaries and is a short-term overnight visitor; • A Houseguest may purchase a pass for weekly admission to the District Facilities for a fee of \$50 per person. • This pass is valid for seven (7) calendar days starting with the day of purchase.	• Houseguests do not need to be accompanied by a Patron; • Each Houseguest is limited to two (2) or more Houseguest Passes per year based on availability.	• Includes use of pools, fitness and tennis facilities;

Rental Fees - Addendum B

<u>Facility</u>	<u>Deposit</u>	<u>Patron Rate</u>	<u>Other</u>
Kayak Club Room Monday - Thursday	\$205 \$505 if alcohol is served – Additional proof of insurance required	\$85 per hour Min. 2 hr. rental Max 4 hrs	• Patrons may make reservations up to six months in advance • This rental does not allow guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Kayak Club Room Friday, Saturday and Sunday Saturday and Sunday	\$205 \$505 if alcohol is served – Additional proof of general liability insurance with minimum coverage of \$1,000,000 per occurrence naming the District as an additional insured is required when alcohol is served. insurance required.	\$125 per hour Min. 2 hr. rental Max. 4 hrs	• Patrons may make reservations up to six months in advance • This rental does not allow guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Shearwater Pavilion	\$205	\$75 per hour Min. 2 hr. rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Up to 15 guests allowed entry to the pool when approved in writing by the Resident Services Coordinator in his or her sole discretion • This rental does not allow guests to utilize the Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 20 persons
Kayak Outpost	\$205	\$100 per hour Min. 2 hr rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Not available on designated holiday weekends • Maximum Occupancy: 129 persons

Conference Room	\$205	\$50 per hour Min. 2 hr. rental Max 8 hours	• Can only be reserved three months in advance, unless reserved with in conjunction with the Kayak Club Room • Not available on designated holiday weekends • Maximum Occupancy: 10
Community Garden Bed Rental		\$50 per bed	• Garden beds may be rented on an annual basis (if available)
Promotional Rates			• To best serve its residents, the District may, in accordance with its rules, at times offer short-term promotion rates and services associated with the use of the District Facilities.

Rental Fees - Addendum B

1. Rental Guidelines

- a After-Hour rentals may incur an additional charge for staffing, the amount of which shall be determined by the District and communicated to the Patron at the time of reservation.
- b Reservations for rentals can be made up to six (6) months in advance.
- c Reservations for rentals must be made and paid for by Patrons within the District. The deposit is due at the time of reserving space.**
- d The designated rental time period is inclusive of set up and clean-up time.
- e The volume of live or recorded music must not violate applicable St. Johns County noise ordinances or unreasonably interfere with residents' enjoyment of their homes, as determined by District staff in their sole discretion.
- f Proof of liability insurance acceptable to the Amenity Staff.
- g The District retains the right to reserve and use any District facility for District-related or District-sponsored meetings, events, or activities at any time.
- h The rental fee is due thirty (30) days prior to the event, unless the event is booked within a shorter time period, in which case the fee would be due at the time of booking.

2. Holiday Rentals are not available on the following:

- a Designated Holidays:
 - i. Christmas Eve
 - ii. Christmas Day
 - iii. Thanksgiving
 - iv. Independence Day
 - v. Memorial Day
 - vi. Labor Day
 - vii. Easter
 - viii. New Year's Eve
 - ix. New Year's Day
 - x. Specific Federal Holiday weekends based on availability

3. Reoccurring Rentals

- a Each Patron may rent the Kayak Club Room facilities a maximum of six (6) times per calendar year, but only four (4) times per calendar year on weekends (Friday through Sunday).

4. Deposits & Damages

- a To receive a refund of the security deposit within thirty (30) days after the rental event, the Patron must properly complete all items on the Kayak Club Room Cleanup Sheet and return all keys and access cards to District Management.
- b Patron is responsible for the actual cost of all damage to District property, even if it exceeds the amount of the security deposit. The District may pursue collection of such damages through all available legal remedies, including but not limited to suspension of District Facility privileges until payment is received in full.
- c Additional costs will be billed to the Patron's address on file and must be paid within thirty (30) days of the invoice date. Failure to pay within this period will result in (i) suspension of all District Facility privileges until payment is received in full, (ii) assessment of interest at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or the maximum rate permitted by Florida law, whichever is

less, and (iii) the District's right to pursue all available legal remedies for collection, including recovery of reasonable attorneys' fees and costs.

5. Cancellations

- a If the Patron wishes to cancel their rental event, the cancellation must be communicated to the District in writing no later than thirty (30) days prior to the scheduled event date. Written cancellation must be delivered to the District Management office during normal business hours or sent via certified mail, return receipt requested.
- b If the event is cancelled less than thirty (30) days from the rental event, the Patron shall forfeit one hundred percent (100%) of the security deposit.

Promotional Rates:

The District operates in an environment that requires the ability to timely respond to changes in weather, the economy, the costs of its services and facilities, customer demand, and other factors affecting use of the District Facilities. To best serve its residents, the District may, in accordance with its rules, at times offer short-term promotion rates and services associated with the use of the District Facilities. These services are temporary in nature and are subject to change.

Suspension and Termination of District Facility Privileges- Addendum C

SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

1. Privileges at the District Facilities shall be subject to suspension or termination if a Patron/Guest:
 - a Submits false information on the application for a Resident Identification or Guest registration form.
 - b Permits unauthorized use of a Resident Identification or Guest Passes, or fails to supervise guests. Patrons are responsible for the conduct of their guests and family members, and violations committed by a Patron's guest or family member may be attributed to the sponsoring Patron for purposes of progressive discipline under this policy.
 - c Exhibits unsatisfactory behavior, including but not limited to conduct that disrupts other Patrons' use and enjoyment of the facilities, violates health and safety standards, or creates a nuisance, as reasonably determined by the District and/or Amenity Management.
 - d Fails to abide by the Rules and Policies established for the use of District Facilities.
 - e Treats the personnel or employees of the District and/or Amenity Management in an unreasonable or abusive manner.
 1. Examples include, but are not limited to the use of profanity directed at staff or other Patrons in a threatening or harassing manner, verbal assault, physical assault, or the threat of verbal or physical assault.
 - f Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the District and/or Amenity Management.
2. District and/or Amenity Management may at any time restrict or suspend any Guest/Patron's privileges to use any or all the District Facilities when such action is necessary to protect the health, safety, and welfare of other Patrons and their Guests, to prevent unauthorized use of the District's Facilities, or to protect the District's Facilities from damage. Any such restriction or suspension must be documented in writing and notice must be provided to the affected Patron either in person, by email to the email address on file, or by certified mail to the address on file.
3. The District will follow the process below with regard to Suspension or Termination of an Adult Patron's privileges:
 - a First Offense- A First Offense Violation will result in written notice and explanation of the violation being delivered to Patron either in person, by email to the email address on file, or by certified mail to the address on file. A copy of such notice will be filed in the Community Director's office located in the Kayak Club. The Patron will have five (5) business days from receipt of the notice to provide a written response to the Community Director explaining any mitigating circumstances.
 - b Second Offense- A Second Offense Violation will result in an automatic suspension of all District Facilities privileges for thirty (30) days. Written notice and explanation will be delivered to Patron either in person, by email to the email address on file, or by certified mail to the address on file, and a copy of such notice will be filed in the Community Director's Office. For purposes of this progressive discipline policy, an immediate suspension issued under the "Immediate Suspension & Removal" section below will count as one offense in this sequence.
 - c Third Offense - A Third Offense Violation will result in an immediate suspension of all District Facilities privileges until the next Board of Supervisors Meeting. Written

notice will be delivered to Patron either in person, by e-mail to the email address on file, or by certified mail to the address on file. At the Board meeting, a record of all previous offenses will be presented to the Board for consideration of termination of Patron's privileges for one (1) calendar year (or shorter amount of time at the Board's discretion). Written notice of the Board of Supervisors' decision will be delivered to Patron either in person, by email to the email address on file, or by certified mail to the address on file.

SUSPENSION AND TERMINATION OF MINOR PRIVILEGES

1. At the discretion of District and/or Amenity Management, Minors (*children under the age of 18*), who violate the rules and policies may be expelled from the District Facilities for up to one (1) month. Upon such expulsion, a written report shall be prepared detailing the name of the minor, the prohibited act committed, and the date in which the act took place.
2. This report will be mailed to the Minor's parent or legal guardian at the address on file and will be kept on file at the Community Director's office. Parents and legal guardians are responsible for the conduct of their minor children while using District Facilities. The parent or legal guardian may appeal the minor's expulsion in accordance with the appeal procedures set forth in this Addendum C.
3. Any Minor who is expelled from the facilities three (3) times in a one (1) year period, shall have their District Facilities privileges suspended for one (1) calendar year from the date of the third offense.

IMMEDIATE SUSPENSION & REMOVAL

1. The Board Chair, District Manager, and Community Director have the exclusive right, authority, and discretion to suspend any Patron or Guest for a period of no less than seven (7) days, regardless of the aforementioned proceedings in Section 3 above, for conduct including but not limited to the following. If the Board Chair, District Manager, or Community Director determines that a suspension exceeding thirty (30) days is warranted, the Patron shall be provided notice and an opportunity to be heard before the Board of Supervisors in accordance with these policies before any suspension exceeding thirty (30) days becomes effective:
 - a. Profanity/aggressive behavior towards District Staff or another Patron(s).
 - b. Harm or threat of harm to Amenity and/or District Management, District Facilities, Patrons and Guests.
 - c. Destruction or vandalism of District property.
 - d. Failure to follow direction on District property.

An incident report will be generated and a copy of such notice will be filed in the Community Director's Office at the Kayak Club. Upon issuance of an immediate suspension, should Patron continue to act or perform in an inappropriate manner or engage in inappropriate behavior, said Patron shall forfeit all District Facility privileges until the next Board of Supervisors meeting. Furthermore, District and/or Amenity Management may recommend termination of Patron's privileges for a period of six (6) months or more.

2. The Board of Supervisors retains ultimate authority over all suspension and termination decisions and may modify, reduce, or extend any suspension imposed by District Management or the Community Director.
 - a. Identified Offenders: If a Patron or Guest who committed a suspendable offense is positively identified, that individual's privileges shall be immediately suspended until the next Board of Supervisors meeting.
 - b. Unidentified Offenders within a Household: If District and/or Amenity Management can confirm that an offense was committed by someone residing in or visiting a specific household, but cannot identify the specific individual, the District Facility privileges of the entire household will be suspended until the next Board of Supervisors meeting. This household suspension will remain in effect unless and until the household identifies the specific offending individual to Management, at which time the suspension will be transferred solely to the identified individual.
3. Notwithstanding the foregoing, if at any time a Patron is arrested for an act committed, or allegedly committed, while on District property, that Patron shall have all District Facilities privileges immediately suspended pending a hearing before the Board of Supervisors at its next regularly scheduled meeting. The Patron shall receive written notice of the suspension, the right to appear and be heard before the Board, and the right to be represented by counsel. If criminal charges are dismissed or the Patron is acquitted, the Patron may petition the Board for immediate reinstatement of privileges. If the Patron is convicted of a crime arising from conduct on District property, the Board may impose suspension for a period it deems appropriate based on the severity of the offense.

At the Board meeting, the Board will be presented with the information surrounding the arrest, and the Patron will have an opportunity to present evidence and testimony. The Board may impose termination of Patron's privileges for up to one (1) calendar year, or a shorter period at the Board's discretion. For felony convictions or convictions for violent crimes, crimes against children, sexual offenses, or other crimes that the Board determines pose a serious threat to the safety and welfare of District Patrons and guests, the Board may impose permanent suspension of privileges or suspensions that exceed one calendar year. Any decision for permanent suspension or suspension exceeding one (1) calendar year must be supported by written findings of fact and conclusions of law.

Written notice will be given to the Patron and mailed to the address on file regarding the Board of Supervisors' decision.

4. Utilizing the District Facilities during the suspension period, whether as a Guest or Patron, constitutes trespassing and may result in a trespassing citation issued by the St. John's County Sheriff's Office and/or additional disciplinary action by the District.

Attempts made to gain access to the District Facilities using false, forged, or another person's Resident Identification will result in the suspension of that cardholder's privileges for a period of fifteen (15) days and may result in additional penalties including referral to law enforcement for potential criminal charges.

5. Suspension Effective Date:
 - a. The effective date for District Facilities privilege suspension will be from the date of the written notice of suspension.

- b. Weekdays (Monday - Friday) and Weekends (Saturday - Sunday) will be calculated toward the total number of suspension days. Upon expiration of the suspension period, the Patron's privileges shall be automatically reinstated unless, prior to the expiration date, the District provides written notice of additional grounds for continued suspension. For suspensions or terminations of one (1) year or longer, the Patron must submit a written request for reinstatement to the District Manager at least thirty (30) days prior to the expiration of the suspension or termination period. The Board may, in its discretion, require the Patron to appear before the Board and demonstrate rehabilitation and willingness to comply with all District policies as a condition of reinstatement.

APPEAL PROCESS

1. Any Patron has the right to dispute and request an appeal to the District's Board of Supervisors of their or a Guest's suspension or termination. The party subject to suspension or termination may file a notice of appeal of such action, in writing, to the District Manager within five (5) business days from the date of receipt of the written notice. The filing of a timely appeal shall stay any suspension of seven (7) days or less pending the Board's decision. Appeals of suspensions exceeding seven (7) days or terminations shall not be stayed pending appeal unless the Board Chair or District Manager determines that a stay is appropriate under the circumstances. The appeal shall be heard at the next regularly scheduled Board of Supervisors meeting occurring at least fourteen (14) days after receipt of the notice of appeal.
2. Appellant and parental guardian (*if appellant is a minor*) must be physically present or represented by counsel at the meeting in which the appeal will be heard by the Board of Supervisors. The District shall provide the appellant with at least ten (10) days' advance written notice of the date, time, and location of the appeal hearing.
3. Upon Board action on an appeal, the Board's decision shall be final and no subsequent appeal will be given or heard for the same offense. However, nothing herein shall limit any party's right to seek judicial review in a court of competent jurisdiction as provided by Florida law.

Addendum D - Fishing Ponds

Fishing is only permitted in the following specifically designated ponds located within the Trout Creek Community Development District: Pond E, Pond 3A, Pond A, Pond 7C, Pond 10A, Pond 11C, Pond 11B, Pond 24A, Pond 29A, and Pond 29B. Fishing in all other ponds within the District is strictly prohibited.

[Insert updated map]

EXHIBIT 13

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
POLICY REGARDING SPENDING AUTHORITY
Adopted by the Board of Supervisors on March 26, 2026

1. **Authorization to Pay Invoices for Work Previously Approved.** The District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board in accordance with such contracts and such payments do not need to be approved by the Board prior to payment nor do they need to be re-approved by the Board at a future meeting.
2. **Limited Spending Authorization.** The Board hereby authorizes the individuals stated below the authority to conduct usual and customary repairs and replacement, in addition to exercising their judgment to enter into time sensitive and emergency contracts and disburse funds up to the amounts stated below, without prior Board approval for expenses (1) that are required to provide for the health, safety, and welfare of the residents within the District; (2) for the operations and maintenance, repair, or replacement of a District asset; or (3) to remedy an unforeseen disruption in services relating to the District's facilities or assets, if such disruption would result in significantly higher expenses unless the contract is entered into immediately.
 - a. The General Manager and Assistant General Manager may individually authorize such expenses up to \$10,000.00 per proposal and/or event so long as not continuing in nature.
 - b. The District Manager or Chair (or Vice Chair, if the Chair is unavailable) may individually authorize such expenses up to \$20,000.00 per proposal and/or event.
 - c. The District Manager and Chair (or Vice Chair, if the Chair is unavailable) may jointly authorize such expenses that exceed \$20,000.00 per proposal and/or event.
3. **Signature Authority and Contracting Party.** All proposals, agreements, Additional Service Orders (ASOs), and work orders must strictly identify the Trout Creek Community Development District as the contracting entity. While the General Manager and Assistant General Manager may authorize the *expenditure* of funds within the aforementioned delegated limits, only the District's officers are authorized to sign proposals, contracts, ASOs and other legal instruments on behalf of the District.
4. **Ratification of Spending Authorization at Future Meeting.** Any payment made or contract entered into pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for ratification.
5. **Repeal of Prior Spending Authorizations.** All prior spending authorizations approved by resolution or motion of the Board are hereby repealed.

EXHIBIT 14

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, February 26, 2026 at 6:00 p.m., at the Kayak Club, 100 Kayak Way, St.
6 Augustine, FL 32092.

7 **FIRST ORDER OF BUSINESS – Call to Order/ Roll Call**

8 Supervisor Wright 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	Lesley Gallagher	District Manager, Rizzetta
17	Jennifer Kilinski	District Counsel, Kilinski Van Wyk PLLC
18	Mitchel Zwang	Kilinski Van Wyk PLLC
19	Belynda Tharpe	General Manager, First Service Residential
20	Jessica Knutelsky	Assistant General Manager, First Service Residential
21	John Hannigan	Resident
22	Kris Farlow	Resident
23	James Hale	Shearwater Swim Team
24	Jessica Saunders	Resident

25
26 *The following is a summary of the discussions and actions taken at the February 26, 2026 Trout Creek*
27 *CDD Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records*
28 *request by emailing PublicRecords@vestapropertyservices.com.*

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

30 Supervisor Wright pulled Item F. from the Consent Agenda to be reviewed under the District
31 Counsel's report.

32 **THIRD ORDER OF BUSINESS – Audience Comments – (Agenda and General Comments Limited to**
33 **3 Minutes Each)**

34 John Hannigan discussed property ownership of phase three, due diligence items, and the lack of
35 notification regarding the broadcast of the meeting.

36 Kris Farlow discussed the accessibility of the dog park to former residents and noted an area that
37 could potentially be a basketball court for the kids to use.

38 A resident asked for an update on the settlement agreement between the developer and the CDD,
39 as well as the new district manager's meeting the County Commissioner.

40 James Hale thanked the Board for their consideration to allow the team to use the CDD pool for
41 practices.

A resident thanked the Board for moving Item F. in the Consent Agenda for discussion and provided comments regarding it.

Jessica Saunders thanked the Board for heating the pool.

FOURTH ORDER OF BUSINESS – Staff Reports

Discussion ensued regarding property ownership of phase 3, the settlement agreement, ADA compliance for CDD videos, and basketball hoop restrictions from the HOA.

A. District Counsel – *under separate cover*

Ms. Kilinski presented her report for the month, which included the following items, as well as Supervisor compensation and expenses, the settlement agreement, a newly passed referendum bill and the property tax related bill, and the previous ratification item for CR 53, Series 2018.

1. Outfall Structure

An onsite inspection was scheduled for March 10th.

2. Comcast/Xfinity Easement (Real Property)

The Board directed District Counsel to work with the district manager to obtain a copy of a draft agreement to be brought back for their approval.

3. CDD Videos (Records & ADA Website Accessibility) – reviewed legal requirements and options.

4. Photos of Suspected Vandals/Trespassers

The discussion regarding this item was to utilize the full resources made available by the SJCSO for any damage to the District property over \$2,500.00 with the request to SJCSO that the posting of minors' photos was requested to not be posted.

5. Videography Services Agreement – deferred.

B. District Engineer

The District Engineer was not present but provided a brief written update for staff to present to the Board.

C. Tab 1: Landscape Maintenance Services Report

Supervisor Wright provided an update on the letter sent by Ms. Kilinski regarding the CR 210 entrance.

D. Tab 2: Pond Aquatics Service Reports

1. Consideration of Fish Barrier Installation Proposal

Supervisor Sajkowski stepped out of the meeting.

On a MOTION by Mr. Wright, SECONDED Ms. Loffredo, WITH ALL IN FAOVR, the Board approved the First Barrier Installation proposal, for the Trout Creek Community Development District.
--

Supervisor Sajkowski rejoined the meeting.

E. Tab 3: General Manager

Ms. Tharpe presented her report for the month. Discussion ensued.

1. Request for Pool & Pool Deck Closer on March 28, 2026, from 8 a.m. to 12 p.m. for Event Preparation

F. Tab 4: District Manager

1. Variance Report Presented by Supervisor Murphy

Ms. Gallagher presented the proposal for Rizzetta to handle the February financials. Discussion ensued.

On a MOTION by Mr. Breslin, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved a not-to-exceed amount of \$1,200.00 authorizing Supervisor Murphy to review the variance report with Mr. McGaffney and engage Rizzetta for these services should she choose to, for the Trout Creek Community Development District.

FIFTH ORDER OF BUSINESS – Business Items

A. Consideration of Amenity Suspension

Discussion ensued regarding the details of the incident as well as trespassing the driver, who was a non-resident, from the District property. The Board chose to continue the discussion of amenity suspension policies at the next workshop.

B. Tab 5: Consideration of Swim Team Agreement

On a MOTION by Mr. Wright, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved the Swim Team Agreement, for the Trout Creek Community Development District.

C. Tab 6: Consideration of Amenity Janitorial Service Proposals

Ms. Knutelsky provided a summary of the proposals.

On a MOTION by Mr. Wright, SECONDED by Ms. Murphy, WITH ALL IN FAVOR, the Board approved the Honey Glow janitorial services proposal, in the amount of \$24,000.00 annually, for the Trout Creek Community Development District.

D. Tab 7: Consideration of Resolution 2026-04, Regarding the General Election

On a MOTION by Mr. Wright, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board adopted **Resolution 2026-04**, Regarding the General Election, for the Trout Creek Community Development District.

E. Tab 8: Consideration of Resolution 2026-05, Setting Public Hearing on Overnight Parking and Towing Rules

Discussion ensued. This item was tabled for further discussion at the workshop.

F. Tab 9: Consideration of Resolution 2026-06, Adopting License Agreement Policy

Ms. Kilinski provided a brief overview of the agreement policy. Discussion ensued.

On a MOTION by Ms. Loffredo, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board adopted **Resolution 2026-06**, Adopting License Agreement Policy, for the Trout Creek Community Development District.

SIXTH ORDER OF BUSINESS – Business Administration – Consent Agenda

A. Tab 10: Consideration of Minutes for the Board of Supervisors' Meeting held on January 22, 2026

B. Tab 11: Consideration of Minutes for the Special Meeting held on February 6, 2026

C. Tab 12: Consideration of Minutes for the Workshop held on February 10, 2026

D. Tab 13: Ratification of Operations & Maintenance Expenditures for December 2025

E. Tab 14: Ratification of Requisitions CR 10 and 11, Series 2025

F. Tab 15: Ratification of Requisition CR 53, Series 2018

Item F, Tab 15 – Ratification of Requisition CR 53, Series 2018 was previously removed and discussed under District Counsel’s Report. District Counsel briefly reviewed the procedural history of CR53 from bond issuance to developer funding.

On a MOTION by Mr. Wright, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved the Consent Agenda, as amended (not including ratification of CR 53), for the Trout Creek Community Development District.

SEVENTH ORDER OF BUSINESS – Business Items – Part B

A. Discussion of District Security*

***NOTE: IT WAS STATED ON THE RECORD THAT IN ACCORDANCE WITH SECTIONS 119.071(3)(A) AND 286.0113(1), FLORIDA STATUTES, A PORTION OF THE MEETING WILL BE CLOSED TO THE PUBLIC, AS IT RELATES TO DETAILS OF THE DISTRICT’S SECURITY SYSTEM PLAN. THE CLOSED SESSION MAY OCCUR AT ANY TIME DURING THE MEETING AND IS EXPECTED TO LAST APPROXIMATELY THIRTY (30) MINUTES BUT MAY END EARLIER OR EXTEND LONGER.**

EIGHTH ORDER OF BUSINESS – Supervisor Requests

NINTH ORDER OF BUSINESS – Adjournment

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

On a MOTION by Mr. Wright, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board adjourned the meeting at 8:20 p.m. for the Trout Creek Community Development District.

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

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on March 26, 2026.

Signature

Printed Name

Signature

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 15

After recording, please return to:

Trout Creek Community Development District
c/o District Manager
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Parcel Identification No.: 0100150670

**VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS
WITHIN TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT EASEMENT**

This *Variance Agreement for Installation of Improvements within Trout Creek Community Development Easement* ("**Agreement**") is entered into as of this 5 day of March, 2026, by and among Scott Frederick Seibler, as Trustee of the Scott Frederick Seibler Revocable Living Trust ("**Owner**") and the Trout Creek Community Development District ("**District**"), a local unit of limited special purpose government created pursuant to Chapter 190, *Florida Statutes*, as amended.

WITNESSETH:

WHEREAS, Owner is the owner of Lot 67, as per the plat ("**Plat**") of Shearwater Phase 2C, as recorded in the Map Book 96, page 40, of the Public Records of St. Johns County, Florida ("**Property**"); and

WHEREAS, Owner desires to erect certain improvements described as the installation of 65 linear feet of 4" sewer grade pipe, the installation of 61 linear feet of 6" sewer-grade pipe to the pond edge, the installation of 3 NDS catch basins, and the connection of 2 downspouts to 6" mainline via a pipe ("**Improvements**") within a District easement ("**Easement**") located on Lot 67 ("**Easement Area**"), as shown on the Plat; and

WHEREAS, due to the District's legal interests in the Easement, among other reasons, Owner requires the District's consent before constructing improvements within the Easement; and

WHEREAS, the District has agreed to consent to the installation of the Improvements within the Easement Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. **Easement for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the Easement Area.

3. **Owner Responsibilities.** The Owner has the following responsibilities:

- a. The Owner shall be fully responsible for the installation and maintenance of the Improvements, in accordance with the "typical detail" as described in **Exhibit A**.
- b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).

- c. District, by entering into this Agreement, does not represent that District has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of any applicable homeowners' association as well as any other necessary legal interests and approvals).
- d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of District or any third party's property, and, in the event of any such damage (including any future erosion damage and subsequent repairs along the pond bank as a result of the drain installation), the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option.
- e. Owner's exercise of rights hereunder shall not interfere with District's rights under the Easement. For example, if the Improvements include a fence, such fence shall be installed within the Easement a few inches higher than ground level, so as not to impede the flow of water, or shall otherwise be constructed so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe that may be located within the Easement, or any utilities within the Utility Easement. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall, at Owner's sole expense, pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements and shall provide written documentation of such marking to the District prior to beginning any work.
- f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements and agrees to maintain the Improvements in good condition.
- g. Additionally, the Owner shall keep the Easement Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.
- h. The Owner shall ensure that any and all areas of the District's property disturbed during the installation or maintenance of the Improvements are restored, at Owner's sole expense, to their original or better condition.

4. **Removal and/or Replacement of Improvements.** The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Easement(s) described above and agrees never to deny such interest or to interfere in any way with District's use. Owner will exercise the privilege granted herein at Owner's own risk and agrees that Owner will never claim any damages against District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner further acknowledges that, without notice, the District may remove all, or any portion or portions, of the Improvements installed upon the Easement Area at Owner's expense, and that the District is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless St. Johns County, the St. Johns River Water Management District, and the District as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages, expenses, attorney's fees, and costs resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder, including but not limited to any claims related to property damage, personal injury, or death.

6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word

“Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. **Default.** A default by either party under this Agreement – including but not limited to Owner’s failure to meet its obligations under Section 3 above – shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

9. **Attorney’s Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees and costs.

10. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written.

Witnesses:

By: _____

Print Name

By: _____

Print Name

Owner

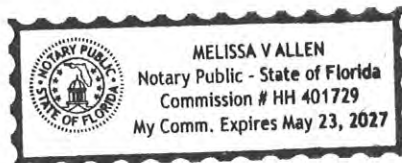
By: _____

Print Name: Scott Frederick Seibler, as Trustee
Address: 25 Boylston Court, St. Augustine, Florida 32092

STATE OF FLORIDA)

COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2nd day of March, 2026, by Scott Frederick Seibler. He/she ☐ is personally known to me or ☒ produced DRIVERS LICENSE as identification.



NOTARY PUBLIC

MELISSA V ALLEN

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

[SIGNATURE PAGE TO VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS
WITHIN TROUT CREEK COMMUNITY DEVELOPMENT EASEMENT]

Witnesses:

By:

Print Name

By:

Print Name

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

By:

Clint Wright, Chair of the Board of Supervisors

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 5 day of March, 2026, by Clint Wright, as Chair of the Board of Supervisors of the Trout Creek Community Development District, on behalf of said district. He/She ☒ is personally known to me or ☐ produced _____ as identification.



NOTARY PUBLIC

Howard McGaffney

(Print, Type or Stamp Commissioned Name of Notary Public)

[end of signature pages]

Exhibit A

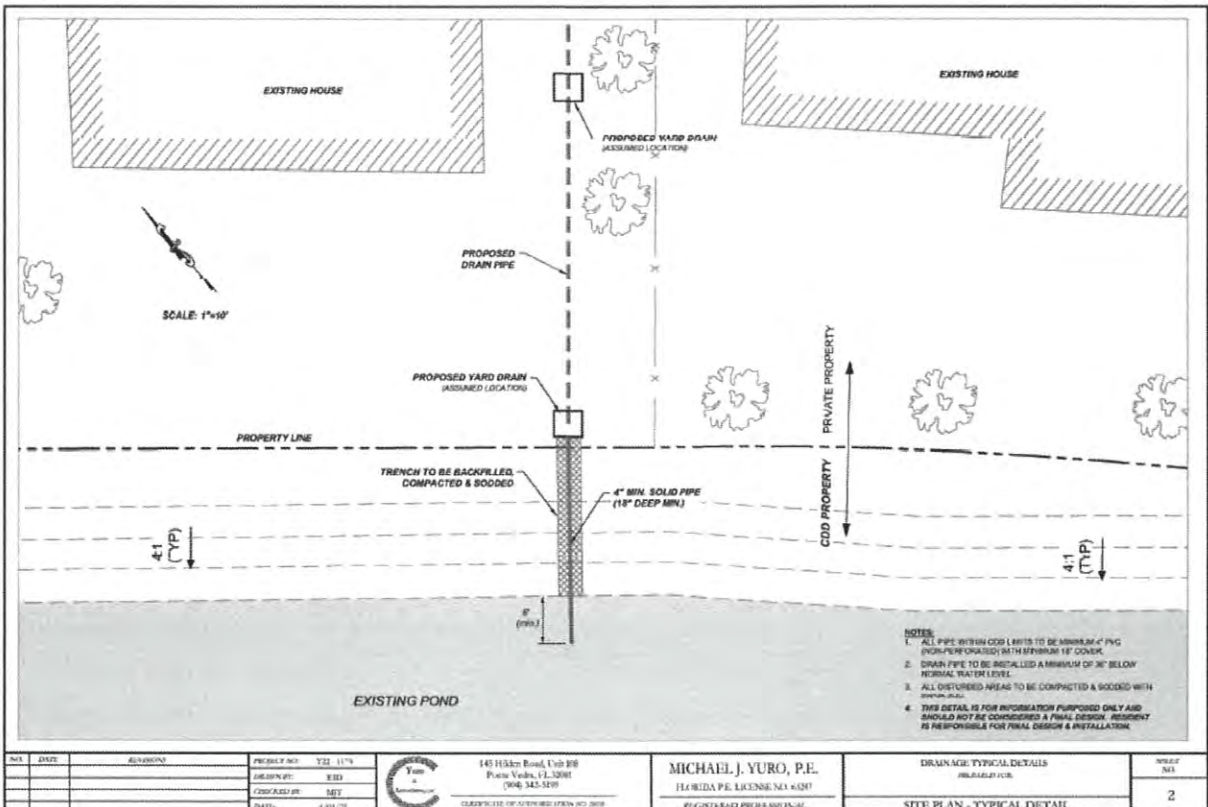
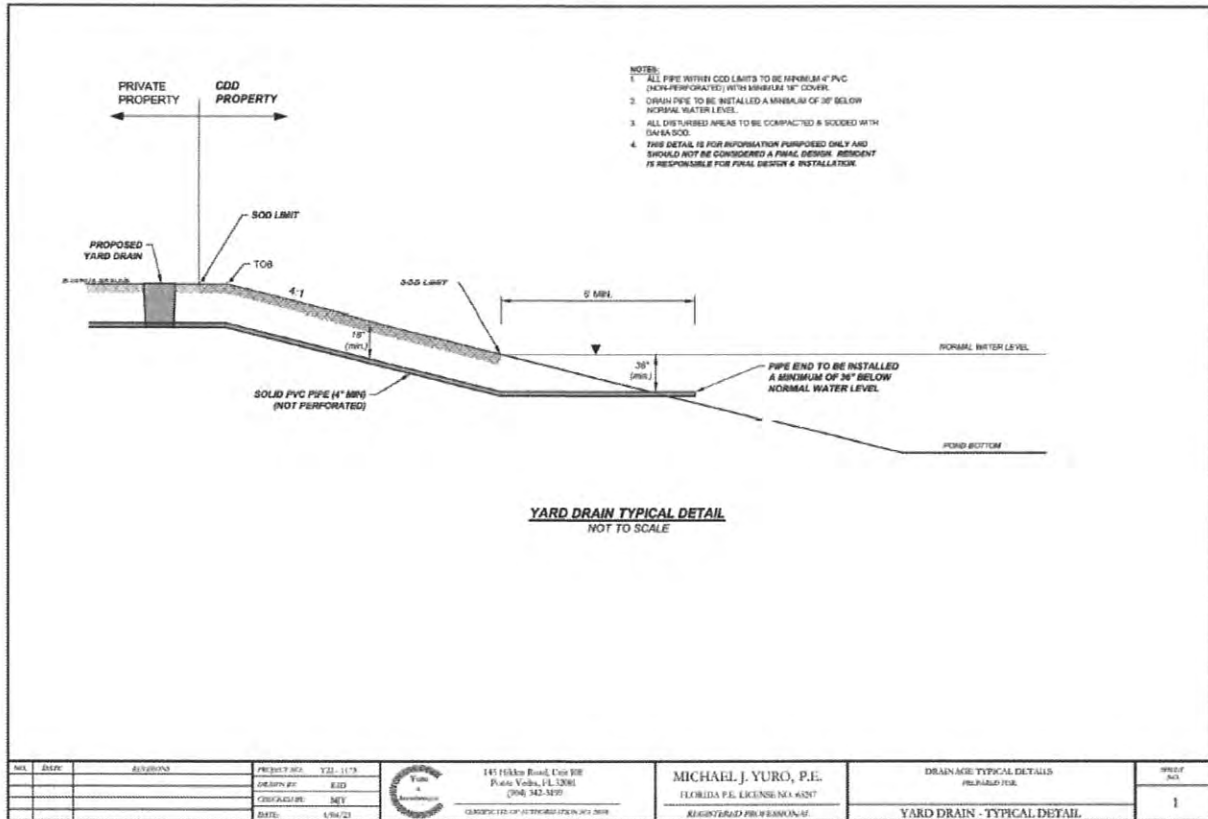


EXHIBIT 16

**AGREEMENT BETWEEN TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT AND NEWAGETUTORS LLC DBA VGLOBALETECH
FOR ADA & WCAG WEBSITE COMPLIANCE SERVICES**

This Agreement ("**Agreement**") is made and entered into to be effective the ____ day of _____, 2026 (the "**Effective Date**"), by and between:

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

NEWAGETUTORS LLC DBA VGLOBALETECH, a Florida limited liability company, with a principal address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**" and, together with the District, the "**Parties**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, which was established for the purposes, among others, of owning, operating and maintaining various public infrastructure improvements, including recreational facilities and related improvements; and

WHEREAS, as an independent special district, the District is required by Section 189.069, *Florida Statutes*, to maintain an official website and ensure that such website satisfies applicable public access and transparency requirements; and

WHEREAS, Title II of the Americans with Disabilities Act ("**ADA**"), Section 508 of the Rehabilitation Act of 1973, and the Web Content Accessibility Guidelines ("**WCAG**") 2.1 Level AA impose accessibility requirements on the websites and digital content of state and local governmental entities, including special districts; and

WHEREAS, the District desires to engage an independent contractor to provide professional ADA and WCAG website compliance services, including ongoing maintenance, hosting, periodic auditing of the District's official website located at <https://troutcreekcdd.vglobaltech.com/> (the "**Website**"), and ensuring all digital content including but not limited to documents, videos, audio files, and multimedia content posted on the Website meets applicable accessibility standards; and

WHEREAS, Contractor represents and warrants that it is qualified, licensed, and experienced to provide professional ADA and WCAG compliance services and has agreed to provide to the District those services identified in the proposal and scope of work attached hereto as **Exhibit A**, and incorporated by reference herein ("**Services**"); and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor limited access to the District's Website and digital assets solely for the purposes and uses described in this Agreement. Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement, including that Contractor will not take a tax position inconsistent with it being an independent contractor and not an owner or employee of the District or its facilities. Contractor shall maintain the confidentiality and security of all access credentials and shall not disclose, share, or permit unauthorized access to the District's Website or digital assets.

3. SCOPE OF SERVICES. Contractor shall provide the District with professional ADA and WCAG 2.1 Level AA website compliance services for the Website, including ensuring that all digital content, documents, videos, audio files, images, and multimedia content posted on or accessible through the Website comply with applicable accessibility standards including but not limited to providing closed captions for all video content, transcripts for audio content, alternative text for images, and accessible formatting for all documents, as more specifically described in the Services attached hereto as **Exhibit A**.

4. TERM; COMPENSATION.

A. The initial term of this Agreement shall be from the Effective Date for twelve (12) months (the "**Initial Term**"), unless terminated earlier by either Party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for successive additional one (1) year terms (each a "Renewal Term") unless either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the end of the then-current term. Any increase in price or change in scope of services must be approved in writing, executed by both Parties, prior to implementation of same; any changes in price without such executed, written agreement shall be null and void.

B. During the Initial Term and any Renewal Terms, as compensation for the monthly maintenance and hosting Services as described in this Agreement and more specifically within **Exhibit A**, the District agrees to pay Contractor equal monthly installments of **Two Hundred and 00/100 Dollars (\$200.00)**, due and payable within thirty (30) days of receipt of a proper invoice in accordance with Section 4.C and Florida's Local Government Prompt Payment Act. In addition to the monthly maintenance fee, the District agrees to pay Contractor for quarterly technical and human ADA/WCAG audits as described in **Exhibit A** at the rate of not to exceed

One Hundred and 00/100 Dollars (\$100.00) per quarter, or alternatively **Four Hundred and 00/100 Dollars (\$400.00) per year** if paid annually. Quarterly audit fees shall be billed separately from the monthly maintenance fee.

- C. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. All invoices are due and payable in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.
- D. If the District should desire additional work or services than those described in this Agreement or within **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional compensation shall be due for additional services unless agreed to in advance in writing by both Parties.

5. **GENERAL PROVISIONS.**

- A. The Services provided by Contractor shall be as provided for in **Exhibit A**, and as directed by District Manager or his designee (the "**District Representative**") and as set forth in this Agreement. Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns.
- B. Costs incurred by Contractor at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid in accordance with receipts for such costs provided to the District by Contractor.
- C. Contractor shall respond within forty-eight (48) hours to any and all issues related to the Website's ADA or WCAG compliance status and shall report to the District Manager all known compliance issues related to the Website within twenty-four (24) hours of discovery. For critical compliance issues that could result in legal liability, Contractor shall notify the District immediately upon discovery.

6. COMPLIANCE WITH APPLICABLE LAW. In providing the Services, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to Title II of the Americans with Disabilities Act, the Web Content Accessibility Guidelines (WCAG 2.1 Level AA), Section 508 of the Rehabilitation Act of 1973, and Section 189.069, Florida Statutes. Contractor shall ensure that all content on the Website, including but not limited to videos, audio files, documents (PDFs, Word documents, etc.), images, and multimedia presentations, meets WCAG 2.1 Level AA success criteria. Specifically, Contractor shall ensure: (i) all video content includes synchronized captions and, where necessary for comprehension, audio descriptions; (ii) all audio-only content includes text transcripts; (iii) all images include appropriate alternative text; (iv) all documents are properly tagged and structured for screen reader accessibility; and (v) all interactive elements are keyboard accessible and properly labeled. Contractor shall take any action necessary to promptly address any compliance deficiencies identified during the term of this Agreement. Contractor shall promptly, and in no event later than seventy-two (72) hours, notify the District in writing of any legal or regulatory changes that may affect the District's compliance obligations regarding website accessibility.

7. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event more than twenty-four (24) hours provide a written report to the District Manager as to all legal notices received by Contractor or the District relating to ADA or WCAG compliance and as to all accidents, injuries or claims for damage related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith. The District may adopt policies requiring more stringent reporting requirements of Contractor, which later adopted policies shall control; this paragraph is intended to set forth minimum standards.

8. COMPLIANCE SEAL. Upon successful completion of each quarterly audit, Contractor shall update and issue the Digital Asset Technical Compliance Seal on the Website. The compliance seal shall be removed immediately upon termination of this Agreement for any reason. Contractor acknowledges that the seal is to be displayed solely on the Website during the term of this Agreement and that no replication or use of the seal outside of that context is authorized without the prior written consent of Contractor.

9. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice due to Contractor's failure to perform in accordance with the terms of this Agreement or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon thirty (30) days' written notice to the District and will provide the District a reasonable opportunity to cure the reason for the termination. For purposes of this section, the date of termination shall be counted from the date the notice is provided by the terminating Party. In the event either Party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the Services performed up to that date, subject to any offsets the District may have against Contractor. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. Upon termination of this Agreement, Contractor shall also, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

- A. Deliver to the District all content, documents, data, access credentials, and records relating to the Website and District operations in Contractor's possession or under Contractor's reasonable direct control; and
- B. Remove the ADA/WCAG compliance seal from the Website; and
- C. Furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending to the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

10. INSURANCE.

- A. Contractor, and any subcontractor performing the Services described in this Agreement, shall maintain throughout the term of this Agreement, at a minimum, the following insurance:
 - i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - 1. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - iii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. Contractor shall provide the District with a certificate naming the District and its respective officers, supervisors, agents, managers, counsel, engineers, staff and representatives as additional insureds on all policies above, but only to the extent of Contractor's indemnity obligations and except for Workers' Compensation. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance

under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the additional insureds, but only to the extent of Contractor's indemnity obligations, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds, but only to the extent of Contractor's indemnity obligations, and a 30-Day Notice of Cancellation applies in favor of the additional insureds. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

11. INDEMNIFICATION.

- A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest actually incurred.
- B. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, staff, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto, but only to the extent such claims and/or losses arise as a result of Contractor's negligence or willful misconduct. This provision shall relate to any acts or omissions by the Contractor, its employees, agents, or subcontractors.
- C. For purposes of this Section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns, or employees includes, but is not limited to, the operation and management of the Website in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Website, unless such permit, license, certification,

consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit, license, certification, consent, or other approval.

12. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

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

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

15. ENTIRE AGREEMENT. This instrument, together with **Exhibit A**, shall constitute the final and complete expression of the entire understanding of the Parties and no representations or promises have been made except those that are specifically set out in this instrument. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement are waived, merged herein and superseded. Moreover, to the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.

16. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

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

18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Contractor acknowledges that any individual who owns, manages, is employed by, or is affiliated with Contractor and who serves in a capacity different from the Services provided for in **Exhibit A** does so in a capacity wholly separate and distinct from the role contemplated herein. In all work undertaken by Contractor and any employees, subcontractors, or independent contractors of Contractor, if there are any, neither

Contractor nor its employees, subcontractors, or independent contractors shall be considered employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

19. NOTICES. All notices, requests, consents, and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

A. If to Contractor: Newagetutors LLC dba VGlobalTech
636 Fanning Drive
Winter Springs, FL 32708
Attention: _____

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

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Trout Creek CDD, District Counsel

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

20. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations,

covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

21. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

22. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

24. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Vesta District Services** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement’s term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. If the Contractor chooses to keep and maintain public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records and transfer the records to the District at no cost upon request of the District’s Public Records Custodian. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats, or in the native format in which the records are maintained if specifically requested by the District. Any documents provided in PDF format must be accessible and comply with PDF/UA (ISO 14289) standards and WCAG 2.1 Level AA requirements, including proper tagging, reading order, and compatibility with assistive technologies.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132,

**PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, OR
BY MAIL C/O VESTA DISTRICT SERVICES, 250
INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY,
FLORIDA 32746**

25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

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

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

29. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees performing work under this Agreement and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated Section 448.095, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

30. ANTI-HUMAN TRAFFICKING. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

NEWAGETUTORS LLC DBA VGLOBALECH

By: _____
Its: _____

Exhibit A: Website Management Scope of Services

Exhibit A: Website Management Scope of Services

1. ADA COMPLIANCE REQUIREMENTS

1.1 General Website Accessibility. Contractor shall ensure that all website design, development, hosting, and maintenance services comply with the Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act of 1973, as amended. The website shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards, as published by the World Wide Web Consortium (W3C), or any successor standards.

1.2 Specific Accessibility Features. The website shall include, at minimum:

- (a) Alternative text descriptions for all images, graphics, and non-text content;
- (b) Proper heading structure and semantic HTML markup;
- (c) Keyboard navigation capability for all interactive elements;
- (d) Sufficient color contrast ratios meeting WCAG 2.1 Level AA standards;
- (e) Accessible forms with proper labels and error identification;
- (f) Skip navigation links and logical tab order;
- (g) Resizable text without loss of functionality;
- (h) Compatibility with screen readers and other assistive technologies.

1.3 Video and Multimedia Content. All video, audio, and multimedia content posted on the website shall include:

- (a) Closed captions or subtitles synchronized with the audio content for all pre-recorded and live video;
- (b) Audio descriptions for visual content where necessary to understand the material;
- (c) Text transcripts for all audio and video content;
- (d) Accessible media player controls compatible with keyboard navigation and assistive technologies;
- (e) Compliance with WCAG 2.1 Level AA standards for time-based media.

1.4 Document Accessibility. All documents posted to the website, including but not limited to PDFs, Word documents, Excel spreadsheets, and PowerPoint presentations, shall be accessible and comply with WCAG 2.1 Level AA standards, including:

- (a) Proper document structure and reading order;
- (b) Alternative text for images within documents;
- (c) Accessible tables with proper headers;
- (d) Tagged PDFs with logical structure.

1.5 Testing and Compliance Verification. Contractor shall:

- (a) Conduct regular accessibility testing using both automated tools and manual testing methods;
- (b) Test website compatibility with common assistive technologies including screen readers (JAWS, NVDA, VoiceOver);

- (c) Provide quarterly accessibility compliance reports to the District;
- (d) Promptly remediate any identified accessibility barriers within fifteen (15) business days of discovery or notification.

1.6 Training and Support. Contractor shall provide training to District staff on:

- (a) Creating and posting accessible content;
- (b) Ensuring uploaded documents and media meet accessibility standards;
- (c) Using accessibility checking tools.

1.7 Ongoing Compliance Monitoring. Contractor shall maintain ongoing compliance with ADA requirements and shall:

- (a) Monitor changes to WCAG standards and applicable laws;
- (b) Implement necessary updates to maintain compliance;
- (c) Provide an accessibility statement on the website with contact information for reporting accessibility issues;
- (d) Maintain a process for receiving and responding to accessibility complaints within five (5) business days.

1.8 Indemnification for ADA Non-Compliance. Contractor shall indemnify, defend, and hold harmless the District from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising from Contractor's failure to comply with ADA requirements, WCAG 2.1 Level AA standards, or Section 508 requirements in the performance of services under this Agreement.

1.9 Remediation Obligations. If the website or any content fails to meet ADA compliance requirements, Contractor shall remediate such deficiencies at no additional cost to the District within the timeframes specified in Section 1.5(d) above.

2. ADDITIONAL SCOPE OF SERVICES

3.0 Pricing

3.1 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance DOES NOT include the quarterly audits proposed in the next section.

Maintenance contract is required to receive VGlobalTech's proprietary document conversion software (PDF to RTF) that allows you to easily convert documents or submit to VGlobalTech and get docs converted within less than 24 hrs.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc.). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. Update turnaround time – less than 24 hrs. from customer sending the content and documents to be updated to VGT team.
2.	PDF Documents conversion (to Text, HTML etc.) as needed (new documents during the maintenance year only) for ADA Compliance / Reader Compliance. VGlobalTech's proprietary batch conversion software is included as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). There is no limit on how many documents you can convert per month using VGlobalTech's software. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal – Every Quarter – Included in this cost
4.	Website hosting and backups including 5 business email accounts – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
	Total Monthly Maintenance with full content upload, document conversion and Hosting: \$200 / month *Monthly maintenance must be paid before the 10 th of every month

3.2 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech has developed a unique program for digital accessibility that is run by a highly skilled and experienced team in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), Section 508 of the Rehabilitation Act of 1973 and overall, the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand.

Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

Cost for Audit: **\$125 / per quarter**

- Can be paid yearly (\$400) or can be paid per audit every quarter (\$100) – billed separately
- All CDD required website documents' conversions to compatible formats included
- Seals renewed every quarter
- Audits are conducted by VGlobalTech dev and ADA Expert Team

Digital Asset Technical Compliance Seal
(Updated after VGlobalTech Quarterly Audits):



VGlobalTech's Golden ADA Compliance Seal is industry leading and proudly displayed on only ADA & WCAG Complaint Sites that we maintain. VGlobalTech maintained and audited sites have had **ZERO legal / litigation issues in the past 15 years. We are absolutely proud of our work and will stand by the quality service we provide.**

**Compliance seal shall be updated and issued only after successful auditing by VGlobalTech and its authorized partners. No replication of the seal or content is permissible by any outside parties. The seal needs to be removed immediately if the contract with the customer is terminated for any reason by either party involved in the contract.*

EXHIBIT 17

Hi Jennifer,

Thank you for your response; I appreciate it.

We are not yet in a position to finalize the site plan, as the major modification to the Ashford Mills PUD has not yet been approved by the County. The final site plan will likely be prepared after the PUD modification is approved and all other LDC requirements have been satisfied.

In the meantime, please use the attached proposed site plan to assist us in securing the following required items for the project and to prepare a funding agreement for our team's review:

- An approval letter authorizing SASH Properties LLC (and my future LLC that will hold the Ashford Mills parcel at closing) to obtain a Temporary Construction Easement (TCE), including the right to construct utilities and access the rights-of-way for utility connection construction, from the Trout Creek CDD and the owners of the privately owned roads, Shearwater Parkway and Pine Tree Lane.
- Written confirmation from the Trout Creek CDD and the road owners, addressed to SASH Properties LLC (and my future LLC that will hold the Ashford Mills parcel at closing), granting vehicular access to and from Shearwater Parkway for commercial parcel #009945-0100.

Additionally, could you or someone please let me know if this matter was discussed at the recent board meeting and what was decided?

Please let me know if you have any questions or need any additional information.

Thank you,

Sam Palli, PMP

Ph: 904-806-8808

MakeRentals@gmail.com

EXHIBIT 18

