



***TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Thursday
July 23, 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, July 23, 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, July 23, 2026

Time: 6:00 PM

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

Agenda

I. Roll Call

II. Shade Session – Time Specific: 5:30PM*

**In accordance with sections 119.071(3)(a), 286.0113(1), and 286.011(8) 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 and pending litigation. 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.*

III. Pledge of Allegiance

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

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

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

V. Staff Reports

A. District Counsel

1. Update on SASH Properties Agreement
2. Campaign Policies

B. District Engineer

1. Update on Outfall Structure Repair
2. Update on Crosswalk at Shearwater Pkwy. & Calcutta-County Change Request
3. Update on Outfall Pipe at Seaforth & Rushing
4. Update on Inspections for Transfer of Assets/Improvements from Developer

V. Staff Reports – continued

C. Landscape Maintenance Service Reports

- 1. Ruppert Landscape [Exhibit 1](#)
[Pgs. 7-8](#)
- 2. Prestige Landscape [Exhibit 2](#)
[Pgs. 10-24](#)

D. Pond Aquatics Service Reports

[Exhibit 3](#)
[Pgs. 26-145](#)

E. General/Assistant Manager

- 1. June Café Square Category Sales Report [Exhibit 4](#)
[Pg. 147](#)
- 2. June TCCDD Square Category Sales Report [Exhibit 5](#)
[Pg. 149](#)
- 3. June TCCDD Square Category Sales Report [Exhibit 6](#)
[Pg. 151](#)
- 3. June Maintenance Report [Exhibit 7](#)
[Pgs. 153-174](#)
- 4. June Lifestyle Summary Report [Exhibit 8](#)
[Pgs. 176-177](#)
- 5. June Lifestyle P&L Report [Exhibit 9](#)
[Pgs. 179-180](#)

F. District Manager

- 1. District Management, Accounting, & Administrative Transition Report [Exhibit 10](#)
[Pgs. 182-185](#)

VI. Business Items

A. Consideration of Updated Swim Team Proposal Options – Board Request Revisions Summary

[Exhibit 11](#)
[Pg. 187](#)

- 1. Sporting Jax [Exhibit 11A](#)
[Pgs. 189-190](#)
- 2. Swim Rise Aquatics [Exhibit 11B](#)
[Pgs. 192-203](#)

B. Consideration of Hill Obstruction Plantings Proposal Options

[Exhibit 12](#)

- 1. Ruppert Landscape [Exhibit 12A](#)
[Pgs. 206-209](#)
- 2. Prestige – *If Available* [Exhibit 12B](#)

C. Consideration of Ruppert Landscape Proposals

[Exhibit 13](#)

- 1. Sod Removal on Dirt Humps - \$12,000.00 [Exhibit 13A](#)
[Pgs. 213-215](#)
- 2. Sod Removal on Dirt Mounds - \$11,377.00 [Exhibit 13B](#)
[Pgs. 217-219](#)

D. Consideration of Prestige Falls Park E-Bike Damage Proposal - \$16,431.51

[Exhibit 14](#)
[Pg. 221](#)

E. Consideration & Adoption of **Resolution 2026-16, Designating Officers**

[Exhibit 15](#)
[Pg. 223](#)

VI. Business Items – continued

F. Consideration & Adoption of **Resolution 2026-17**, Designating Signatories

[Exhibit 16](#)
[Pgs. 225-226](#)

G. Consideration & Adoption of **Resolution 2026-18**, Approving Landscape Maintenance Services RFP

[Exhibit 17](#)
[Pgs. 228-241](#)

1. Landscape RFP Project Manual

[Exhibit 17A](#)
[Pgs. 243-296](#)

VII. Consent Agenda

A. Consideration for Approval – The Minutes of the Board of Supervisors Workshop Held on June 9, 2026

[Exhibit 18](#)
[Pgs. 298-301](#)

B. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on June 25, 2026

[Exhibit 19](#)
[Pgs. 303-308](#)

C. Consideration for Acceptance – The June 2026 Unaudited Financial Statements

[Exhibit 20](#)
[Pgs. 310-331](#)

VIII. Discussion Topics

IX. Supervisors' Requests

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

XI. Next Workshop: Wednesday, August 12 at 10:00 AM

XII. Next Regular Meeting: Thursday, August 27 at 6:00 PM

XIII. Adjournment

EXHIBIT 1



RUPPERT
L A N D S C A P E

Trout Creek CDD: Monthly Report

July 2026

Fungus/Pest/Fertilizer:

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

Maintenance:

- We are on a regular mowing cycle of all areas in Phase 2, with the holiday Friday being observed as holiday and afternoon showers, we have been delayed on mowing. As of 7/10, all areas are caught up and normal service rotation will resume.
- Viburnum shrubs from Falls Park entrance to the 360 communities have been trimmed. Areas in the event lawn section are next on rotation.
- Dog park and outposts areas were delayed a week from afternoon showers, this area has been caught up and will be added as a priority during service for our four legged friends. maintained
- Pond banks are maintained weekly.
- Teams are continually working on removal of weeds within the ornamental grasses, what does not come out will be treated.

- Teams have trimmed back vegetation in the trails.

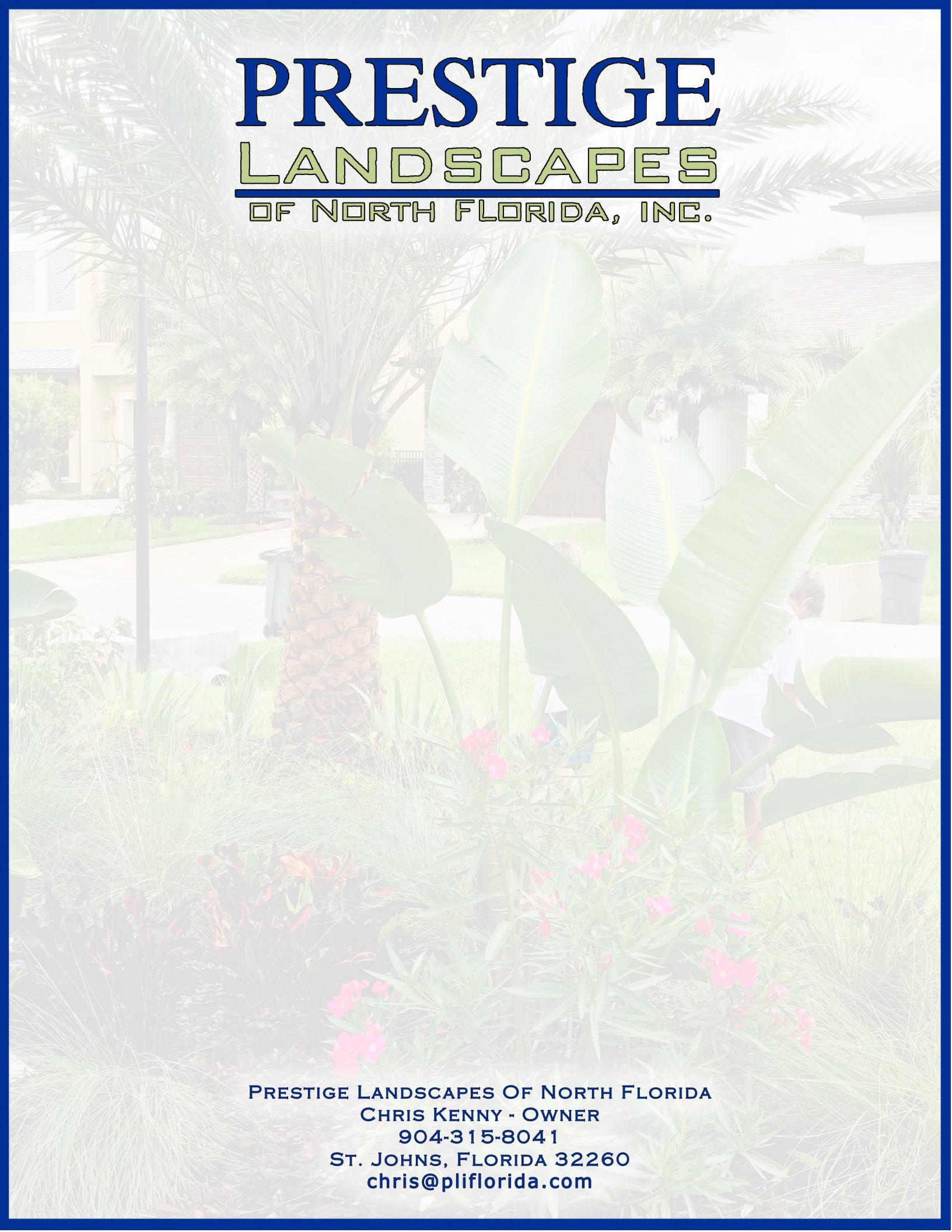
Upcoming month:

- Continuing mowing weekly, monitoring irrigation and turf quality.
- Continue shaping up viburnums to desired heights, treating weeds throughout the property.

Irrigation:

- All irrigation has proper run times and coverage
- Irrigation techs went through the entire system thoroughly and have repaired broken rotors, sprays, and clogged nozzles.
- Requests for repairs that have been submitted have been completed.
- We will continually monitor turf conditions for any dryer than normal areas that could be irrigation related

EXHIBIT 2



PRESTIGE LANDSCAPES

OF NORTH FLORIDA, INC.

PRESTIGE LANDSCAPES OF NORTH FLORIDA
CHRIS KENNY - OWNER
904-315-8041
ST. JOHNS, FLORIDA 32260
chris@pliflorida.com



Chris Kenny—Owner

904-315-8041

P.O. Box 600061

St. Johns, Florida 32260

July, 2026

Belynda Tharpe , Community Director

First Service Residential

100 Kayak Way

St. Augustine, FL 32092

Re: Landscape Maintenance Service Report

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

Weekly Maintenance

The maintenance team remains focused on the successful execution of the weekly landscape maintenance program throughout Phase 1. Landscape detailing within amenity areas and common spaces is performed on a rotating weekly schedule to ensure the community consistently maintains a clean, well-manicured, and “show-ready” appearance.

Crews are also proactively managing the emergence of Dallas grass through manual removal as it begins to germinate. This approach helps limit its spread while supporting the overall health, consistency, and visual uniformity of the community’s common areas. In addition, the team is closely monitoring turf conditions for signs of drought stress, particularly in high-exposure and recently established areas. Maintenance practices are being adjusted as needed to help preserve turf health, minimize stress-related damage, and maintain overall landscape quality during periods of reduced rainfall and elevated temperatures.

Irrigation

During the July 2026 system inspection, all irrigation rotor and spray heads were systematically evaluated, adjusted, and replaced where necessary to improve coverage efficiency and ensure proper water distribution throughout the landscape. The irrigation team continues to perform diagnostics and repairs within the two-wire irrigation system with the goal of restoring full functionality to all Phase 1 common areas. This process is detailed and time-intensive, requiring comprehensive troubleshooting across the entire network to accurately identify communication failures and system interruptions. At this time, no major mainline breaks have been identified within Phase 1. The primary issues encountered have been degraded or faulty wire splices, malfunctioning solenoids, and decoder failures. These components are critical to system communication and zone activation, and each repair requires precise troubleshooting, isolation, and testing to ensure long-term reliability. Repairs are being completed methodically to restore consistent irrigation coverage. As sections of the system are brought back online, performance is being closely monitored and adjusted as needed to ensure optimal operation.

Agronomics

All fert/chem applications have been completed ytd.

July, 2026

Belynda Tharpe , Community Director
First Service Residential

100 Kayak Way

St. Augustine, FL 32092

Re: Landscape Maintenance Service Report

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

Weekly Maintenance

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

With July's combination of seasonal rainfall, elevated temperatures, and increased turf growth, crews have continued to prioritize mowing, edging, trimming, and landscape detailing to maintain overall site appearance and promote healthy growing conditions. Special attention is being given to high-visibility areas to ensure the community continues to present a polished appearance throughout the peak growing season.

In addition, the team is actively monitoring turf and ornamental plant material for signs of heat and drought stress.

The team will continue to evaluate site conditions throughout the month and make necessary adjustments to ensure the Phase 3 landscape remains healthy, attractive, and properly maintained.

Irrigation

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

With July bringing Florida's typical summer weather pattern of high temperatures, elevated humidity, and frequent afternoon rainfall, the irrigation system continues to be monitored closely to ensure efficient operation while avoiding unnecessary water usage. The current rainy season has provided supplemental moisture across many areas, helping support overall plant health while reducing irrigation demand.

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

Agronomics

All fert/chem applications have been completed ytd.

PRESTIGE

LANDSCAPES

OF NORTH FLORIDA, INC.

Irrigation Inspection Report

W. O. # _____

Name _____ Amenity Center

Address _____

Date 07/10/2026 pg 1 of 1

Water Source _____ Reclaim/Potable

Clock Type _____ Hunter ACC2

Rain/Freeze Switch _____ No

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

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

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

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

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

Comments : _____ System is properly functioning with no major issues.

W. O. # _____

Name Shearwater Parkway PH1

Address _____

Date 7/10/2026 pg 1 of 1

Irrigation Inspection Report

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

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

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

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

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

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

Comments : System is properly functioning with no major issues.

W. O. # _____

Name Martha Ct. Common Area

Address _____

Date 7/08/2026 pg 1 of 1

Irrigation Inspection Report

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

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

Program

Run Days

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

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

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

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

Comments : System is properly functioning with no major issues.

Irrigation Inspection Report

W. O. # _____

Name Timberwolf Clock ph3-A

Address SWP Turf

Date 7/08/2026 pg 1 of 4

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

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

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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



W. O. # _____

Name Timberwolf Clock ph3-A

Address Timberwolf Turf

Date 7/09/2026 pg 2 of 4

Irrigation Inspection Report

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

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

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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



Irrigation Inspection Report

W. O. # _____

Name Timberwolf Clock ph3-A

Address SWP Shrubs/Trees

Date 7/09/2026 pg 3 of 4

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

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

Comments :



Irrigation Inspection Report

W. O. # _____

Name Timberwolf Clock ph3-A

Address Timberwolf Shrubs/Trees

Date 7/11/2026 pg 4 of 4

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

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

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

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



Irrigation Inspection Report

W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address SWP_Cal Turf

Date 7/11/2026 pg 1 of 4

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

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

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

Irrigation Inspection Report

W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Shrubs_Trees

Date 7/11/2026 pg 2 of 4

START TIME(S)		A
START TIME(S)	8pm	B
START TIME(S)		C

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

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

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

ADJUSTMENTS	X						
PARTIL CLOGS							
STRAIGHTENED							

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

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



Irrigation Inspection Report

W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Seaforth Turf

Date 7/11/2026 pg 3 of 4

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

A

B

C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

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

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

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

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



Irrigation Inspection Report

W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address _____ Cart Path _____

Date 7/11/2026 pg 4 of 4

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

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

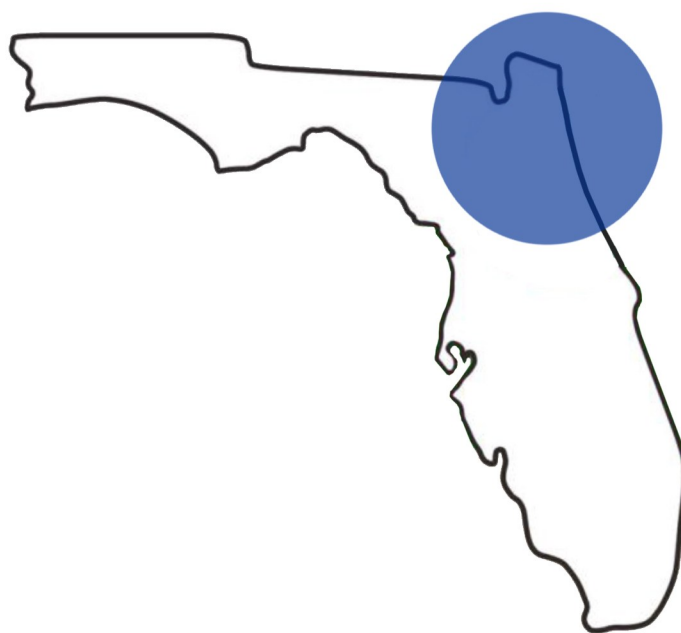
Program			Run Days				
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S
D	S	M	T	W	TH	F	S

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

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

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

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



PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

PRESTIGE LANDSCAPES OF NORTH FLORIDA
CHRIS KENNY - OWNER
904-315-8041
ST. JOHNS, FLORIDA 32260
chris@pliflorida.com

[Return to Agenda Pg. 2](#)

EXHIBIT 3



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 1a
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Select:

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Select All That Apply:		
Extent of Aquatic Vegetation	Select:		

Images



Customer Comments	pond was in great shape upon inspection

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 4:39 PM
30.1579698, -81.7350066



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 1b
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Select:

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Select All That Apply:		
Extent of Aquatic Vegetation	Select:		

Images



Customer Comments	pond was in great shape upon inspection

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 4:39 PM
30.1579698, -81.7350066



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 2a
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Select:

--	--

Products Used 1

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Active Ingredient

EPA #	
Unit of Measure	

Amount Used	
Rate	

Plants/Algae/Species 1

Plants/Algae/Species	

P/A/S Coverage Percent	
------------------------	--

--

Aquatic Vegetation Identified	Select All That Apply:

Extent of Aquatic Vegetation	Select:

--	--

Images



Customer Comments	pond was in good shape upon inspection

LPWT Site Info

Water Level	Select:	Water Level Comments	Select:
Aesthetic Appearance	Select:	Water Appearance	Select:
Erosion/Sedimentation	Select:	Fish/Wildlife	Select:
Level of Trash Removed	Select:	Primary Spillway	Select:
Emergency Spillway	Select:	Fountain Services (Single)	Select:
Fountain Services (Multiple)	Select:	Fountain Comments	
General Comments		Additional Services	Select:
Treatment Comments	Select:		

6/15/26 4:44 PM
30.1579735, -81.7350154



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 2b
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Select:

--

Products Used 1

--

Active Ingredient

EPA #	
Unit of Measure	

Amount Used	
Rate	

Plants/Algae/Species 1

Plants/Algae/Species	

P/A/S Coverage Percent	
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--

Aquatic Vegetation Identified	Select All That Apply:

Extent of Aquatic Vegetation	Select:

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Images



Customer Comments	pond was in great shape upon inspection

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 4:44 PM
30.1579735, -81.7350154



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 3a	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Select:

Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Select All That Apply:		
Extent of Aquatic Vegetation	Select:		

Images



Customer Comments	treated pond for emergent weeds

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 4:41 PM
30.1579698, -81.7350066



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 4
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Select:

Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Select All That Apply:		
Extent of Aquatic Vegetation	Select:		

Images



Images
Image not Captured

Customer Comments	pond was in great shape upon inspection
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LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 4:46 PM
30.1579735, -81.7350154



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 5A
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Select:

Products Used 1

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Active Ingredient

EPA #	
Unit of Measure	

Amount Used	
Rate	

Plants/Algae/Species 1

Plants/Algae/Species	

P/A/S Coverage Percent	
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Aquatic Vegetation Identified	Select All That Apply:

Extent of Aquatic Vegetation	Select:

Images



Customer Comments	pond was in great shape upon inspection

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 4:47 PM
30.1579735, -81.7350154



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 5b
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Select:

Products Used 1

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Active Ingredient

EPA #	
Unit of Measure	

Amount Used	
Rate	

Plants/Algae/Species 1

Plants/Algae/Species	

P/A/S Coverage Percent	
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Aquatic Vegetation Identified	Select All That Apply:

Extent of Aquatic Vegetation	Select:

Images



Customer Comments	pond was in great shape upon inspection

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 4:47 PM
30.1579735, -81.7350154



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 6
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Select:

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Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Select All That Apply:		
Extent of Aquatic Vegetation	Select:		

Images



Customer Comments	pond was in great shape upon inspection

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 4:45 PM
30.1579735, -81.7350154



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 7a	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Airboat

Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Shoreline/Terrestrial Weeds		
Extent of Aquatic Vegetation	Spotty		

Images



Customer Comments	treated perimeter vegetation around pond.

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 2:21 PM
30.1667877, -81.5351844



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 7b
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Airboat

Products Used 1

Active Ingredient

EPA #	
Unit of Measure	

Amount Used	
Rate	

Plants/Algae/Species 1

Plants/Algae/Species	

P/A/S Coverage Percent	
------------------------	--

Aquatic Vegetation Identified	Slender Spikerush

Aquatic Vegetation Identified 2	Torpedo Grass
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Extent of Aquatic Vegetation	Heavy
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Images



Customer Comments	applied treatment for submersed vegetation (spike rush), treated perimeter vegetation.

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 2:29 PM
30.1667877, -81.5351844



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 7c
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Airboat

Products Used 1

Active Ingredient

EPA #	
Unit of Measure	

Amount Used	
Rate	

Plants/Algae/Species 1

Plants/Algae/Species	

P/A/S Coverage Percent	
------------------------	--

Aquatic Vegetation Identified	Shoreline/Terrestrial Weeds

Extent of Aquatic Vegetation	Trace

Images



Customer Comments	vegetation is minor around edge of pond, no algae noticed. Will treat perimeter on next visit.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Good
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Geese - Current Activity
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/16/26 7:55 AM
30.0338241, -81.5672009



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 8a	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Airboat

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Select All That Apply:		
Extent of Aquatic Vegetation	Select:		

Images



Customer Comments	pond is in overall good condition, no algae or invasive vegetation noticed.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Good
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/16/26 8:03 AM
30.0349847, -81.5627229



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 9a	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Airboat

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Alligator Weed	Aquatic Vegetation Identified 2	Algae
Aquatic Vegetation Identified 3	Shoreline/Terrestrial Weeds		
Extent of Aquatic Vegetation	Spotty		

Images



Images



Customer Comments	pond needs treatment for alligator weed and grasses around perimeter, access between houses was to wet from recent rain. Will check back in a few days.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Fair
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Geese - Current Activity
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/16/26 8:13 AM
30.0319881, -81.5637947



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 9b
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Airboat

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Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Torpedo Grass		
Extent of Aquatic Vegetation	Spotty		

Images



Customer Comments	noticed torpedo grass that needs to be treated around pond edge, will treat on next visit. ground to wet to launch boat today.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Good
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Geese - Current Activity
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/16/26 8:26 AM
30.0295512, -81.5641404



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 9c	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Select:

Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Algae	Aquatic Vegetation Identified 2	Torpedo Grass
Aquatic Vegetation Identified 3	Shoreline/Terrestrial Weeds		
Extent of Aquatic Vegetation	Moderate		

Images



Images



Customer Comments	applied algaecide to pond for filamentous algae, access to wet and would cause rutts in yards to launch boat for vegetation treatment.

LPWT Site Info

Water Level	Full Pool	Water Level Comments	Select:
Aesthetic Appearance	Poor	Water Appearance	Clear
Erosion/Sedimentation	Present: No recent changes	Fish/Wildlife	Select:
Level of Trash Removed	Select:	Primary Spillway	Select:
Emergency Spillway	Select:	Fountain Services (Single)	Select:
Fountain Services (Multiple)	Select:	Fountain Comments	
General Comments		Additional Services	Select:
Treatment Comments	Select:		

6/16/26 8:43 AM
30.0284557, -81.5657674



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 10a	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Airboat

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Pennywort	Aquatic Vegetation Identified 2	Torpedo Grass
Aquatic Vegetation Identified 3	Select All That Apply:		
Extent of Aquatic Vegetation	Heavy		

Images



Customer Comments	pond needs treatment, windy conditions are not allowing us to treat today.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Fair
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Alligators - Present
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/16/26 12:06 PM
30.1667676, -81.5351273



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 10c	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Airboat

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Shoreline/Terrestrial Weeds		
Extent of Aquatic Vegetation	Spotty		

Images



Customer Comments	treated perimeter vegetation.

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 2:35 PM
30.1667877, -81.5351844



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 10d	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Airboat

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Naiad	Aquatic Vegetation Identified 2	Pickerelweed
Aquatic Vegetation Identified 3	Algae		
Extent of Aquatic Vegetation	Heavy		

Images



Images



Customer Comments	need treatment immediately, windy conditions and wet access are stopping treatment today. Will check back in a few days.

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/16/26 10:18 AM
30.0293937, -81.5692603



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 11a
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Airboat

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Products Used 1

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Active Ingredient

EPA #	
Unit of Measure	

Amount Used	
Rate	

Plants/Algae/Species 1

Plants/Algae/Species	

P/A/S Coverage Percent	
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Aquatic Vegetation Identified	Slender Spikerush

Aquatic Vegetation Identified 2	Torpedo Grass
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Extent of Aquatic Vegetation	Select:
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Images



Customer Comments	treated spike rush and perimeter vegetation.

LPWT Site Info

Water Level	Below Normal Pool	Water Level Comments	The spillway was inspected and found to be free of leaks and seepage. The water level was likely below normal pool due to lack of adequate rainfall.
Aesthetic Appearance	Select:	Water Appearance	Clear
Erosion/Sedimentation	Present: No recent changes	Fish/Wildlife	Select:
Level of Trash Removed	Select:	Primary Spillway	Select:
Emergency Spillway	Select:	Fountain Services (Single)	Select:
Fountain Services (Multiple)	Select:	Fountain Comments	
General Comments		Additional Services	Select:
Treatment Comments	Select:		

6/15/26 3:08 PM
30.1667676, -81.535101



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 11b	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Airboat

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Select All That Apply:		
Extent of Aquatic Vegetation	Select:		

Images



Customer Comments	pond in overall good condition, no algae or invasive vegetation noticed.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Good
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Geese - Current Activity
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/16/26 9:09 AM
30.0252382, -81.5670442



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 11c
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Airboat

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Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Shoreline/Terrestrial Weeds		
Extent of Aquatic Vegetation	Trace		

Images



Customer Comments	pond is in good condition, no algae or invasive vegetation noticed.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Good
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Low
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Alligators - Present
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/16/26 9:56 AM
30.0267814, -81.5750881



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 12a
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Select:

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Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Pennywort		
Extent of Aquatic Vegetation	Moderate		

Images



Customer Comments	noticed Pennywort around pond edge, this treatment will be applied on next visit.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Good
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/16/26 8:54 AM
30.0274006, -81.5670272



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 14
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Airboat

Products Used 1

Active Ingredient

EPA #	
Unit of Measure	

Amount Used	
Rate	

Plants/Algae/Species 1

Plants/Algae/Species	

P/A/S Coverage Percent	
------------------------	--

Aquatic Vegetation Identified	Torpedo Grass
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Extent of Aquatic Vegetation	Moderate
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Images



Customer Comments	pond needs grass treatment, wind speed measured at 12mph. to gusty to treat. Will check back in a few days

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Good
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/16/26 9:49 AM
30.0268973, -81.5751761



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 14b
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Airboat

--	--

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Slender Spikerush	Aquatic Vegetation Identified 2	Pennywort
Aquatic Vegetation Identified 3	Algae		
Extent of Aquatic Vegetation	Moderate		

Images



Customer Comments	applied treatment for submersed vegetation and algae.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Good
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Low
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Alligators - Present
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/16/26 9:38 AM
30.0262671, -81.5750093



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 20	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Backpack

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Pennywort	Aquatic Vegetation Identified 2	Torpedo Grass
Extent of Aquatic Vegetation	Spotty		

Images



Images



Images



Customer Comments	Pond looks good overall, with minor grasses growing on the shoreline which was treated.

LPWT Site Info

Water Level	Below Normal Pool	Water Level Comments	The spillway was inspected and found to be free of leaks and seepage. The water level was likely below normal pool due to lack of adequate rainfall.
Aesthetic Appearance	Good	Water Appearance	Clear
Erosion/Sedimentation	Present: No recent changes	Fish/Wildlife	Normal
Level of Trash Removed	Select:	Primary Spillway	No Blockages
Emergency Spillway	No Blockages	Fountain Services (Single)	Select:
Fountain Services (Multiple)	Select:	Fountain Comments	
General Comments	Inspected out fall and found no issues	Additional Services	Select:
Treatment Comments	Select:		

6/15/26 9:09 AM
30.02296, -81.56761



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 21a	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Backpack

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Algae	Aquatic Vegetation Identified 2	Chara
Aquatic Vegetation Identified 3	Shoreline/Terrestrial Weeds		
Extent of Aquatic Vegetation	Sparse	Extent of Aquatic Vegetation 2	Spotty
Extent of Aquatic Vegetation 3	Heavy		

Images



Images



Images



Images



Customer Comments	Pond overall is in good condition. Spotty chara in pond with minimal algae but heavy and neglected shoreline grasses around the pond.
-------------------	---

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Fair

Water Level Comments	Select:
Water Appearance	Clear

Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	No Blockages
Fountain Services (Multiple)	Select:
General Comments	Treated pond for algae, chara, and shoreline grasses around pond.
Treatment Comments	Select:

6/15/26 2:28 PM
30.02392, -81.57117

Fish/Wildlife	Normal
Primary Spillway	No Blockages
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 21b	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Backpack

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Algae	Aquatic Vegetation Identified 2	Chara
Aquatic Vegetation Identified 3	Shoreline/Terrestrial Weeds	Aquatic Vegetation Identified 4	Slender Spikerush
Extent of Aquatic Vegetation	Spotty	Extent of Aquatic Vegetation 2	Spotty
Extent of Aquatic Vegetation 3	Heavy	Extent of Aquatic Vegetation 4	Moderate

Images



Images



Images



Customer Comments	Pond overall is in good condition. Spotty chara in pond with minimal algae but heavy and neglected shoreline grasses around the pond.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Fair
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	No Blockages
Fountain Services (Multiple)	Select:
General Comments	Treated pond for algae, chara, shoreline grasses, and slender spike rush.
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Normal
Primary Spillway	No Blockages
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 2:32 PM
30.02392, -81.57117



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 22a
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Backpack

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Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Algae		
Extent of Aquatic Vegetation	Spotty		

Images



Customer Comments	Grasses were dying just need more time to decay but there was spotty algae mats around the pond.

LPWT Site Info

Water Level	Full Pool	Water Level Comments	Select:
Aesthetic Appearance	Fair	Water Appearance	Clear
Erosion/Sedimentation	Present: No recent changes	Fish/Wildlife	Normal
Level of Trash Removed	Select:	Primary Spillway	No Blockages
Emergency Spillway	No Blockages	Fountain Services (Single)	Select:
Fountain Services (Multiple)	Select:	Fountain Comments	
General Comments	Treated pond for algae mats.	Additional Services	Select:
Treatment Comments	Select:		

6/15/26 2:23 PM
30.02391, -81.57117



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 22b
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Backpack

Products Used 1

Active Ingredient

EPA #	
Unit of Measure	

Amount Used	
Rate	

Plants/Algae/Species 1

Plants/Algae/Species	

P/A/S Coverage Percent	
------------------------	--

Aquatic Vegetation Identified	Algae

Aquatic Vegetation Identified 2	Shoreline/Terrestrial Weeds
---------------------------------	-----------------------------

Extent of Aquatic Vegetation	Spotty

Vegetation 2	Spotty
--------------	--------

Images



Images



Customer Comments	Spotty algae around the pond and the grasses where dying but there was still patches of grasses that were still alive.
-------------------	--

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Fair

Water Level Comments	Select:
Water Appearance	Turbid

Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	No Blockages
Fountain Services (Multiple)	Select:
General Comments	Treated for algae and shoreline grasses.
Treatment Comments	Select:

6/15/26 2:20 PM
30.02392, -81.57116

Fish/Wildlife	Normal
Primary Spillway	No Blockages
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 23a	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Backpack

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Pennywort	Aquatic Vegetation Identified 2	Pickerelweed
Extent of Aquatic Vegetation	Spotty	Vegetation 2	Moderate

Images



Images



Images



Customer Comments	Overall, pond looks good no algae found. Beneficial plants are present in the pond.

LPWT Site Info

Water Level	Dry
Aesthetic Appearance	Good
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	No Blockages
Fountain Services (Multiple)	Select:

Water Level Comments	The spillway was inspected and found to be free of leaks and seepage. The water level was likely below normal pool due to lack of adequate rainfall.
Water Appearance	Clear
Fish/Wildlife	Normal
Primary Spillway	No Blockages
Fountain Services (Single)	Select:
Fountain Comments	

General Comments	Minor vegetation present, and the inlet which was treated Spot treated the grasses due to the beneficial
Treatment Comments	Select:

Additional Services	Select:
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6/15/26 9:15 AM
30.0224, -81.56695



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 23b
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Trailered Boat

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Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Pennywort	Aquatic Vegetation Identified 2	Algae
Aquatic Vegetation Identified 3	Naiad		
Extent of Aquatic Vegetation	Moderate	Extent of Aquatic Vegetation 2	Spotty
Extent of Aquatic Vegetation 3	Moderate		

Images



Images



Customer Comments	Moderate amount of penny wort with minor algae treated Also found southern niade in middle . Even though native we will control it to prevent any issue
-------------------	---

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Good
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	No Blockages

Water Level Comments	The spillway was inspected and found to be free of leaks and seepage. The water level was likely below normal pool due to lack of adequate rainfall.
Water Appearance	Clear
Fish/Wildlife	Normal
Primary Spillway	No Blockages
Fountain Services (Single)	Select:

Fountain Services (Multiple)	Select:
General Comments	Pond was treated for penny wart and minor algae. Overall, the appearance looks good.
Treatment Comments	Select:

Fountain Comments	
Additional Services	Select:

6/15/26 9:57 AM
30.01966, -81.57072



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 24a
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Trailered Boat

--	--

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Algae	Aquatic Vegetation Identified 2	Bladderwort
Aquatic Vegetation Identified 3	Shoreline/Terrestrial Weeds		
Extent of Aquatic Vegetation	Moderate	Extent of Aquatic Vegetation 2	Heavy
Extent of Aquatic Vegetation 3	Moderate		

Images



Images



Customer Comments	Bladderwort is topping out to the surface of the pond and algae is clinging onto it and grasses were neglected.
-------------------	---

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Poor

Water Level Comments	Select:
Water Appearance	Clear

Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	No Blockages
Fountain Services (Multiple)	Select:
General Comments	Treated for algae, bladderwort, and shoreline grasses. Will need to be monitored in the next 2 weeks.
Treatment Comments	Select:

6/15/26 11:51 AM
30.01978, -81.57111

Fish/Wildlife	Normal
Primary Spillway	No Blockages
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 24b
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Backpack

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

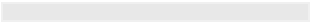
Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Torpedo Grass	Aquatic Vegetation Identified 2	Pennywort
Aquatic Vegetation Identified 3	Algae		
Extent of Aquatic Vegetation	Spotty	Extent of Aquatic Vegetation 2	Spotty
Extent of Aquatic Vegetation 3	Spotty		

Images



Images



Images



Customer Comments	Grasses are dying from previous treatment. Overall pond looks good. Grasses will continue to decompose naturally.
-------------------	---

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Fair
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	No Blockages
Fountain Services	

Water Level Comments	The spillway was inspected and found to be free of leaks and seepage. The water level was likely below normal pool due to lack of adequate rainfall.
Water Appearance	Clear
Fish/Wildlife	Normal
Primary Spillway	No Blockages
Fountain Services (Single)	Select:

(Multiple)	Select:
General Comments	Upon arrival on site pawn had a bad odor emitting from it removed one dead goose Previous grass treatment has killed some grass on the bank of the pond
Treatment Comments	Select:

Fountain Comments	
Additional Services	Select:

6/15/26 10:11 AM
30.01841, -81.56805



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 24c	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Trailered Boat

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Pennywort	Aquatic Vegetation Identified 2	Torpedo Grass
Extent of Aquatic Vegetation	Spotty	Vegetation 2	Spotty

Images



Images



Images



Images



Images



Images



Images



Customer Comments	Pond looks good overall has a lot of beneficial plants
-------------------	--

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Good
Erosion/Sedimentation	Signs of shoreline erosion
Level of Trash Removed	Select:
Emergency Spillway	No Blockages
Fountain Services (Multiple)	Select:

Water Level Comments	The spillway was inspected and found to be free of leaks and seepage. The water level was likely below normal pool due to lack of adequate rainfall.
Water Appearance	Clear
Fish/Wildlife	Normal
Primary Spillway	No Blockages
Fountain Services (Single)	Select:
Fountain Comments	

General Comments	Con has severe erosion
Treatment Comments	Select:

Additional Services	Select:
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6/15/26 10:20 AM
30.01751, -81.56721



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 28a	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Select:

Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Select All That Apply:		
Extent of Aquatic Vegetation	Select:		

Images



Galaxy Tab A9
June 15, 2026 10:35

Customer Comments	

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/16/26 6:33 AM
30.1668056, -81.5350852



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 28b	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Select:

Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Select All That Apply:		
Extent of Aquatic Vegetation	Select:		

Images



Customer Comments	

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/16/26 6:34 AM
30.1668056, -81.5350852



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 29a
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Select:

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Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Select All That Apply:		
Extent of Aquatic Vegetation	Select:		

Images



Customer Comments	treated pond for emergent weeds

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 4:52 PM
30.1579735, -81.7350154



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 29b
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Select:

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Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Select All That Apply:		
Extent of Aquatic Vegetation	Select:		

Images



Customer Comments	treated pond for emergent weeds

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 4:50 PM
30.1579735, -81.7350154



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 31	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Trailerred Boat

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Pennywort	Aquatic Vegetation Identified 2	Torpedo Grass
Extent of Aquatic Vegetation	Spotty	Vegetation 2	Spotty

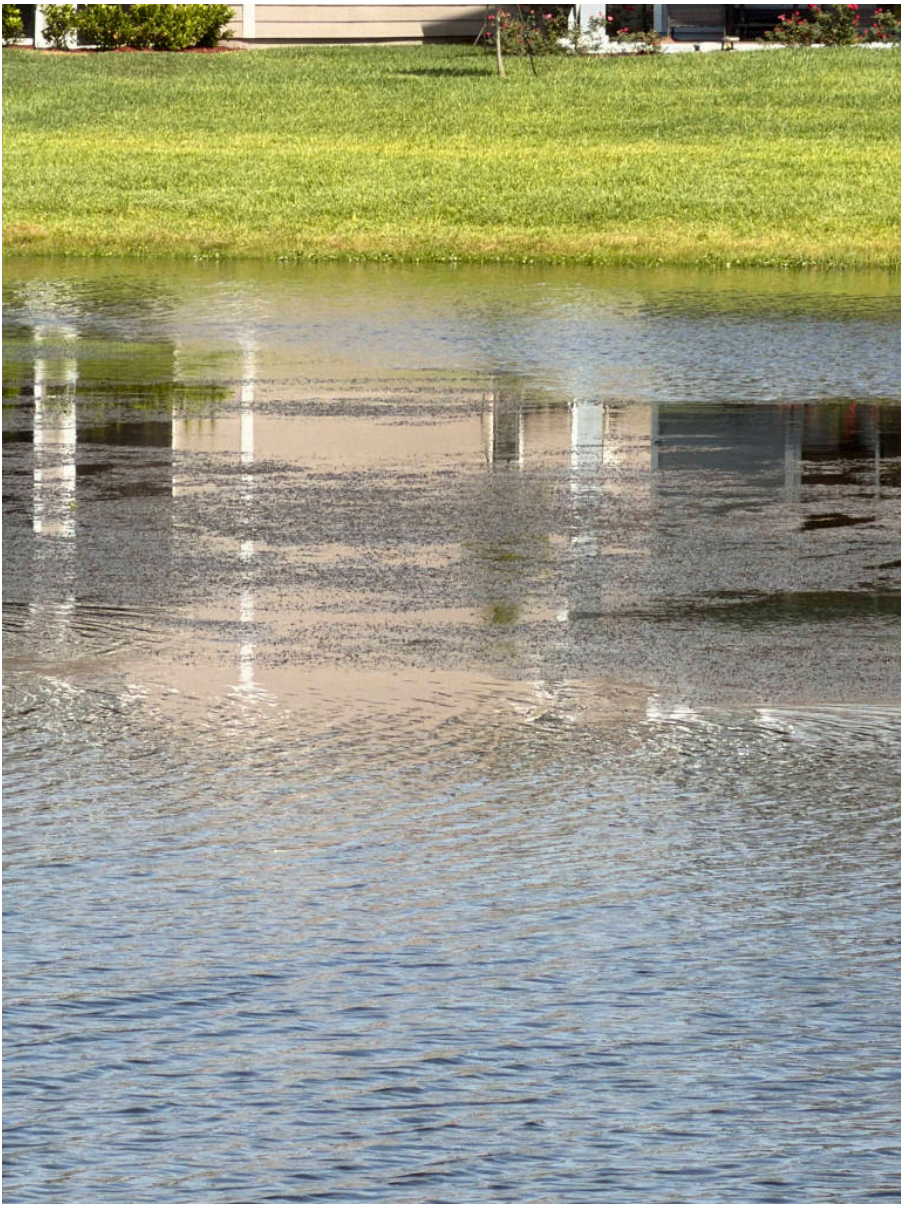
Images



Images



Images



Customer Comments	Pawn looks good overall minor penny war and grasses around the perimeter Chara as located in the pond, however it is brown and dying, will eventually decompose and fall to the bottom
-------------------	--

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Good
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	No Blockages

Water Level Comments	The spillway was inspected and found to be free of leaks and seepage. The water level was likely below normal pool due to lack of adequate rainfall.
Water Appearance	Clear
Fish/Wildlife	Normal
Primary Spillway	No Blockages
Fountain Services (Single)	Select:

Fountain Services (Multiple)	Select:
General Comments	Overall, pond looks good

6/15/26 10:48 AM
30.01769, -81.57109

Fountain Comments	
Additional Services	Select:



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 33	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Backpack

Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Algae	Aquatic Vegetation Identified 2	Bladderwort
Extent of Aquatic Vegetation	Spotty	Vegetation 2	Spotty

Images



Customer Comments	Bladderwort is floating on top of the pond and is entangled with the algae. Grasses are in good shape and beneficial plants are starting to bloom.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Fair
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	No Blockages
Fountain Services (Multiple)	Select:
General Comments	Treated pond for spot may algae mats on pond
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Normal
Primary Spillway	No Blockages
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 12:50 PM
30.02112, -81.57639



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 34	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Backpack

Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Algae	Aquatic Vegetation Identified 2	Chara
Extent of Aquatic Vegetation	Spotty	Vegetation 2	Spotty

Images



Customer Comments	Pond is overall in good condition. It is a little bit of Chara in spots in the pond which will be controlled in the upcoming weeks.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Good
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	No Blockages
Fountain Services (Multiple)	Select:
General Comments	Treated pond for algae and chara.
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Turbid
Fish/Wildlife	Normal
Primary Spillway	No Blockages
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 12:45 PM
30.02112, -81.5764



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 35	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Backpack

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Algae	Aquatic Vegetation Identified 2	Bladderwort
Extent of Aquatic Vegetation	Spotty	Vegetation 2	Spotty

Images



Customer Comments	Bladderwort is floating on top of the pond and is entangled with the algae. Grasses are in good shape and beneficial plants are starting to bloom.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Fair
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	No Blockages
Fountain Services (Multiple)	Select:
General Comments	Treated pond for spotty algae mats on pond.
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Normal
Primary Spillway	No Blockages
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 12:48 PM
30.02112, -81.5764



LPWT Treatment Service

LPWT Treatment Service

Site	Pond 36	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Backpack

Products Used 1

Active Ingredient		Amount Used	
EPA #		Rate	
Unit of Measure			

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Algae	Aquatic Vegetation Identified 2	Bladderwort
Extent of Aquatic Vegetation	Spotty	Vegetation 2	Spotty

Images



Customer Comments	Grasses look good and neat. Bladderwort is starting to top out in the pond and the algae is clinging onto it. Also, the pond is very stagnant. Would recommend getting some type of aeration system to create flow in pond.

LPWT Site Info

Water Level	Full Pool
Aesthetic Appearance	Fair
Erosion/Sedimentation	Present: No recent changes
Level of Trash Removed	Select:
Emergency Spillway	No Blockages
Fountain Services (Multiple)	Select:
General Comments	Treated the pond for algae.
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Clear
Fish/Wildlife	Normal
Primary Spillway	No Blockages
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 12:43 PM
30.02112, -81.57641



LPWT Treatment Service

LPWT Treatment Service

Site	Amenity Pond
Secchi Depth (Feet)	
Water Temp (°F)	
Hardness (mg/l)	

Dissolved Oxygen (mg/l)	
pH (SU)	
Alkalinity (mg/l)	
Method of Application	Select:

--

Products Used 1

--

Active Ingredient

EPA #	
Unit of Measure	

Amount Used	
Rate	

Plants/Algae/Species 1

Plants/Algae/Species	

P/A/S Coverage Percent	
------------------------	--

--

Aquatic Vegetation Identified	Select All That Apply:

Extent of Aquatic Vegetation	Select:

--

Images



Customer Comments	pond was in great shape upon inspection

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 4:40 PM
30.1579698, -81.7350066



LPWT Treatment Service

LPWT Treatment Service

Site	Entry Pond	Dissolved Oxygen (mg/l)	
Secchi Depth (Feet)		pH (SU)	
Water Temp (°F)		Alkalinity (mg/l)	
Hardness (mg/l)		Method of Application	Select:

Products Used 1

Active Ingredient			
EPA #		Amount Used	
Unit of Measure		Rate	

Plants/Algae/Species 1

Plants/Algae/Species		P/A/S Coverage Percent	
Aquatic Vegetation Identified	Select All That Apply:		
Extent of Aquatic Vegetation	Select:		

Images



Customer Comments	pond was in great shape

LPWT Site Info

Water Level	Select:
Aesthetic Appearance	Select:
Erosion/Sedimentation	Select:
Level of Trash Removed	Select:
Emergency Spillway	Select:
Fountain Services (Multiple)	Select:
General Comments	
Treatment Comments	Select:

Water Level Comments	Select:
Water Appearance	Select:
Fish/Wildlife	Select:
Primary Spillway	Select:
Fountain Services (Single)	Select:
Fountain Comments	
Additional Services	Select:

6/15/26 4:38 PM
30.1579698, -81.7350066

EXHIBIT 4

Trout Creek CDD
GM/AGM Operations Report for July 23, 2026

Mischief/ Vandalism:

- Foosball table handles/ bars bent, and end caps removed and destroyed
- Pind pong table net destroyed, and table sat on and warped, handles hit against palm tree and 1 destroyed

Administration:

- Conducted one-on-one meetings for reviews with entire staff
- Attend meeting with Tigris and walked all ponds to set standard for services provided
- Conducted interviews for PT Porter
- Assisted with onboarding process for Maintenance Tech #2 position
- Continued training and onboarding with Resident Services Coordinator #2 position
- Several meetings with residents regarding amenity expansion questions
- Attended several meetings with Greenlaw regarding litigation
- Attended meeting with DM and DC regarding agenda
- Assist lifestyle dept. with several summer events and setup
- Assisted Shearwater Sharks team with procedures and setup
- Work with concrete companies to correct broken sidewalks throughout community
- Oversee fence installation project at Tennis entrance
- Continue to work with HOA, DM, and DC on towing/ parking violation documentation

Reoccurring Meetings/Events:

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

Kayak Hub:

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

Lifestyle:

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

Maintenance/ Vandalism/ Mischief Issues:

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

EXHIBIT 5

Jun 1, 2026–Jun 30, 2026

Category Sales Report

CAFE



Category	Items Sold	Gross Sales
Uncategorized	71	\$98.25
CANDY	468	\$634.25
CHIPS	170	\$340.00
DRINKS	658	\$1,133.50
EXTRAS	3	\$4.00
HOT DRINKS	25	\$26.00
KIDS MEAL	41	\$327.00
PIZZA	107	\$863.00
SANDWICHES	59	\$410.50
SINGLE ITEMS	12	\$50.00
TREATS	581	\$2,319.00
WRAPS/BURGERS	67	\$517.50
Total	2,262	\$6,723.00

EXHIBIT 6

Jun 1, 2026–Jun 30, 2026

Category Sales Report

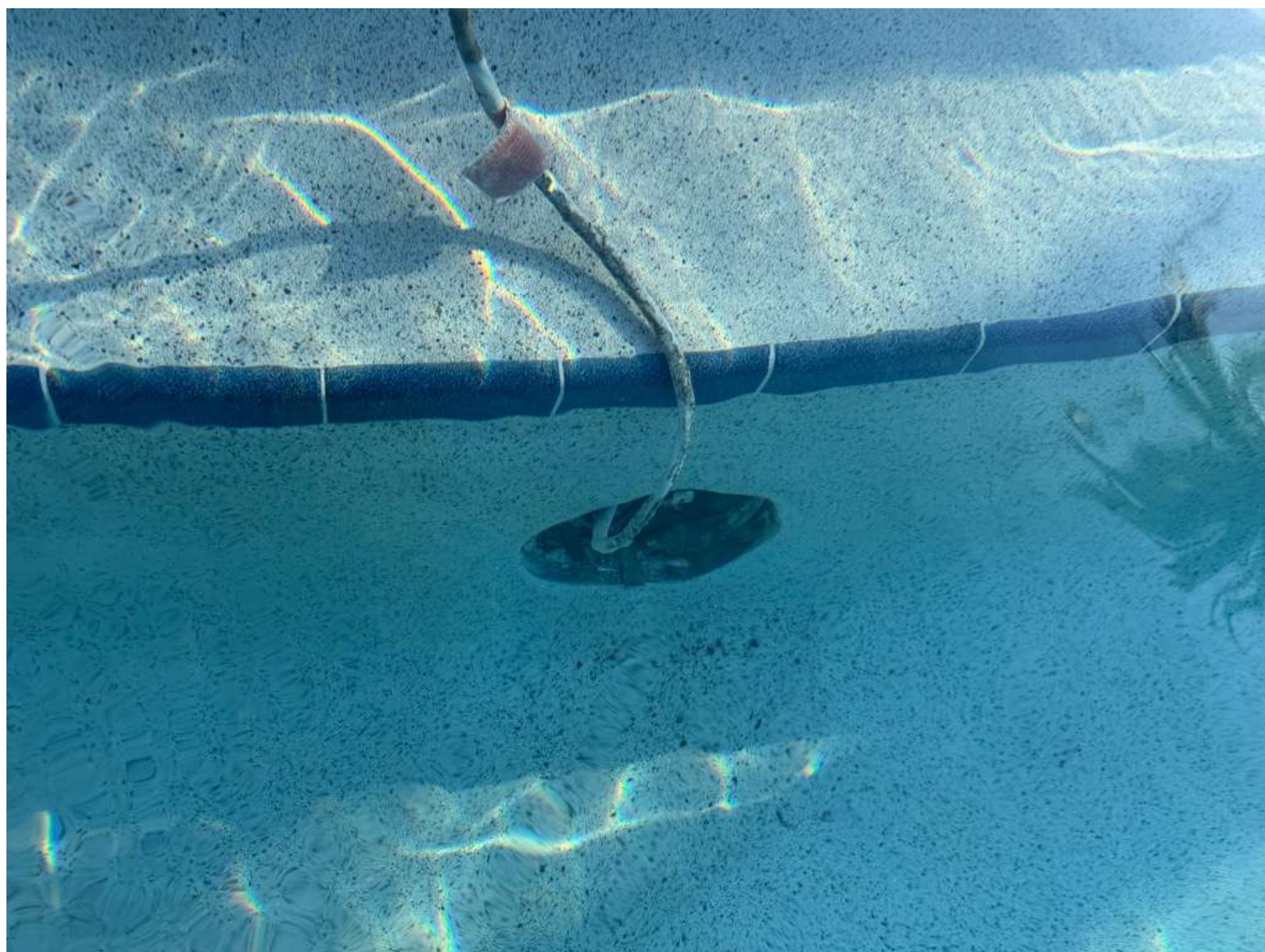
TCCDD



Category	Items Sold	Gross Sales
Uncategorized	11	\$1,158.09
FOBS	49	\$1,470.00
TCCDD Reservations	49	\$3,978.00
Total	109	\$6,606.09

EXHIBIT 7

(1)



Family Pool

Created: Thu, 7/9/2026

Repaired light fixture at family pool (before)

(2)



Family Pool

Created: Thu, 7/9/2026

Repaired light fixture at family pool(after)

(3)



Pavilion

Created: Thu, 7/9/2026

Repaired water damaged columns at pavilion (before)

(4)



Pavilion

Created: Thu, 7/9/2026

Repaired water damaged columns at pavilion (after)

(5)



Fitness Lodge

Created: Thu, 7/9/2026

Replaced LED bulbs At fitness lodge (before)

(6)



Created: Thu, 7/9/2026

Replaced LED bulbs At fitness lodge(after)

(7)

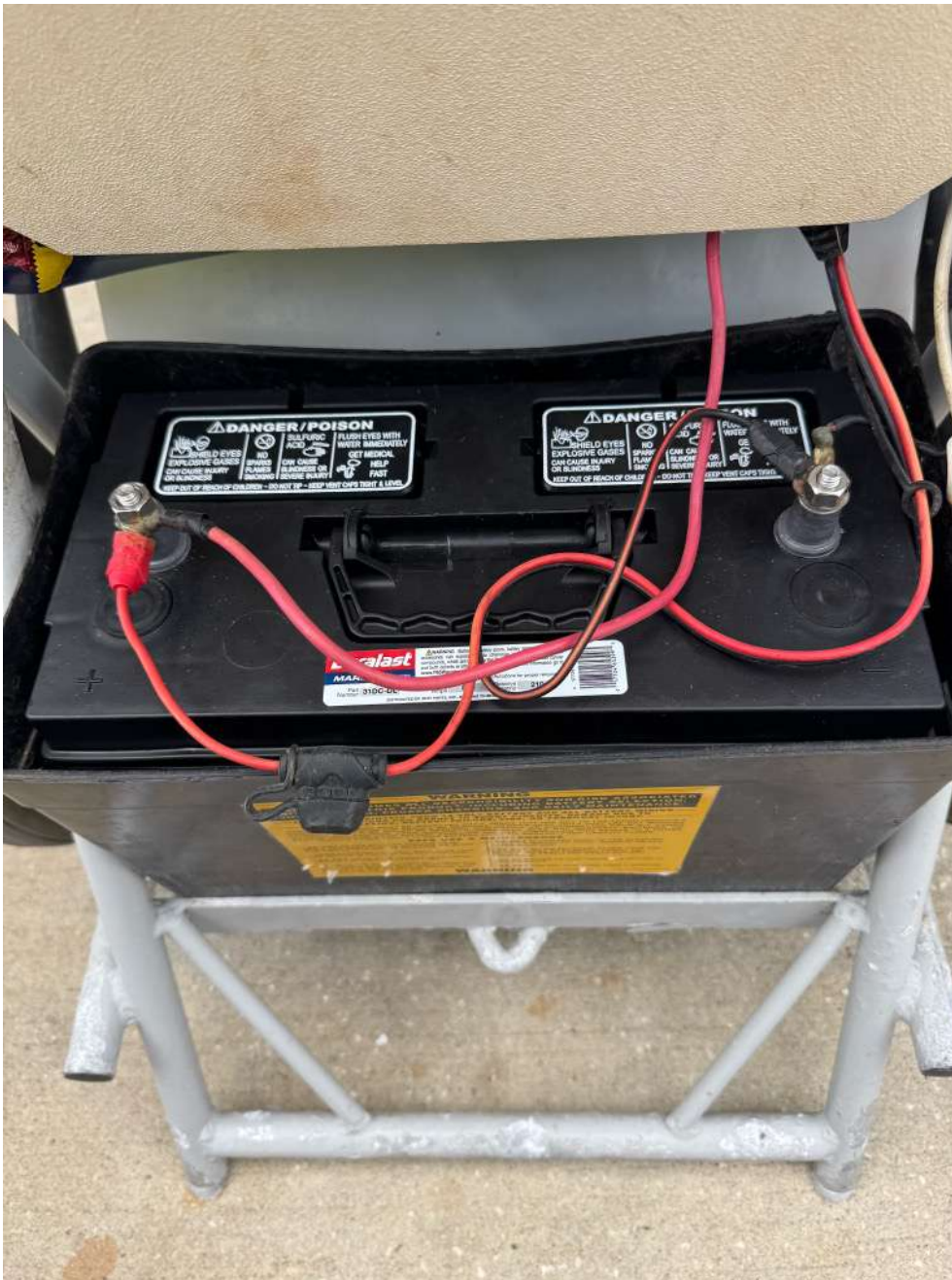


Pool Vacuum

Created: Thu, 7/9/2026

Replaced battery for the pool vacuum purchased 2/22 (before)

(8)



Pool Vacuum

Created: Thu, 7/9/2026

Replaced battery for the pool vacuum purchased 2/22 (after)

(9)



Tot Lot

Created: Thu, 7/9/2026

Replaced broken tire at tot lot, it became a safety concern (before)

(10)



Tot Lot

Created: Thu, 7/9/2026

Replaced broken tire at tot lot, it became a safety concern (after)

(11)



Falls Park

Created: Thu, 7/9/2026

Replaced broken Adirondack chairs at falls park pond overlook (before)

(12)



Falls Park

Created: Thu, 7/9/2026

Replaced broken Adirondack chairs at falls park pond overlook (after)

(13)



Kayak Club

Created: Thu, 7/9/2026

Installed new blackout drapes at kayak club (before)

(14)



Kayak Club

Created: Thu, 7/9/2026

Installed new blackout drapes at kayak club (after)

(15)



Outpost

Created: Thu, 7/9/2026

Replaced weathered trash cans at outpost (before)

(16)

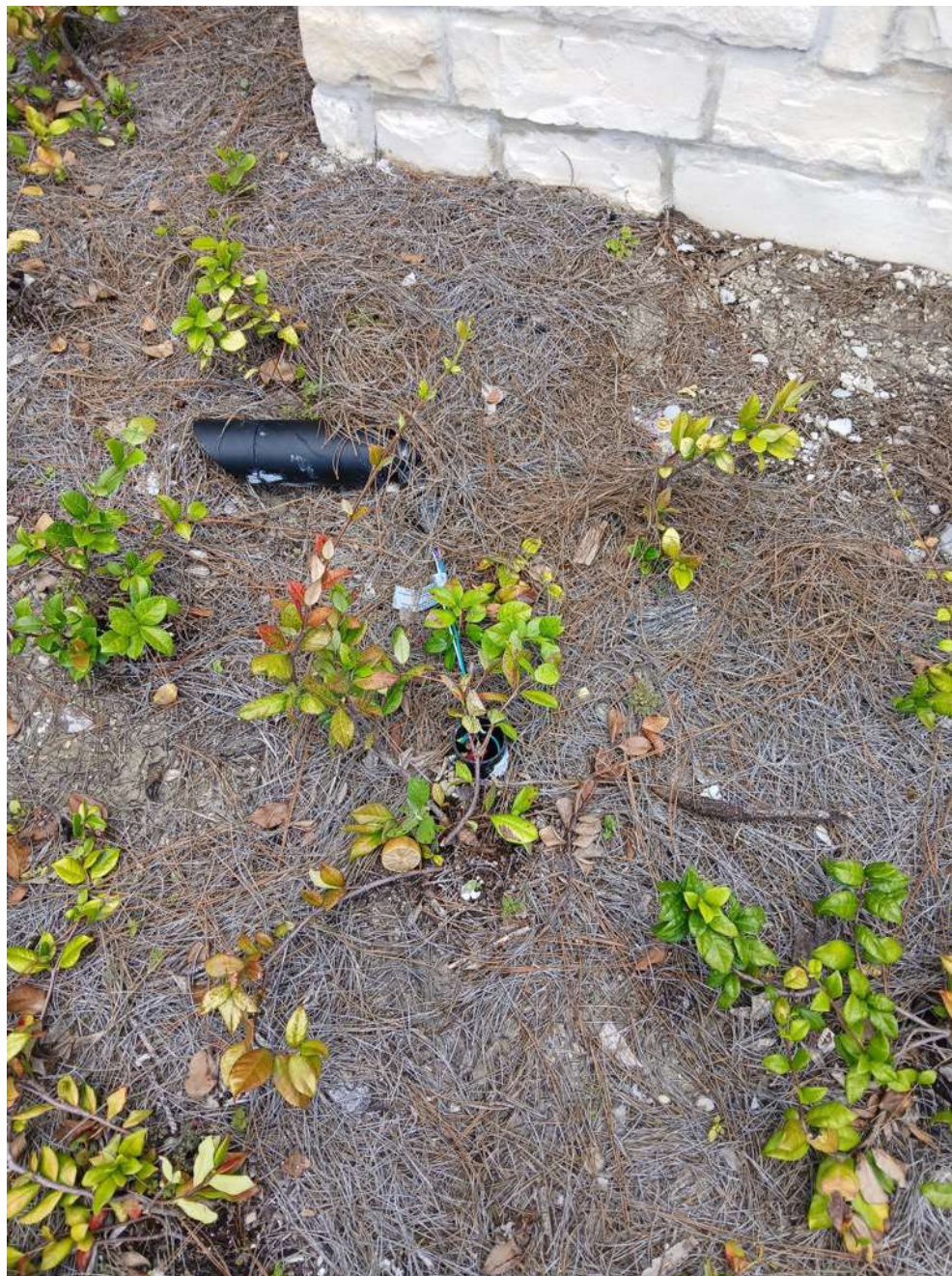


Outpost

Created: Thu, 7/9/2026

Replaced weathered trash cans at outpost (after)

(17)



Monument

Created: Thu, 7/9/2026

Repaired light fixture at the monument of 16A and Sheawater parkway (before)

(18)



Monument

Created: Thu, 7/9/2026

Repaired light fixture at the monument of 16A and Sheawater parkway (after)

(19)



Cart Path

Created: Fri, 7/10/2026

Repaired washout at cart path phase 1 (before)

(20)



Cart Path

Created: Fri, 7/10/2026

Repaired washout at cart path phase 1 (after)

(21)



Lap Pool

Created: Fri, 7/10/2026

Replaced failed VFD at lap pool (before)

(22)



Lap Pool

Created: Fri, 7/10/2026

Replaced failed VFD at lap pool (after)
Completed by Johnnie verdell



EXHIBIT 8

Shearwater Lifestyle

June 2026 Summary Report

Major Community Events

- **Friday Funday Movies - Every Friday at 1pm in the Kayak Clubroom**

Trout Creek CDD families enjoyed a family-friendly movie with a different movie-themed snack & beverage each week. Feature presentations included: Toy Story 4, How to Train Your Dragon, Mary Poppins Returns and Moana. Each week ran between **25-50 attendees**.

- **Summer Sensations - Saturday, June 6**

Residents relaxed by the Kayak pools while enjoying their favorite summer tunes offered from DJ Graham and the Kayak Cafe offered incredible specials from 11am-2pm.

- **Food Truck Friday - Friday, June 12 & 26**

A variety of cuisine options from participating Food Vendors were offered on the Event Lawn from 5-8pm.

- **Dad You Rock - Father's Day Event - Saturday, June 20**

Trout Creek CDD fathers were honored at this family-friendly event from 11am-2pm at the Kayak Pools. Dads were treated to special treats including a cup of free beer. Participants competed in a Famous Father Trivia game and hula hoop contest as their families cheered them on. Two dads received a BBQ "Lunch on Us" in the raffle & children used their creativity to paint rock paperweights for their fathers while families captured memories at the photo booth.

250+ attendees

Social & Community Engagement

- **NBA Playoff 1 Watch Party - Thursday, June 3**

NBA fans gathered to watch the Knicks take on the Spurs during Game 1 at 8pm in the Kayak Clubroom. **10 attendees**

- **Coffee & Conversations** - Cancelled due to lack of sponsor

- **Yappy Hour - Thursday, June 18**

Four-legged friends and their families had a ball at the Shearwater Dog Park from 4-6pm. Upbeat music created excitement as dogs were treated to a yummy snack and dog toy. Mr. Softee was also onsite offering ice cream desserts. VEG ER for Dogs sponsored this event. **25 attendees**

- **World Cup Watch - Friday, June 19**

Residents cheered for USA on the big screen in the Kayak Clubroom beginning at 3pm. Attendees were offered fresh popped popcorn and sweet treats. **10 attendees**

- **55+ BINGO Night - Friday, June 26**

Trout Creek CDD adults ages 55 & over enjoyed an evening of BINGO games, prizes, delicious popcorn bar, music and fun with community neighbors and friends. **17 Attendees**

Recurring & Educational Programs

- **Curiosity University** sessions were held on **6/2, 6/9, 6/16, 6/23** with **12+ attending** each week.

- **SJCO Book Mobile - Mondays**

Weekly visits from the Book Mobile from 10am - 2pm on the Event Lawn.

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

The Blood Mobile was located in the Kayak Club parking lot from 10am-3pm. **Thirteen** residents donated blood this month which will impact the lives of 43 patients.

Cafe Takeover & Vendor Activity

Cafe Takeovers

- Complicated Dough - 6/9
- Scoops of Flavor - 6/25 (Rained Out)

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

EXHIBIT 9

June, 2026

Lifestyle Profit & Loss

Monthly Summary Detail	Estimated	Actual
Total monthly income	\$0.00	\$5,589.54
Total monthly expense	\$0.00	\$1,924.90
Total monthly profit	\$0.00	\$3,664.74

EVENT REVENUE/ COST		
Father's Day	Revenue	Cost
Tipsy Truvy/Bartender(Beer)		\$150.00
Webstaurant/Event supplies		\$119.25
Beerz(Broudy's)		\$275.96
Beer Keg/Tap(Credit)(Broudy's)	\$90.00	
Amazon/Game Prizes		\$75.54
Amazon/Game Prizes		\$16.45
Sam's/Dad's Treats		\$55.44
Walgreens/Photo spot supplies		\$15.98
DJ John		\$300.00
Publix -Ice		\$29.95
Amazon-photo booth/supplies		\$19.88
Walmart craft supplies		\$69.50
Amazon/craft supplies(rocks)		\$32.99
Total	\$90.00	\$1,160.94

Friday Funday Movies	Revenue	Cost
Popcorn/Snack supplies(Amazon)		\$128.29
Walmart/Moana snacks		\$15.60
Walmart/Toy Story Snacks		\$42.70
Walmart/Moana snacks		\$24.74
Amazon/Drink		\$14.99
Amazon/Treat Mary Poppins		\$37.75
Walmart-drinks		\$14.85
Sam's-Candy		\$55.22
Total	\$0.00	\$334.14

Bingo	Revenue	Cost
Walmart-prizes/snacks		\$80.38
Walmart-snacks		\$24.75
Total	\$0.00	\$105.13

Summer Sensations	Revenue	Cost
DJ Graham 6/6		\$300.00
Total	\$0.00	\$300.00

Miscellaneous	Revenue	Cost
Event Supplies/Amazon		\$24.69
Total	\$0.00	\$24.69

Events Summary	Actual
Total income	\$90.00
Total expense	\$1,924.90
Total Profit	-\$1,834.90

VENDOR REVENUE - 10% OF ALL SALES

Vendor	Payment Method	Income
Village Vendor	Check(\$125 & \$100)Deposited in July	\$0.00
904 Tennis	Check	\$427.90
KK Sweet Boutique	Square	\$10.25
Little Pancake Truck	Square	\$64.32
Cardio Funk(Lauren)	Square	\$73.50
Feisty Fruit	Square	\$25.39
Planet Pizza	square	\$82.85
Thiago Gomes Mantovan	Square	\$240.00
STEAM camp	Square	\$3,790.75
Aqua Zumba(Megan)	Square	\$104.00
Sunset Slush x2	Square	\$404.10
Little Pizza Truck	Square	\$68.40
The Father's Heart BBQ	Square	\$120.00
Complicated Dough	Square	\$61.58
Zumba - Songhwanara	Check	\$26.60
Total		\$5,499.64

EXHIBIT 10

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Transition Progress Report | March 2026 – July 2026

Prepared by: Howard McGaffney, District Manager

“Building a stronger foundation through fiscal stewardship, transparency, accountability, and continuous improvement.”

Executive Summary & District Manager's Statement

Over the past five months, the Trout Creek Community Development District (the "District") has undergone a comprehensive operational transition. This period marked the simultaneous launch of new District Management, Accounting, and Administrative Services, alongside the statutory development and adoption of the FY 2027 Budget.

Resolving Legacy Operational Challenges

As District Manager, my immediate priority during this transition was addressing and resolving numerous complex, historical legacy issues. Correcting these inherited administrative, financial, and operational inefficiencies was a critical prerequisite before the District could successfully pivot to new business initiatives. Stabilizing these foundational processes has been a demanding but necessary endeavor to protect public assets and restore the District's integrity.

Ongoing Legal Matters

In tandem with District Counsel, the District Manager is currently handling a significant volume of active legal matters requiring time consuming executive oversight. This includes four potential lawsuits, two of which involve previous contractors. Because these disputes are active and pending, I cannot comment or provide further details at this time. However, be assured that we are coordinating closely with District Counsel, outside legal teams, and our insurance carriers to defend the District's interests.

Despite these legacy and legal headwinds, we have made substantial progress in strengthening financial oversight, launching modern administrative systems, and establishing a transparent governance structure for the Board of Supervisors and the community.

Executive Dashboard: Transitional Milestones

Operational Pillar	Key Achievements & Fiscal Impact
Governance & Leadership	• Restored management continuity and successfully guided the FY 2027 Budget through statutory processes. • Prepared and issued the comprehensive Landscape Maintenance Request for Proposals (RFP). • Secured full District ownership and administrative control of the official website.
Financial Stewardship	• Negotiated an additional 50 basis points on investment accounts, yielding \$20,000 in new annual interest. • Secured an additional \$25,000 developer contribution for infrastructure, landscape, and irrigation improvements. • Restored monthly financial reporting and supported the independent FY 2025 audit.
Accounts Payable & Controls	• Launched a fully electronic Accounts Payable (AP) workflow with an automated audit trail. • Re-established legacy banking relationships and restored standard purchasing workflows. • Achieved full compliance with the Florida Prompt Payment Act.
Transparency & Technology	• Implemented live-streaming of regular Board of Supervisors meetings. • Upgraded public access to approved meeting minutes, agendas, and district records. • Launched an electronic tracking system for vendor Certificates of Insurance (COI).

District Management & Operations

Throughout the transition, District Management maintained leadership continuity by facilitating all Board meetings and workshops, managing consultant communications, and coordinating with County officials on Board-directed initiatives.

Key achievements in this sector include:

- **FY 2027 Budget Development:** Completed and guided the budget successfully through the statutory process under tight legislative deadlines.
- **Landscape Maintenance RFP:** Drafted and prepared competitive procurement documents to optimize field operations and service quality.
- **Intergovernmental Coordination:** Collaborated with County officials and professional consultants to advance local community development initiatives.

Accounting & Financial Transformation

Rebuilding the District's financial systems required restoring basic governmental accounting structures while simultaneously supporting the independent audit of FY 2025 records (compiled prior to the transition).

Reporting & Accountability

- **Reconciliations & Transparency:** Monthly financial reporting has been fully restored and expanded. Beginning with the May financials, reports now incorporate formal account balances reconciliation. Standard packages now feature Balance Sheets, month-to-month dashboards, and detailed variance reports.
- **Audit Support:** Accounting staff actively engaged with independent auditors to compile missing documentation and accelerate the completion of the FY 2025 audit.
- **Banking Relations:** Successfully re-established critical banking relationships to stabilize liquidity operations and ensure consistent purchasing capabilities.

Strengthened Internal Controls

To mitigate historical vulnerabilities, we implemented much needed, multi-level electronic invoice routing and approval process. This electronic workflow ensures full compliance with the Florida Prompt Payment Act and creates a permanent, digital audit trail for every transaction.

These include:

- Multi-level invoice review and approval.
- Electronic invoice management and retention.
- General Manager-level coding and approval review.

- District Manager final approval.
- Accounts Payable Manager's review.
- Comprehensive electronic audit trail.
- Improved financial transparency and accountability.

Administrative & Technological Upgrades

Modernizing the District's administrative infrastructure has focused on statutory compliance, document retention, and public accessibility.

- **Records Management:** Transitioned to secure, electronic records management. This includes digital storage for all public records and automated tracking of vendor Certificates of Insurance (COI) to shield the District from liability.
- **Board Agenda Optimization:** Re-engineered Board agenda packages to improve navigation, formatting, and ease of reading for both Supervisors and the public.
- **Public-Facing Technology:** Secured direct District ownership of the public website. We have leveraged this ownership to post approved meeting minutes quickly and integrate live-streaming for all regular Board meetings.

Community Engagement

To foster transparency and build trust, District Management is launching a communications initiative “**District Manager Roundtable Discussions**”.

These informal, public sessions will provide residents with direct access to District leadership. The roundtables will focus on clarifying District responsibilities, explaining financial stewardship and capital planning, providing an outline of board priorities, and answering community questions in an open forum.

Looking Forward

The initial months of this transition were necessarily focused on correcting legacy accounting, administration and oversight opportunities, while establishing a compliant organizational foundation. District Management will shift its focus toward long-term strategic planning, asset management, and continuous process improvement, and we remain committed to delivering professional, transparent, and fiscally responsible leadership to the Board of Supervisors and the residents of Trout Creek.

Very Respectfully,

Howard McGaffney-District Manager
Trout Creek Community Development District

EXHIBIT 11

Board Requested Revisions for Aquatic Proposals

During the Board workshop last week, the Board discussed the proposal and identified several revisions they would like to see before moving forward with consideration. Would your team be able to incorporate the changes below and provide an updated proposal for inclusion in the upcoming CDD meeting agenda? We would need this by Friday this week.

The requested revisions are:

- Use of only 3 lanes in the Trout Creek lap pool.
- Program dates limited to mid-September through April.
- No usage during holiday breaks or Spring Break, as the pools are reserved for resident use and community events during those periods.
- Operations limited to Monday through Thursday.
- Pool usage restricted to the hours of 3:30 PM to 5:30 PM.
- The Board is seeking additional cost-sharing for pool heating and lighting associated with evening swim activities. Increased financial participation from your organization could potentially allow for expanded usage opportunities. Would your team be willing to contribute additional funding toward these expenses while maintaining the monies already proposed.
- Participation limited to Shearwater residents only, with no non-resident swimmers permitted initially.

Additionally, if the proposal is approved, District Counsel will work with both your organization and Sporting Jax Aquatics to develop a formal agreement for execution by all parties, including the Board and legal counsel.

Please reply all, as I will be on vacation and Belynda may be able to respond more quickly. If you have any questions, please don't hesitate to reach out.

Thank you, and we look forward to hearing from you!

EXHIBIT 11A

Sporting Jax Aquatic Club

Thank you for taking the time to share the proposed terms. We appreciate the opportunity to continue discussing a partnership and have given the proposal careful consideration.

A few thoughts from our perspective:

- Reducing the program from four lanes to three lanes significantly impacts the number of swimmers we can safely and effectively accommodate. With four lanes, we can support approximately 48 swimmers across two sessions while maintaining an appropriate coach-to-swimmer ratio and a positive learning environment. At three lanes, capacity drops to approximately 36 swimmers, which creates challenges in building a sustainable program.
- Based on the proposed lane allocation and resident-only participation, reaching the 40–50 swimmer threshold discussed as necessary for long-term program viability appears unlikely. While we certainly hope there is strong interest from Shearwater residents, we want to be realistic about participation projections.
- To offset the reduced capacity and maintain the quality of instruction, we would likely need to increase the monthly program fee from \$135 to \$150 per swimmer. Even with that adjustment, additional revenue-sharing beyond the current proposal would be difficult for us to support.
- Our original commitment to invest \$10,000 into the program was based on projections of approximately 40 swimmers along with the anticipated upfront family registration fees. Given the uncertainty surrounding enrollment under the proposed structure, we would need to modify that commitment. We could invest \$5,000 once enrollment reaches 20 swimmers and an additional \$5,000 if enrollment reaches 40 swimmers.
- We also have concerns regarding the long-term ability to recover investments related to facility enhancements, including lighting, under the current participation and lane-use limitations.

We genuinely want to find a path forward that benefits both Shearwater and Sporting Jax Aquatic Club. We believe there is an opportunity to create a strong program for the community, but it is important that the structure allows us to operate a quality program that is sustainable for both parties.

We remain open to discussing alternatives and would welcome the opportunity to continue working through potential solutions together.

Thank you,

James Loggins

COO - Sporting Jax Aquatic Club

EXHIBIT 11B

SwimRise Aquatics

I have attached an updated proposal for your review. We made a few adjustments that we believe will help ensure the program's success and sustainability.

Instead of 3 lanes, we would like to request access to 4 lanes. This will allow us to accommodate the appropriate number of participants and operate the program effectively.

Additionally, if possible, we would like to add Fridays for one hour only. Having access on Fridays would allow us to create an additional training group that would complement the overall program.

We would also like to request extending the agreement from mid August through April (with Spring Break excluded, of course). While we would not operate the regular program during May, we would like to have access to the pool from 7:30 AM to 9:30 AM for swim lessons.

This would allow us to continue providing lessons to the community and offer private instruction opportunities for children participating in the summer league. Having this access would greatly help us maintain operations through June and until approximately July 20.

Regarding the lighting, concluding by 5:30 PM, so additional pool lighting would not be necessary for our use.

Thank you for your consideration. We appreciate the opportunity to work together and look forward to your feedback.

Best regards,

Junior Temotio
Founder & Head Coach
SwimRise Aquatics

PARTNERSHIP PROPOSAL

SwimRise Aquatics

*A Year-Round Aquatic Programming Partnership
for the Shearwater Community*



Prepared for the Shearwater HOA / District

Submitted by SwimRise Aquatics

A Partnership for Year-Round Aquatic Excellence

SwimRise Aquatics proposes a formal partnership with the Shearwater community to deliver professional, year-round aquatic programming at the Shearwater Community Pool.

Our mission is to enhance water safety, advance swimmer development, and strengthen community engagement through structured, inclusive, and professionally managed swim programs.



Water Safety

Professional instruction grounded in nationally recognized safety standards.



Skill Development

A clear pathway from first lesson to elite-level competitive swimming.



Community Engagement

Inclusive programming designed for all ages and ability levels.

Proposed Schedule & Shared Access



LOCATION

Shearwater Community Pool

SwimRise Pool Access

WEEKLY HOURS

Mon – Thu

3:30 – 5:30 PM

Fri 4:00 – 5:00 PM

LANES

4 Lanes

reserved for programming

SEASON

Mid-Aug – April

May off for summer swim

SUMMER SEASON — JUNE THROUGH JULY 15

Optional morning lessons only, 7:30 – 9:30 AM, to keep our swimmers connected through the summer.



Shared Access Commitment — One lane will remain open at all times during programming for resident lap swimmers.

A Complete Spectrum of Aquatic Services



Competitive Swim Team

- Year-round training program
- Certified USA Swimming coaches
- Athlete development from beginner to elite level



Learn-to-Swim Program

- Beginner through advanced instruction
- Strong focus on water safety
- Confidence-building progression



Adaptive Aquatics

- Specialized lessons for individuals of all abilities
- Instructors with adaptive training certifications
- Inclusive, supportive environment



Stroke Lessons (Competitive)

- Detailed stroke analysis and refinement
- Video analysis for technical feedback
- Targeted improvement for racing performance

Built on a Foundation of Trust and Compliance



**Safety First.
Always.**

Every coach, every swimmer, and every session is backed by professional certification and full insurance coverage.



USA Swimming Certified

All coaches hold current USA Swimming certifications + CPR/AED Certifications



Background Checked

All staff complete background checks and SafeSport compliance.



Insured Participants

Every enrolled swimmer is insured through USA Swimming.



Liability Coverage

Additional liability insurance is carried by SwimRise Aquatics.

An Established Relationship with Shearwater

SwimRise Aquatics is already a proud sponsor of the Shearwater Sharks summer team and has provided dedicated coaching support throughout the season.

This existing relationship establishes a seamless year-round pathway for Shearwater swimmers to continue their development beyond the summer season.



THE SWIMMER PATHWAY

Summer

1

Shearwater Sharks

Seasonal team participation

Year - Round

2

SwimRise Programs

Continuous skill development

Long - Term

3

Competitive & Elite

USA Swimming athlete pathway

Inclusive Aquatics for Every Swimmer by The We Rise Foundation



OUR MISSION

Providing inclusive swimming programs that create opportunity, foster independence, and build lifelong skills for swimmers of all abilities.



Equitable Inclusion

Programming designed for swimmers of varying abilities, with thoughtful accommodations.



Water Safety Education

Outreach and instruction that bring water safety to vulnerable and underserved communities.



Lasting Impact

Building character, connection, and confidence that extend beyond the pool.

Lasting Value for Shearwater Residents



Year-Round Development

Continuous swimmer growth and progression beyond the summer season.



Enhanced Water Safety

Professional instruction that strengthens safety across the community.



Convenience at Home

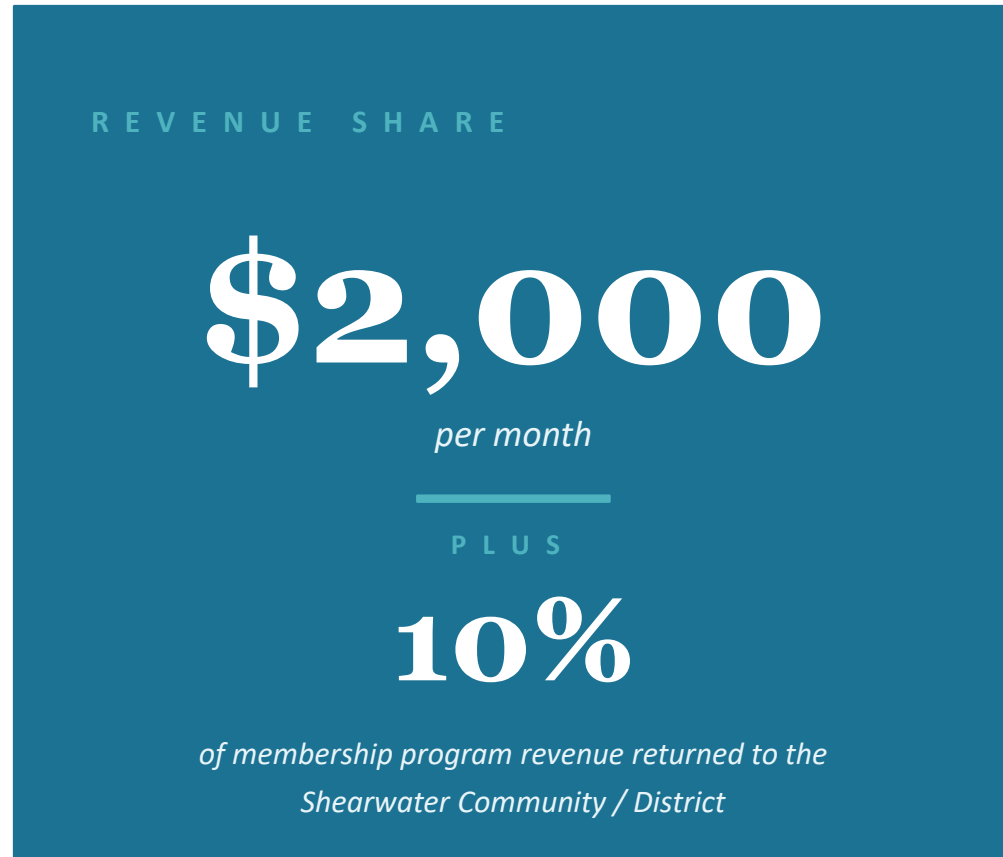
High-quality programming delivered within the neighborhood.



All Ages, All Abilities

Inclusive offerings that serve every resident and skill level.

A Simple, Transparent Partnership Model



Full Operational Management

SwimRise Aquatics manages every aspect of program delivery, ensuring zero administrative burden on the community.



Registration

All swimmer registration and enrollment management



Staffing

Coach hiring, certification tracking, and supervision



Scheduling

Practice schedules, lesson coordination, and pool time



Operations

Insurance, billing, communications, and program logistics

Expanding the Partnership Together

Beyond core programming, SwimRise Aquatics offers a range of additional collaboration opportunities to enrich life in Shearwater.



Summer Camps & Clinics

Seasonal swim camps and skill-focused clinics designed to keep swimmers engaged through every break.



Technique Workshops

Specialty training sessions covering stroke mechanics, race strategy, and individual skill refinement.



Community Events

Aquatic programming support for community events, swim meets, and resident-focused activities.

I N C L O S I N G

A Lasting Partnership for Shearwater.

SwimRise Aquatics is committed to building a strong, long-term partnership with the Shearwater community — providing a safe, inclusive, and high-quality aquatic environment that contributes to the growth and value of the neighborhood.

Thank you for your consideration.

We look forward to the opportunity to work together.

[Return to Agenda Pg. 2](#)



EXHIBIT 12

EXHIBIT 12A



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 12B

EXHIBIT 13

EXHIBIT 13A



July 09, 2026

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

Attn: Jessica

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 dirt hills from Falls Park. We will regrade the area and finish off with st augustine sod. All irrigation will be adjusted for proper coverage.

Materials:

Description	Quantity	UM/Size
St Augustine sod	12	Pallets

Miscellaneous:

Description
Grade/ Demo
Irrigation Repairs/ adjusting
Equipment

Total price* : \$12,000_____ Initial

- Installation of plant material, sod, and seed shall be in accordance with generally excepted state/local industry specifications and guidelines.

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

- 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

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

- 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: _____

EXHIBIT 13B



January 09, 2026

322 Paseo Reyes Drive
St. Augustine , FL 32095

Attn: Jessica.jessica.knutelsky@fsresidential.com

Re: Sod removal on dirt mounds

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

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

Materials:

Description	Quantity	UM/Size
St Augustine sod	18	Pallets

Miscellaneous:

Description
Grade/ Demo

Total price* : \$11,377 _____ Initial

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

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

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

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

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

Additional watering: YES _____ NO _____

Terms and Conditions

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

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: _____

EXHIBIT 14

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

Landscape Proposal

Job Name: Falls Park E-Bike Damage
Property Name: Trout Creek CDD PH2
Client: FSR - Belynda Tharpe
Address:
City/State/Zip:
Phone:

Job # 10jx1081.102
Date: July 13, 2026

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

Description

Prestige Landscapes proposes to install the materials listed below to repair the E-Bike track created within Falls Park. All dirt removed from existing hills will be transferred to ph1 nature trail entrances.

Materials & Services	Quantity	Unit Price	Total
St. Augustine "Floritam"	8,100 \$	1.23 \$	9,941.56
LABOR (Tractor work for hill removal)	30 \$	75.00 \$	2,250.00
Irrigation Repairs (repairs and relocation due to hill removal and machine work)	1 \$	2,300.00 \$	2,300.00

TOTAL PRICE \$ **14,491.56**

ACCEPTANCE OF TERMS

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

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

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

Client:

Prepared by:

Prestige Landscapes of North Florida, Inc.

Date:

Date: July 13, 2026

EXHIBIT 15

RESOLUTION 2026-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Trout Creek Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. Howard McGaffney is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Jacquelyn Leger is appointed Assistant Secretary.

Christine Richie is appointed Treasurer.

Patricia Kehr is appointed Assistant Treasurer.

Scott Smith is appointed Assistant Treasurer.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 23rd day of July, 2026.

ATTEST:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT 16

RESOLUTION 2026-17

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S); AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 190, Florida Statutes, the funds of the District shall be disbursed by the Treasurer and by other such person(s) as may be authorized by the Board; and

WHEREAS, the Board has previously established a local operating bank account for the District; and

WHEREAS, the Board has previously designated authorized signatories on the bank account; and

WHEREAS, the Board desires to rescind and repeal the prior designation and designate new signatories on the account.

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

SECTION 1. Vesta District Services is directed to maintain a local bank account for the District.

SECTION 2. Christine Richie, Treasurer, Patricia Kehr, Assistant Treasurer, and Scott Smith, Assistant Treasurer, shall be appointed as signors on the account.

SECTION 3. Christine Richie, Treasurer and Patricia Kehr, Assistant Treasurer, and Scott Smith, Assistant Treasurer, are authorized to open and close accounts and transfer the funds if needed as set forth herein or as otherwise directed by the Board.

SECTION 4. All previous signers on the District's accounts shall be automatically removed effective as of July 23, 2026.

SECTION 5. This Resolution shall take effect on July 23, 2026, and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 23rd day of July, 2026.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair, Board of Supervisors

EXHIBIT 17

RESOLUTION 2026-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSALS FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Trout Creek Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the “**Act**”); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain certain public improvements; and

WHEREAS, the District Board of Supervisors (“**Board**”) hereby determines and finds that it is necessary, proper, and in the District’s best interests to competitively solicit proposals through a Request for Proposals (“**RFP**”) process for landscape and irrigation maintenance services and other related improvements within the District (the “**Project**”); and

WHEREAS, the Board desires to authorize the distribution and issuance of the RFP for the Project, and desires to approve the RFP Notice, Instructions to Proposers, and Evaluation Criteria to be included therein in substantially the form attached hereto and incorporated herein by reference as **Composite Exhibit A**; and

WHEREAS, the Board desires to authorize the Chairman or Vice Chair in consultation with District staff, to effectuate any further revisions to the Project Manual, including the documents attached as **Composite Exhibit A** to this Resolution, except as it relates to the Evaluation Criteria, as is in the best interests of the District.

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

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby approves the distribution and issuance of the RFP for the Project and approves in substantial form the RFP Notice, Instructions to Proposers, and Evaluation Criteria, as attached hereto as **Composite Exhibit A**, which documents may be subject to further review and revision by District staff, as finally approved by the District’s Chairman or Vice Chair. The Board further authorizes the Chairman or Vice Chair, in consultation with District staff, to finalize the RFP Project Manual and associated contract documents, including final dates and exhibits.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 23rd day of July 2026.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairman/Vice Chair, Board of
Supervisors

Composite Exhibit A: RFP Notice/Instructions to Proposers/Evaluation Criteria

Composite Exhibit A

DRAFT RFP Notice/Instructions to Proposers/Evaluation Criteria

**LANDSCAPE AND/OR IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (LMS-09-11-2026)
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
St. Johns County, Florida**

Notice is hereby given that the Trout Creek Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained from the District’s office c/o Vesta District Services, located at **250 International Pkwy., Ste. 208, Lake Mary, Florida 32746, beginning September 11, 2026**, or by emailing jleger@vestapropertyservices.com with a copy to howard@cddmanagers.com.

There will be a mandatory pre-proposal meeting held on September 18, 2026, at 10:00 a.m. at 100 Kayak Way, St. Augustine, Florida 32092. In order to submit a proposal, each Proposer must (1) be authorized to do business in the County of the project and the State of Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and/or irrigation maintenance contractor, depending upon the scope of services included in the proposal. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have requested and received the Project Manual or otherwise registered with the District Manager.

Firms desiring to provide services for this project must submit **one (1) original and eight (8) hard copies of their proposal AND a PDF file on a flash-drive no later than October 9, 2026, at 10:00 a.m. (EST) at 100 Kayak Way, St. Augustine, Florida 32092, Attention: Howard McGaffney.** The proposals will be publicly opened at that time and place. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

There will be a Board of Supervisors meeting, held at 100 Kayak Way, St. Augustine, Florida 32092 on Thursday, October 22, 2026, at 6:00 p.m. The Board of Supervisors will review proposals, rank and make their selection at this meeting or at the next scheduled meeting.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within three (3) business days after the day of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, or contract documents. **Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager, 250 International Pkwy., Ste. 208, Lake Mary, FL 32746, or by sending an email to howard@cddmanagers.com.**

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest of the District to do so. **All questions relative to this project shall be directed in writing by email only to Howard McGaffney at howard@cddmanagers.com with a copy to Jennifer Kilinski at Jennifer@cddl原因ers.com. and Mitchell Zwang at Mitchell@cddl原因ers.com.**

Trout Creek Community Development District
Howard McGaffney, District Manager

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
Landscape and Irrigation Maintenance Services (LMS-09-11-2026)
St. Johns County, Florida

Instructions to Proposers

1. DUE DATE. A written sealed proposal (“Proposals”) with **one (1) original, and eight (8) hardcopies AND a PDF file on a flash-drive** must be received from interested parties (“Proposer”) no later than **October 9, 2026, at 10:00 A.M. at 100 Kayak Way, St. Augustine, Florida 32092, Attention: Howard McGaffney**. Proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
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September 25, 2026 at 5:00 P.M.	Deadline for Questions.
October 2, 2026 at 5:00 P.M.	Responses to Questions.
October 9, 2026 at 10:00 A.M.	Proposal Submittal Deadline.
October 22, 2026 at 6:00 P.M.	Board Meeting, Review of Proposals, Ranking & Selection
January 1, 2027	Estimated Contract Start Date

3. SIGNATURE ON PROPOSAL. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

4. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an “as is” condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **In the event that the site is not to industry standard conditions, the proposer shall submit as part of its proposal a list of**

items and proposed pricing for bringing the items up to industry standard conditions. Otherwise, the proposer shall be deemed to have accepted the site and shall maintain the site in a condition consistent with industry standards and at the lump sum pricing set forth in the proposal.

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6. PROJECT MANUAL. The "Project Manual," and any addenda thereto, will be available from the District Manager's office by sending an email to howard@cddmanagers.com with a copy to jleger@vestapropertyservices.com.

7. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to the responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via email only, to Howard McGaffney at howard@cddmanagers.com and Jennifer Kilinski at Jennifer@cddlawayers.com and Mitchell Zwang at Mitchell@cddlawayers.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after SEPTEMBER 25, 2026, at 5:00 p.m. will not be answered. Answers to all questions will be provided to all Proposers by e-mail by OCTOBER 2, 2026 at 5:00 p.m. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

9. SUBMISSION OF PROPOSAL. Submit one (1) original, and eight (8) hard copies AND one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Trout Creek Community Development District – Landscape and Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

10. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

11. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project

Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

12. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four (4) parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, the Sworn Statement Regarding Scrutinized Companies, and the Anti-Human Trafficking Affidavit.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three (3) references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed pricing in the proposal. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. **Unit costs for annuals, including installation, should be provided** as Part 4 and included in the Total for Parts 1-5 of the contract amount.

13. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

14. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its

sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

15. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

16. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract substantially in the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis at the then-current contract pricing until either party has provided the other party thirty (30) days' written notice of its election to terminate such month-to-month arrangement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

17. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in the County of the project and the State of Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and/or irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be considered in the evaluation and scoring of the Proposal.

18. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

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

20. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed ninety (90) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

21. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

22. BLACK OUT PERIOD/CONE OF SILENCE. The blackout period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation. Notwithstanding the foregoing, written questions submitted in accordance with Section 8 of the Instructions to Proposers do not violate the blackout period.

23. PRICING. Proposers shall submit their price information on the forms supplied with all the blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not exceed the amounts stated in the Proposer's submitted pricing form for each respective year throughout the term of the contract agreement executed.

24. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

25. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

26. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing

within three (3) business days after the issuance of the Project Manual, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within three (3) business days after issuance of a notice of such a decision. Such protests must be filed at: **Vesta District Services, 250 International Pkwy., Ste. 208, Lake Mary, Florida 32746**. 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 after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

27. Any person who files a notice of protest shall provide to the District, simultaneously with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial one-year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of \$20,000. 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 that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES
EVALUATION CRITERIA

CATEGORY	Adherence to RFP Instructions (Maximum 15 Points)	Company Qualifications (Maximum 15 Points)	Financial Capability (Maximum 15 Points)	Experience (Maximum 30 Points)	Price - Total Bid (Maximum 25 Points)	Points Total
CRITERIA	This criteria evaluates the extent to which the proposer has followed all instructions outlined in the RFP, including submission format, required documentation, deadlines, and response structure. Proposals will be scored based on completeness, clarity, and organization. Full points will be awarded to proposals that fully comply with all RFP guidelines without omissions or deviations, demonstrating attention to detail and professionalism. Partial points may be given for minor inconsistencies, while significant non-compliance (e.g., missing required forms or exceeding page limits) may result in lower scores.	This category assesses the overall qualifications of the company, including organizational structure, personnel expertise, certifications, licenses, and resources dedicated to landscape and irrigation maintenance services. Scoring will consider factors such as the qualifications of key staff (e.g., certified arborists, irrigation specialists, or landscape architects), company history in the industry, and evidence of ongoing training or professional development. Higher scores will be awarded to companies providing detailed resumes, proof of relevant certifications (e.g., ISA Certified Arborist, Certified Irrigation Technicians), and a clear demonstration of capacity to handle the scope of work.	This category addresses whether the proposing company has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. The proposing company should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements for the past 3 years, or similar financial information representing the revenue and financial health of the company. Higher scores will be awarded to companies demonstrating strong financial health, no history of defaults or bankruptcies, and adequate financial resources to cover potential project contingencies. Weak financial documentation	The proposing company's understanding of the District's needs, scope of work, method of approach to managing landscape maintenance and demonstrated the capacity and capability to fulfill the requirements of an annual contract with the District. The proposing company has significant experience in successfully providing the same scope of services in other Districts of similar size. Higher scores will be awarded to proposing companies with extensive, verifiable experience in areas such as turf management, plant health care, irrigation system installation/repair, and attention to detail. Limited or unrelated experience will result in reduced scores.	A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 5 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.	ADD THE POINTS FROM ALL 5 COLUMNS TO CALCULATE POINTS TOTAL.

CATEGORY	Adherence to RFP Instructions (Maximum 15 Points)	Company Qualifications (Maximum 15 Points)	Financial Capability (Maximum 15 Points)	Experience (Maximum 30 Points)	Price - Total Bid (Maximum 25 Points)	Points Total
		Geographical location to the District will also be considered. Proposals lacking substantiation or showing limited qualifications will receive lower scores.	or indications of instability will lead to lower scores.			
COMPANY NAME	15	15	15	30	25	100

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

EXHIBIT 17A

PROJECT MANUAL
FOR
LANDSCAPE AND/OR IRRIGATION MAINTENANCE SERVICES

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT**

September 11, 2026

Due Date / Time: October 9, 2026, by 10:00 A.M.

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LANDSCAPE AND/OR IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS (LMS-09-11-2026)
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
St. Johns County, Florida

Notice is hereby given that the Trout Creek Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained from the District’s office c/o Vesta District Services, located at **250 International Pkwy., Ste. 208, Lake Mary, Florida 32746**, beginning **September 11, 2026**, or by emailing jleger@vestapropertyservices.com with a copy to howard@cddmanagers.com.

There will be a mandatory pre-proposal meeting held on September 18, 2026, at 10:00 a.m. at 100 Kayak Way, St. Augustine, Florida 32092. In order to submit a proposal, each Proposer must (1) be authorized to do business in the County of the project and the State of Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and/or irrigation maintenance contractor, depending upon the scope of services included in the proposal. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have requested and received the Project Manual or otherwise registered with the District Manager.

Firms desiring to provide services for this project must submit **one (1) original and eight (8) hard copies of their proposal AND a PDF file on a flash-drive no later than October 9, 2026, at 10:00 a.m. (EST) at 100 Kayak Way, St. Augustine, Florida 32092, Attention: Howard McGaffney.** The proposals will be publicly opened at that time and place. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

There will be a Board of Supervisors meeting, held at 100 Kayak Way, St. Augustine, Florida 32092 on Thursday, October 22, 2026, at 6:00 p.m. The Board of Supervisors will review proposals, rank and make their selection at this meeting or at the next scheduled meeting.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within three (3) business days after the day of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, or contract documents. **Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager, 250 International Pkwy., Ste. 208, Lake Mary, FL 32746, or by sending an email to howard@cddmanagers.com.**

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest of the District to do so. **All questions relative to this project shall be directed in writing by email only to Howard McGaffney at howard@cddmanagers.com with a copy to Jennifer Kilinski at Jennifer@cddlawyers.com. and Mitchell Zwang at Mitchell@cddlawyers.com.**

Trout Creek Community Development District
Howard McGaffney, District Manager

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
Landscape and Irrigation Maintenance Services (LMS-09-11-2026)
St. Johns County, Florida**

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October 22, 2026 at 6:00 P.M.	Board Meeting, Review of Proposals, Ranking & Selection
January 1, 2027	Estimated Contract Start Date

PRE-PROPOSAL MEETING: SEPTEMBER 18, 2026 AT 10:00 A.M., 100 Kayak Way., ST. AUGUSTINE, FLORIDA 32092

3. SIGNATURE ON PROPOSAL. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

4. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an “as is” condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **In the event that the site is not to industry standard conditions, the proposer shall submit as part of its proposal a list of items and proposed pricing for bringing the items up to industry standard conditions. Otherwise, the**

proposer shall be deemed to have accepted the site and shall maintain the site in a condition consistent with industry standards and at the lump sum pricing set forth in the proposal.

5. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

6. PROJECT MANUAL. The "Project Manual," and any addenda thereto, will be available from the District Manager's office by sending an email to howard@cddmanagers.com with a copy to jleger@vestapropertyservices.com.

7. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to the responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via email only, to Howard McGaffney at howard@cddmanagers.com and Jennifer Kilinski at Jennifer@cddl原因ers.com and Mitchell Zwang at Mitchell@cddl原因ers.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after SEPTEMBER 25, 2026, at 5:00 p.m. will not be answered. Answers to all questions will be provided to all Proposers by e-mail by OCTOBER 2, 2026 at 5:00 p.m. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

9. SUBMISSION OF PROPOSAL. Submit one (1) original, and eight (8) hard copies AND one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Trout Creek Community Development District – Landscape and Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

10. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

11. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance

plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

12. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four (4) parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, the Sworn Statement Regarding Scrutinized Companies, and the Anti-Human Trafficking Affidavit.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three (3) references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed pricing in the proposal. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc.

13. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

14. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

15. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

16. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract substantially in the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis at the then-current contract pricing until either party has provided the other party thirty (30) days' written notice of its election to terminate such month-to-month arrangement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

17. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in the County of the project and the State of Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and/or irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be considered in the evaluation and scoring of the Proposal.

18. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

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

20. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed ninety (90) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in response, invite specific firms for site visits or oral presentations, or take any action it feels

necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

21. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

22. BLACK OUT PERIOD/CONE OF SILENCE. The blackout period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation. Notwithstanding the foregoing, written questions submitted in accordance with Section 8 of the Instructions to Proposers do not violate the blackout period.

23. PRICING. Proposers shall submit their price information on the forms supplied with all the blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not exceed the amounts stated in the Proposer's submitted pricing form for each respective year throughout the term of the contract agreement executed.

24. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

25. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

26. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing within three (3) business days after the issuance of the Project Manual, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within three (3) business days after issuance of a notice of such a decision. Such protests must be filed at: **Vesta District Services, 250 International Pkwy., Ste. 208, Lake Mary, Florida 32746**. 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 after the initial notice of

protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneously with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial one-year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of \$20,000. 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 that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES (LMS-09-11-2026)
EVALUATION CRITERIA

Request for Proposal (LMS-09-11-2026)
Landscape & Irrigation Maintenance Services Evaluation Criteria

CATEGORY	Adherence to RFP Instructions (Maximum 15)	Company Qualifications (Maximum 15 Points)	Financial Capability (Maximum 15 Points)	Experience (Maximum 30 Points)	Price - Total Bid (Maximum 25 Points)	Points Total
C R I T E R I A	This criteria evaluates the extent to which the proposer has followed all instructions outlined in the RFP, including submission format, required documentation, deadlines, and response structure. Proposals will be scored based on completeness, clarity, and organization. Full points will be awarded to proposals that fully comply with all RFP guidelines without omissions or deviations, demonstrating attention to detail and professionalism. Partial points may be given for minor inconsistencies, while significant non-compliance (e.g., missing required forms or exceeding page limits) may result in lower scores.	This category assesses the overall qualifications of the company, including organizational structure, personnel expertise, certifications, licenses, and resources dedicated to landscape and irrigation maintenance services. Scoring will consider factors such as the qualifications of key staff (e.g., certified arborists, irrigation specialists, or landscape architects), company history in the industry, and evidence of ongoing training or professional development. Higher scores will be awarded to companies providing detailed resumes, proof of relevant certifications (e.g., ISA Certified Arborist, Certified Irrigation Technicians), and a clear demonstration of capacity to handle the scope of work. Geographical location to the District will also be considered. Proposals lacking substantiation or showing limited qualifications will receive lower scores.	This category addresses whether the proposing company has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. The proposing company should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements for the past 3 years, or similar financial information representing the revenue and financial health of the company. Higher scores will be awarded to companies demonstrating strong financial health, no history of defaults or bankruptcies, and adequate financial resources to cover potential project contingencies. Weak financial documentation or indications of instability will lead to lower scores.	The proposing company's understanding of the District's needs, scope of work, method of approach to managing landscape maintenance and irrigation maintenance and demonstrated the capacity and capability to fulfill the requirements of an annual contract with the District. The proposing company has significant experience in successfully providing the same scope of services in other Districts of similar size. Higher scores will be awarded to proposing companies with extensive, verifiable experience in areas such as turf management, plant health care, irrigation system installation/repair, and attention to detail. Limited or unrelated experience will result in reduced scores.	A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 5 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.	ADD THE POINTS FROM ALL 5 COLUMNS TO CALCULATE POINTS TOTAL.
COMPANY NAME	15	15	15	30	25	100
PRINT NAME:		SIGNATURE:				DATE:

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Trout Creek Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: _____.

6. By signing below, and by not filing a protest within three (3) business days after the issuance of the Project Manual, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 20____.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

PROPOSAL FORM
SECTION I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

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

In what State was the Proposer organized? _____ Date _____

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

If no, please explain _____

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

If no, please explain _____

- *What are the Proposer's current insurance limits?*

INSURANCES	LIMIT \$	EXPIRATION DATE
General Liability	\$	
Commercial Automobile	\$	
Umbrella/Excess	\$	
Workers Compensation	\$	
Contractors Pollution Liability	\$	
Employer's Liability	\$	

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

LICENSES	COUNTY, STATE, OR FEDERAL	IN GOOD STANDING (Y/N)

PROPOSAL FORM
SECTION II – PERSONNEL AND EQUIPMENT

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

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- **Required Staffing Levels - Landscape maintenance staff will include the following:**

POSITION	NUMBER OF STAFF PROVIDED	HOURS PER WEEK
ACCOUNT MANAGER	1	40 Hours a Week
CHEM, FERT, & PEST	1	40 Hours a Week
MAINTENANCE TEAM (April 1-October 31)	10	40 Hours Per Person
MAINTENANCE TEAM (November 1- March 31)	5	40 Hours Per Person
IRRIGATION TECHNICIAN*	1	40 Hours Per Week

* The District reserves the right to contract separately for irrigation maintenance services.

- Technical Personnel – Does the Proposer currently employ any of the technical personnel who have expertise in the fields listed below or other fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):

NAME OF PERSONNEL	TECHNICAL POSITIONS	CERTIFICATION(S)
	CHEMICAL, FERTILIZATION, PEST	
	ARBORICULTURE	
	HORTICULTURE	
	IRRIGATION	

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Serviced dates: _____

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Serviced dates: _____

- Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:

- **SUBCONTRACTORS:** Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

OFFICERS OF THE COMPANY
COMPLETE THIS PAGE AND ATTACH PROFESSIONAL PROFILES OR RESUMES

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company if any. Attach additional sheets if necessary.

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

SUPERVISORY PERSONNEL
COMPLETE THIS PAGE AND ATTACH PROFESSIONAL PROFILES OR RESUMES

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH WORK AT THIS PROPERTY**

PROPOSER: _____

DATE: _____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

PROPOSAL FORM
SECTION III – EXPERIENCE

- List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last five (5) years starting with the most recent year and ending with the earliest year:

2025	\$
2024	\$
2023	\$
2022	\$
2021	\$

- Has the Proposer performed work for community development district previously?
Yes ___ No ___
- Please provide the following information for 3 communities similar to this property, that your company has been contracted for at least 3 years and are currently being provided by your company. The projects must include irrigation maintenance, fertilization, mowing, pest control, weed control, annual flower installation and mulch applications as well. Attach additional sheets if necessary.

Community Name	City / County	Annual Contract Amount
		\$
Contact Name	Contact Phone/Email	Is This Property a CDD (Y/N)
Describe the services provided to this community and how it is similar to this property		
Community Name	City / County	Annual Contract Amount
		\$
Contact Name	Contact Email	Contact Phone
Describe the services provided to this community and how it is similar to this property		
Community Name	City / County	Annual Contract Amount
		\$
Contact Name	Contact Email	Contact Phone
Describe the services provided to this community and how it is similar to this property		

- Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes ____ No ____ For each such incident, please provide the following information (attach additional sheets as needed):

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Serviced dates: _____

Reason for Termination: _____

- Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ____ No ____

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

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

If yes, please describe each incident _____

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

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

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

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

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

**PROPOSAL FORM
SECTION IV PRICING**

NOTE: This pricing form is intended to cover pricing for the initial term and all renewal terms of the contract. The initial term runs from January 1, 2027 through September 30, 2027 (Year 1). The District may, in its sole discretion, renew the contract for up to four (4) additional one (1)-year terms (i.e., Years 2 through 5), and it is assumed that prices will remain the same through each renewal term unless the Proposer submits separate pricing forms for each such term. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the pricing stated below will be binding for the first three (3) years, and the third year of pricing will remain in effect for Year 4 and Year 5.

NOTE: Part 6 is not to be included in the Total Annual Amount. Provide individual annual pricing for these parts in the table below.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials, and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

YEAR 1 (January 1, 2027 – September 30, 2027) (9 months)	ANNUAL COST
PART 1: General Landscape and Lawn Maintenance	\$
PART 2: Chemical, Fertilization, Weed Control, Lawn Pest Program	\$
PART 3: Pest Control: Trees, Shrubs, Ornamentals, Ground Cover	\$
PART 4: Seasonal Flower Rotation 4 INSTALLATIONS X 2000 ANNUALS=8,000 ANNUALS PER YEAR	\$
PART 5: Irrigation Maintenance Program	\$
TOTAL Parts 1 - 5	\$
PART 6: Pine Bark Mulch and Pine Straw (2 applications / YR.)	\$
Per Acre for Incremental Landscape Area Beyond the 0.5 Acre Buffer	\$

YEAR 2 (October 1, 2027 – September 30, 2028) (12 months)	ANNUAL COST
PART 1: General Landscape and Lawn Maintenance	\$
PART 2: Chemical, Fertilization, Weed Control, Lawn Pest Program	\$
PART 3: Pest Control: Trees, Shrubs, Ornamentals, Ground Cover	\$
PART 4: Seasonal Flower Rotation 4 INSTALLATIONS X ANNUALS=8,000 ANNUALS PER YEAR	\$
PART 5: Irrigation Maintenance Program	\$
TOTAL Parts 1 - 5	\$
PART 6: Pine Bark Mulch and Pine Straw (2 applications / YR.)	\$
Per Acre for Incremental Landscape Area Beyond the 0.5 Acre Buffer	\$

YEAR 3 (October 1, 2028 – September 30, 2029) (12 months)	ANNUAL COST
PART 1: General Landscape and Lawn Maintenance	\$
PART 2: Chemical, Fertilization, Weed Control, Lawn Pest Program	\$
PART 3: Pest Control: Trees, Shrubs, Ornamentals, Ground Cover	\$
PART 4: Seasonal Flower Rotation 4 INSTALLATIONS X 2000 ANNUALS=8,000 ANNUALS PER YEAR	\$
PART 5: Irrigation Maintenance Program	\$
TOTAL Parts 1 - 5	\$
PART 6: Pine Bark Mulch and Pine Straw (2 applications / YR.)	\$

Per Acre for Incremental Landscape Area Beyond the 0.5 Acre Buffer	\$
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Years 1-3 MUST be provided. If Years 4 and 5 Differ, please confirm below:

YEAR 4 (October 1, 2029 – September 30, 2030) (12 months)	ANNUAL COST
PART 1: General Landscape and Lawn Maintenance	\$
PART 2: Chemical, Fertilization, Weed Control, Lawn Pest Program	\$
PART 3: Pest Control: Trees, Shrubs, Ornamentals, Ground Cover	\$
PART 4: Seasonal Flower Rotation 4 INSTALLATIONS X 2000 ANNUALS=8,000 ANNUALS PER YEAR	\$
PART 5: Irrigation Maintenance Program	\$
TOTAL Parts 1 - 5	\$
PART 6: Pine Bark Mulch and Pine Straw (2 applications / YR.)	\$
Per Acre for Incremental Landscape Area Beyond the 0.5 Acre Buffer	\$

YEAR 5 (October 1, 2030 – September 30, 2031) (12 months)	ANNUAL COST
PART 1: General Landscape and Lawn Maintenance	\$
PART 2: Chemical, Fertilization, Weed Control, Lawn Pest Program	\$
PART 3: Pest Control: Trees, Shrubs, Ornamentals, Ground Cover	\$
PART 4: Seasonal Flower Rotation 4 INSTALLATIONS X 2000 ANNUALS=8,000 ANNUALS PER YEAR	\$
PART 5: Irrigation Maintenance Program	\$
TOTAL Parts 1 - 5	\$
PART 6: Pine Bark Mulch and Pine Straw (2 applications / YR.)	\$
Per Acre for Incremental Landscape Area Beyond the 0.5 Acre Buffer	\$

PROPOSAL FORM
SECTION IV PRICING
RATES FOR ADDITIONAL SERVICES

Provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

GENERAL LANDSCAPE SERVICES	HOURLY RATE / RATE
Mowers w/operator	
Bush-Hog w/operator	
General Laborer-with hand equipment	
General Laborer-trash pickup	
Chem / Fert Technician liquid with truck	
Chem / Fert Technician with granular applicator	
Certified Irrigation Technician	
General Laborer-Irrigation Breaks/Repairs	
Vine Removal	
Sod Replacement (per pallet installed)	
EMERGENCY OR DISASTER DEBRIS REMOVAL	HOURLY RATE / RATE
Supervisor with transportation	
Chainsaw w/operator	
Bobcat w/operator	
Front End Loader/Bucket Tractor w/operator	
Grapple, Loader w/operator	
Dump Truck for Debris Removal w/operator	
Certified Arborist	
Horticulturalist Consultant	
Freeze Protection	
After Hours Emergency Services	

Costs for equipment and personnel are only payable when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster, unless the District authorizes additional hours in writing at the rates stated herein. Contractor shall maintain and supply the District with all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 20____.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Trout Creek Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is _____

4. Proposer's Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a “person” as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

(☐) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(☐) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

(☐) There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

(☐) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

(☐) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

[Signatures on Following Page]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 20__.

Proposer: _____

By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of__ physical presence or__online notarization, this ____ day of _____, 20__, by _____, as _____ of, _____ on its behalf. He/She [] is personally known to me or [] produced _____ as identification.

Notary Public, State of Florida

Personally Known

OR Produced Identification

Type of Identification _____

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES OR OTHER ENTITIES THAT BOYCOTT ISRAEL LIST, BOYCOTTING ISRAEL,
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, SCRUTINIZED COMPANIES WITH
ACTIVITIES IN IRAN TERRORISM SECTORS LIST, AND BUSINESS OPERATIONS IN CUBA OR SYRIA**

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

1. This sworn statement is submitted to Trout Creek Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is _____

4. Proposer's Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
5. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is participating in a boycott of Israel is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services.
6. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$100,000 or more.
7. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities In Iran Terrorism Sectors List, created pursuant to Section 215.473, *Florida Statutes*, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
8. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is participating in a boycott of Israel, is engaged in business operations in Cuba or Syria, or is listed on the Scrutinized Companies or Other Entities that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities In Iran Terrorism Sectors List.

9. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is participating in a boycott of Israel, is engaged in business operations in Cuba or Syria, or is placed on the Scrutinized Companies or Other Entities that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities In Iran Terrorism Sectors List.

[Signatures on Following Page]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this _____ day of _____, 20__.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of _____, a Florida _____ [limited liability company/corporation] (the "Contractor"), under penalty of perjury hereby attest as follows:

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

Date: _____, 20____
FURTHER AFFIANT SAYETH NAUGHT.

[Contractor] _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ☐ physical presence or ☐ remote notarization by _____, as _____, of _____ [Contractor], who is ☐ personally known to me or ☐ who produced _____ as identification this _____ day of _____, 20____.

(Notary Seal)

Notary Public

**FORM OF AGREEMENT FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES***

****Note: the District reserves the right to contract separately for irrigation maintenance services. If the District elects to contract separately, those services will be removed from this agreement.***

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20____, 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, whose mailing address is c/o DPF&G Management & Consulting, LLC d/b/a Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**"); and

[CONTRACTOR], a [Florida/foreign] [corporation/limited liability company], whose address is [Address] ("**Contractor**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, landscaping and irrigation improvements; and

WHEREAS, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services within the District; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a project manual and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor represents that it is qualified to serve as a landscape and/or irrigation maintenance contractor and provide such services to the District.

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

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

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

2. SCOPE OF SERVICES.

- a. The Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** and for the areas identified in the Maintenance Map attached hereto as **Exhibit C** ("**Work**").

- b. The Contractor agrees that the Maintenance Map attached hereto as **Exhibit C** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **Exhibit B**.
- c. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work.
- d. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.
- e. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

3. MANNER OF CONTRACTOR'S PERFORMANCE.

- a. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all work performed under **Exhibit A** (Scope of Services) utilizing the Contractor's standard forms and documentation procedures. Upon request by the District, the Contractor shall provide any additional supporting documentation, records, or information reasonably necessary to verify services performed, compliance with the Scope of Services, or related project requirements. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- b. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).
- c. Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting,

irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

- d. Contractor shall maintain at all times strict discipline among its employees and shall not employ for performance of Work contemplated under this Agreement any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No solicitation of any kind is permitted on District property.

4. INSPECTIONS.

- a. The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District's General Manager and Assistant General Manager shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates its **General Manager and Assistant General Manager**, or their designees, to act as the District Representatives. If the General Manager and Assistant General Manager are unavailable or unable to respond, the District Manager may assist in their duties as backup. The Contractor shall not take direction from anyone other than the General Manager, the Assistant General Manager, or (when acting in a backup capacity) the District Manager (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District Representatives shall serve as the primary points of contact regarding this Agreement. The District shall have the right to change its designated representative at any time by written notice to the Contractor.
- b. The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month.
- c. The Contractor agrees to meet with a District Representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items ("**Field Inspection Report**") that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Field Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning, and the Board of Supervisors for the District will be notified; the third offense shall constitute cause for termination of this Agreement at the

District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Field Inspection Report, (but in no circumstance no longer than a one (1)-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than five (5) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.

- d. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. SUBCONTRACTORS. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. [RESERVED].

7. COMPENSATION; TERM.

- a. This Agreement shall be effective as of January 1, 2027 ("**Effective Date**"). The initial term of this Agreement shall begin on the Effective Date and continue through September 30, 2027 ("**Initial Term**" (aka Year 1 in pricing proposal), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for up to four (4) annual renewals with the same terms set forth herein, in the District's sole discretion. Notwithstanding anything to the contrary herein, the District's obligation to pay under this Agreement are contingent upon an annual appropriation by the District's Board of Supervisors and the levy of a valid operations and maintenance special assessment. In the event that such annual appropriation is not made, this Agreement shall be terminated with no further obligations of either party, except for those obligations that accrued prior to the date of termination.
- b. As compensation for the Work, the District agrees to pay Contractor _____ (\$_____) per year, in monthly amounts of _____ (\$_____). Such compensation covers only the items specified as Parts 1 – 5 in the Contractor's Proposal Form – Part IV – Pricing ("**Contract Amount**"), attached hereto as **Exhibit B**. Additionally, for the services specified as Part 6 and Additional Services in the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **Exhibit B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **Exhibit B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall be for services actually rendered in the preceding month and shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et seq., Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and

sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iii. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
 - iv. Commercial 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 Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - v. Contractors Pollution Liability with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- b. The District and its respective staff, supervisors, officers, agents, and consultants shall be named as additional insureds on all above listed policies except Workers' Compensation and Employer's Liability Coverage. 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, 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. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- c. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- d. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- e. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

- f. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- g. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due Contractor.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

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

11. WARRANTY AND COVENANT.

- a. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement, or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others, and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement

(in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the Work.

- b. Contractor hereby covenants to the District that it shall perform the Work:
 - i. using its best skill and judgment and in accordance with generally accepted professional standards; and
 - ii. in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform.
- c. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. TAX-EXEMPT DIRECT PURCHASES. The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms (“**Requisitions**”) for all materials to be directly purchased by the District.
- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- d. The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The Contractor’s possession of the materials will constitute a bailment. The Contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District’s issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. 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 for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District’s right to protect its rights from interference by a third party to this Agreement.

17. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. SUCCESSORS; ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

19. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination or expiration of this Agreement, the Contractor shall cooperate with the District and any successor contractor to ensure a smooth and orderly transition of services, including providing reasonable access to the project site, records, and information related to the Work. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. E-VERIFY REQUIREMENTS. 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 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 the Contractor has knowingly violated Section 448.095 *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

21. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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.

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

23. AGREEMENT; AMENDMENTS. This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency between this document and the exhibits attached hereto, this Agreement shall control. 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 the District and the Contractor.

24. ENFORCEMENT OF AGREEMENT. In the event that either the District or the 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, paralegal fees and costs for trial, mediation, or appellate proceedings. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be St. Johns County, Florida.

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

26. NOTICES. Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Trout Creek Community Development District
c/o DPFG Management & Consulting, LLC d/b/a
Vesta District Services
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: Trout Creek CDD, District Manager

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

B. If to Contractor: [Contractor]

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the

United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the 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.

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

28. 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, 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 the contract 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. 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. Contractor acknowledges that, pursuant to Section 287.058(1)(c), *Florida Statutes*, the District may unilaterally cancel this Agreement if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement, unless such records are exempt under Florida law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, AND 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

29. 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.

30. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

31. 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.

32. ANTI-HUMAN TRAFFICKING REQUIREMENTS. 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.

33. PUBLIC ENTITY CRIMES. Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

34. FOREIGN INFLUENCE. Contractor understands that under Section 286.101, *Florida Statutes*, Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute. Contractor shall make such disclosure in writing to the District prior to execution of this Agreement and promptly upon learning of any new reportable interest, contract, grant, or gift during the term of this Agreement. Failure to disclose shall constitute grounds for immediate termination of this Agreement by the District.

35. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

[CONTRACTOR],
a _____

By: _____
Its: _____

Exhibit A: Scope of Services
Exhibit B: Proposal Pricing (Part IV of Proposal Form)
Exhibit C: Maintenance Map

EXHIBIT A
Scope of Services

EXHIBIT B
Proposal Pricing

NOTE: This pricing form is intended to cover pricing for the initial term and all renewal terms of the contract. The initial term runs from January 1, 2027 through September 30, 2027 (Year 1). The District may, in its sole discretion, renew the contract for up to four (4) additional one (1)-year terms (i.e., Years 2 through 5), and it is assumed that prices will remain the same through each renewal term unless the Proposer submits separate pricing forms for each such term. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the pricing stated below will be binding for the first three (3) years, and the third year of pricing will remain in effect for Year 4 and Year 5.

NOTE: Part 6 is not to be included in the Total Annual Amount. Provide individual annual pricing for these parts in the table below.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials, and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

YEAR 1 (January 1, 2027 – September 30, 2027) (9 months)	ANNUAL COST
PART 1: General Landscape and Lawn Maintenance	\$
PART 2: Chemical, Fertilization, Weed Control, Lawn Pest Program	\$
PART 3: Pest Control: Trees, Shrubs, Ornamentals, Ground Cover	\$
PART 4: Seasonal Flower Rotation 4 INSTALLATIONS ANNUALS=8,000 ANNUALS PER YEAR	\$
PART 5: Irrigation Maintenance Program	\$
TOTAL Parts 1 - 5	\$
PART 6: Pine Bark Mulch and Pine Straw (2 applications / YR.)	\$
Per Acre for Incremental Landscape Area Beyond the 0.5 Acre Buffer	\$

YEAR 2 (October 1, 2027 – September 30, 2028) (12 months)	ANNUAL COST
PART 1: General Landscape and Lawn Maintenance	\$
PART 2: Chemical, Fertilization, Weed Control, Lawn Pest Program	\$
PART 3: Pest Control: Trees, Shrubs, Ornamentals, Ground Cover	\$
PART 4: Seasonal Flower Rotation 4 INSTALLATIONS X 2000 ANNUALS=8,000 ANNUALS PER YEAR	\$
PART 5: Irrigation Maintenance Program	\$
TOTAL Parts 1 - 5	\$
PART 6: Pine Bark Mulch and Pine Straw (2 applications / YR.)	\$
Per Acre for Incremental Landscape Area Beyond the 0.5 Acre Buffer	\$

YEAR 3 (October 1, 2028 – September 30, 2029) (12 months)	ANNUAL COST
PART 1: General Landscape and Lawn Maintenance	\$
PART 2: Chemical, Fertilization, Weed Control, Lawn Pest Program	\$
PART 3: Pest Control: Trees, Shrubs, Ornamentals, Ground Cover	\$
PART 4: Seasonal Flower Rotation 4 INSTALLATIONS X 2000 ANNUALS=8,000 ANNUALS PER YEAR	\$
PART 5: Irrigation Maintenance Program	\$
TOTAL Parts 1 - 5	\$
PART 6: Pine Bark Mulch and Pine Straw (2 applications / YR.)	\$

Per Acre for Incremental Landscape Area Beyond the 0.5 Acre Buffer	\$
--	----

Years 1-3 MUST be provided. If Years 4 and 5 Differ, please confirm below:

YEAR 4 (October 1, 2029 – September 30, 2030) (12 months)	ANNUAL COST
PART 1: General Landscape and Lawn Maintenance	\$
PART 2: Chemical, Fertilization, Weed Control, Lawn Pest Program	\$
PART 3: Pest Control: Trees, Shrubs, Ornamentals, Ground Cover	\$
PART 4: Seasonal Flower Rotation 4 INSTALLATIONS X 2000 ANNUALS=8,000 ANNUALS PER YEAR	\$
PART 5: Irrigation Maintenance Program	\$
TOTAL Parts 1 - 5	\$
PART 6: Pine Bark Mulch and Pine Straw (2 applications / YR.)	\$
Per Acre for Incremental Landscape Area Beyond the 0.5 Acre Buffer	\$

YEAR 5 (October 1, 2030 – September 30, 2031) (12 months)	ANNUAL COST
PART 1: General Landscape and Lawn Maintenance	\$
PART 2: Chemical, Fertilization, Weed Control, Lawn Pest Program	\$
PART 3: Pest Control: Trees, Shrubs, Ornamentals, Ground Cover	\$
PART 4: Seasonal Flower Rotation 4 INSTALLATIONS X 2000 ANNUALS=8,000 ANNUALS PER YEAR	\$
PART 5: Irrigation Maintenance Program	\$
TOTAL Parts 1 - 5	\$
PART 6: Pine Bark Mulch and Pine Straw (2 applications / YR.)	\$
Per Acre for Incremental Landscape Area Beyond the 0.5 Acre Buffer	\$

EXHIBIT B
Proposal Pricing Continued

RATES FOR ADDITIONAL SERVICES

Provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

GENERAL LANDSCAPE SERVICES	HOURLY RATE / RATE
Mowers w/operator	
Bush-Hog w/operator	
General Laborer-with hand equipment	
General Laborer-trash pickup	
Chem / Fert Technician liquid with truck	
Chem / Fert Technician with granular applicator	
Certified Irrigation Technician	
General Laborer-Irrigation Breaks/Repairs	
Vine Removal	
Sod Replacement (per pallet installed)	
EMERGENCY OR DISASTER DEBRIS REMOVAL	HOURLY RATE / RATE
Supervisor with transportation	
Chainsaw w/operator	
Bobcat w/operator	
Front End Loader/Bucket Tractor w/operator	
Grapple, Loader w/operator	
Dump Truck for Debris Removal w/operator	
Certified Arborist	
Horticulturalist Consultant	
Freeze Protection	
After Hours Emergency Services	

Costs for equipment and personnel are only payable when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster, unless the District authorizes additional hours in writing at the rates stated herein. Contractor shall maintain and supply the District with all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

EXHIBIT C
Maintenance Map

EXHIBIT 18

A resident asked if they were going to be assessed for a new bond if they paid off the current bond and the new bond was issued. Discussion ensued.

A resident asked for clarification on the purpose of the survey. Discussion ensued.

The meeting moved to Item C. Exhibit 3, at this time.

THIRD ORDER OF BUSINESS – Discussion Topics

A. Exhibit 1: O&M Projections for Future Amenity Improvements

Mr. McGaffney fielded questions from the Board and from audience members.

B. Exhibit 2: Bond Sizing Report

C. Exhibit 3: Survey Questions for Future Capital Projects

Supervisor Loffredo asked the Board if they had any changes, they would like to have made to the survey. Discussion ensued with further information on the process provided by both Mr. McGaffney and Ms. Kilinski.

A resident asked about adding space for more deck chairs to the pool area.

A resident suggested that the Board include a size comparison of the current pool to the proposed pool in the survey. Discussion ensued.

A resident commented on the financial stability of the district. Discussion ensued.

Mr. McGaffney provided a brief summary of the overall purpose of the survey and subsequent discussions.

D. Exhibit 4: Proposal to Separate from the HOA and 360 Community Irrigation Clocks in Phase 2

Ms. Knutelsky provided a brief update and recommended that the Board table the item until more quotes could be procured. Discussion ensued.

E. Exhibit 5: Swim Team Proposal Options

The Board discussed both proposal options and directed General Management to provide both vendors with a list of district requests related to their proposals.

Three Lanes

Start Mid-September, not August, through April with Holiday breaks.

No Weekends

3:30PM-5:10PM

Shared Heating Costs – Equivalent to paying December and January propane and electric costs.

Provide Lessons

Residents Only, preferred

Pay the initial \$29,000.00 towards the capital improvement costs related to night swimming.

A resident noted that part of the crowding at the pool was due to resident kids that were part of the Sharks and was in favor of the year-round swimming proposal, especially for the kids.

A resident commented on the revenue versus the net operating revenue and expenses.

A resident commented in favor of swimming lessons.

A resident noted concerns regarding the year-round swimming. Discussion ensued regarding the night swimming proposal.

A resident asked if the district was obligated to sign a three-year contract with a vendor versus a one-year contract to allow for reevaluation of services and benefits to the community.

A resident asked if the night swimming lighting proposal should be part of the survey.

1. Exhibit 5A: Sporting Jax

2. Exhibit 5B: Swim Rise Aquatics

F. Shaffer Engineering Electrical Engineering Design – Night Swimming Proposal

The Board requested that the proposal be included on the next agenda.

FOURTH ORDER OF BUSINESS – General Manager’s Update

Ms. Knutelsky provided a brief update.

FIFTH ORDER OF BUSINESS – Supervisors’ Requests

Supervisor Loffredo provided an update on the 16A wall. Discussion ensued.

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

A resident noted that it was against the law to smoke in a public area on government property. Mr. McGaffney and Ms. Kilinski provided comments regarding district policies and government laws.

SEVENTH ORDER OF BUSINESS – Next Meeting Quorum Check: June 25 at 6:00 PM

All five Board members present stated that they would be attending the next Board meeting on June 25.

EIGHTH ORDER OF BUSINESS – Next Workshop Reminder: July 7 at 10:00 AM

NINTH ORDER OF BUSINESS – Adjournment

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

On a MOTION by Ms. Loffredo, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board adjourned the meeting at 12:59 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.*

118 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
119 **meeting held on July 23, 2026.**

120

121

122

123

Signature

Signature

Printed Name

Printed Name

124 **Title: ☐ Secretary ☐ Assistant Secretary**

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 19

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, June 25, 2026 at 5:32 p.m., at the Kayak Club, 100 Kayak Way, St.
6 Augustine, FL 32092.

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

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

9 Present and constituting a quorum were:

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

15 Also, present were:

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

22
23 *The following is a summary of the discussions and actions taken at the June 25, 2026 Trout Creek CDD*
24 *Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records request by*
25 *emailing PublicRecords@vestapropertyservices.com.*

26 **SECOND ORDER OF BUSINESS – Security Session – Time Specific: 5:30PM***

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

31 A. Public Comment – *Limited to Security Matters*

32 A resident suggested hiring more amenity staff to assist with security matters.

33 A resident commented on the newly installed fence with spikes, noted that the main gate wasn't
34 working, and had a follow-up question regarding the physical force security was licensed and
35 permitted to do.

36 A resident noted that he was opposed to armed security and recommended using off-duty sheriff's
37 deputies for security instead.

38 Supervisor Wright provided a brief explanation of the current chosen security.

39 Amenity Management and District Counsel provided a brief explanation of the newly installed
40 spiked fence and liability concerns.

41

B. Closed Session – Discussion of Security System Plan*

Mr. McGaffney announced the closed security session at approximately 5:45 p.m.

C. Reconvene Open Session

Mr. McGaffney announced the open session at approximately 6:28 p.m.

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

There being none, the next item followed.

THIRD ORDER OF BUSINESS – Pledge of Allegiance

Mr. Wright led all present in reciting the pledge of allegiance.

FOURTH ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for agenda items)

A resident commented on the vending machines and the profit share, noted that she was in favor of the irrigation split but asked for clarification on who was paying for it, as well as the need for more information on the survey.

A resident noted that more accidents had occurred behind the Tower Court homes and that she was in favor of and advocating for a wall. She also provided a comment from her neighbor regarding a speed limit change to 15 mph, and parking on the roads.

A resident noted that the survey's information regarding the different assessment areas was confusing.

A resident commented on the need for improvements within the community as it was related to taking out a bond to pay for them.

A resident commented on the discussion related to a potential new amenity center.

A resident commented on uniformity and safety within the neighborhoods related to access to the multi-use paths.

Supervisor Wright and the Board addressed many of the public's comments and concerns, which included but was not limited to, outlining the history of the various types of paths, sidewalks, and speed limits. It was noted that the speed limits were governed by the County, and that there was a costly and extensive process to impact the conservation areas that doesn't guarantee approval of the wish list items.

FIFTH ORDER OF BUSINESS – Presentation

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

Mr. Zwang provided a brief explanation, which included recommendations for the Board to request \$7,000.00 to cover the district staff costs, a cost share agreement of \$3,000.00 per year, and a deposit of \$1,000.00, contingent upon County approval. Mr. Palli provided a brief update on his property. Discussion ensued.

On a MOTION by Mr. Wright, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved the SASH Properties, LLC MOU & Temporary Construction Easement, for the Trout Creek Community Development District.
--

SIXTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

Ms. Kilinski provided a brief update and a high-level review of the process involved in issuing new bonds. The processes she covered included the survey, town hall meetings, engagement of an architectural design consultant, engineering, reports, underwriting, and public hearings. Discussion ensued.

B. District Engineer

Mr. Yuro provided comments on how difficult it was to encumber wetlands for new improvements.

1. Update on Timberwolf Tr. & Shearwater Pkwy. Initiative of Turning Over Ownership to the County & Related Construction

Mr. Yuro provided an update on the process and noted that the Board would have to request a non-standard code variance and that there still wasn't a guarantee that the County would approve it.

2. Update on Crosswalk Calcutta & Shearwater Pkwy.

Mr. Yuro noted that the plans had been submitted to the County on 06/25/2026. Discussion ensued regarding another area that needed a crosswalk, which had been mentioned earlier in the meeting.

3. Update on Mill & Resurface Thermoplastic, Final Closeout

Mr. Yuro provided a brief update and noted that weather had created delays, but that the work was scheduled for the end of June.

4. Update on Outfall Repair Project

Mr. Yuro provided a brief update and noted that he was in communication with Tigris to finalize the start date.

C. Exhibit 1: Landscape Maintenance Service Reports

The Board came to the consensus to begin the RFP process for landscape maintenance services for the entire District to be under one vendor.

1. Exhibit 1A: Ruppert Landscape

2. Exhibit 1B: Prestige Landscape

D. Exhibit 2: Pond Aquatics Service Reports – *To Be Distributed*

Ms. Tharpe presented the report for the month.

E. Exhibit 3: General/Assistant Manager

There being no questions or concerns to address with the General/Assistant Manager, the next item followed.

1. Exhibit 4: May Café Square Category Sales Report

2. Exhibit 5: May TCCDD Square Category Sales Report

3. Exhibit 6: May Maintenance Report

4. Exhibit 7: May Lifestyle Summary Report

5. Exhibit 8: May Lifestyle P&L Report

F. District Manager

Mr. McGaffney provided brief updates.

SEVENTH ORDER OF BUSINESS – Business Items

A. Exhibit 9: Consideration of Vending Machine Proposal & Revenue Share

Ms. Knutelsky provided a brief overview of the two options presented. Discussion ensued.

On a MOTION by Mr. Breslin, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved the Genesis Mendoza vending machine proposal with a 10% revenue share, for District Counsel to draft the agreement and for the Chairman to execute said agreement, for the Trout Creek Community Development District.

B. Exhibit 10: Consideration of Adding Separate Water Meter Proposals

Ms. Knutelsky provided a brief overview of the three options presented. Discussion ensued.

On a MOTION by Mr. Wright, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board approved the Prestige proposal for ASO work related to irrigation improvements, at a not-to-exceed of \$8,600.00, for the Trout Creek Community Development District.

C. Consideration of Rescheduling All Workshops Moving Forward

Mr. McGaffney provided a brief explanation of the need for the change. Discussion ensued.

On a MOTION by Mr. Wright, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board approved moving all workshops going forward to the 2nd Wednesday of the month at 10:00 a.m. starting with the August workshop, for the Trout Creek Community Development District.

D. Exhibit 11: Consideration of Greenlee Law Engagement for Besch/Prosser Claim

On a MOTION by Mr. Wright, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved the Greenlee Law Engagement for Besch/Prosser Claim, for the Trout Creek Community Development District.

E. Exhibit 15: Consideration for Approval – Community Survey

This item was originally under the Eighth Order of Business – Consent Agenda, but Supervisor Sajkowski requested that it be moved up to the Seventh Order of Business – Business Items, as Item E.

Supervisor Loffredo provided an overview of the intention for the community survey. Discussion ensued.

Discussion was opened to audience comments.

A resident asked for clarification from District Counsel regarding the potential bond money. Ms. Kilinski and Mr. McGaffney provided further clarification.

A resident commented on the cost of the snack bar.

A resident asked for clarification on the pickleball and basketball courts and noted the increase to the CDD fees in Julington Creek after they redid their amenity center and compared it to the possible increase in CDD fees if the bonds were pulled for the District. She also asked how much the District was paying to heat the pool. Discussion ensued and answers were provided.

A resident recommended that staff record a video explaining the survey for residents.

A resident asked about café revenues, which was answered by Supervisor Loffredo.

Discussion continued among the Board members.

On a MOTION by Mr. Breslin, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved the Community Survey with updates made at the meeting, for the Trout Creek Community Development District.

EIGHTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 12: Consideration for Approval – The Minutes of the Board of Supervisor Workshop Held on May 11, 2026

B. Exhibit 13: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on May 28, 2026

C. Exhibit 14: Consideration for Acceptance – The May 2026 Unaudited Financial Statements

D. Exhibit 15: Consideration for Approval – Community Survey

E. Exhibit 16: Ratification of Schaffer Engineering Proposal – Electrical Engineering

On a MOTION by Mr. Wright, SECONDED by Mr. Sajkowski, WITH ALL IN FAVOR, the Board approved the Consent agenda as presented, excluding Item D. Exhibit 15, for the Trout Creek Community Development District.

NINTH ORDER OF BUSINESS – Discussion Topics

TENTH ORDER OF BUSINESS – Supervisors' Requests

Supervisor Wright requested that Firewise Planning be added to future workshops.

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

There being no audience comments, the next item followed.

TWELFTH ORDER OF BUSINESS – Next Workshop: July 7 at 10:00 a.m.

THIRTEENTH ORDER OF BUSINESS – Next Regular Meeting: July 23 at 6:00 p.m.

FOURTEENTH ORDER OF BUSINESS – Adjournment

Mr. McGaffney 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 8:54 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.*

192 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
193 **meeting held on July 23, 2026.**

194
195
196
197

Signature

Signature

Printed Name

Printed Name

198 **Title: ☐ Secretary ☐ Assistant Secretary**

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 20

*Trout Creek
Community Development District*

Financial Statements - Unaudited

June 30, 2026



Trout Creek CDD
Balance Sheet
June 30, 2026

	General Fund	Reserve Fund	Debt Service 2018	Debt Service 2020	Debt Service 2022	Debt Service 2025	A & C	Total
1 ASSETS								
2 Operating Account - South State	\$ 1,515,526	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,515,526
3 Reserve Account - South State	-	1,393,686	-	-	-	-	-	1,393,686
4 Kayak Account - South State	43,016	-	-	-	-	-	-	43,016
5 Investments:								
6 Revenue Trust Fund	-	-	534,251	138,494	145,982	343,586	-	1,162,314
7 Interest Fund	-	-	-	29	31	144	-	205
8 Prepayment Fund	-	-	-	41	-	-	-	41
9 Rebate Fund	-	-	-	-	-	-	-	-
10 Sinking Fund	-	-	-	35	-	-	-	35
11 Reserve Fund	-	-	407,141	239,900	210,638	-	-	857,679
12 Construction Fund	-	-	-	-	-	-	27,909	27,909
13 Cost of Issuance	-	-	-	-	-	-	6,025	6,025
14 Accounts Receivable	15,797	-	-	-	-	-	15,214	31,011
15 Assessments Receivable - On Roll	10,441	-	1,744	623	561	3,932	-	17,302
16 Due from Other Funds	41,291	-	8,153	2,411	2,171	11,881	-	65,907
17 Prepaid Items	54,568	-	-	-	-	-	-	54,568
18 Deposits	6,049	-	-	-	-	-	-	6,049
19 TOTAL ASSETS	1,686,687	1,393,686	951,289	381,534	359,384	359,544	49,149	5,181,272
20 LIABILITIES								
21 Accounts Payable	228,337	44,255	-	-	-	-	-	272,592
22 Accrued Expenses	111,528	-	-	-	-	-	-	111,528
23 Rental Deposits Payable	520	-	-	-	-	-	-	520
24 Sales Tax Payable	(311)	-	-	-	-	-	-	(311)
25 Due to Other Funds	24,616	41,291	-	-	-	-	-	65,907
26 Retainage Payable	-	-	-	-	-	-	15,214	15,214
27 Deferred Revenue - On Roll	10,441	-	1,744	623	561	3,932	-	17,302
28 TOTAL LIABILITIES	375,131	85,546	1,744	623	561	3,932	15,214	482,752
29 Fund Balance:								
30 Nonspendable	60,616	-	-	-	-	-	-	60,616
31 Assigned	-	-	-	-	-	-	-	-
32 Committed	24,616	-	-	-	-	-	-	-
32 Restricted	-	-	949,545	380,910	358,822	355,611	33,935	4,637,903
33 Unassigned	1,196,903	1,308,140	-	-	-	-	-	-
34 TOTAL FUND BALANCE	1,282,136	1,308,140	949,545	380,910	358,822	355,611	33,935	4,698,520
35 TOTAL LIABILITIES & FUND BALANCE	\$ 1,657,267	\$ 1,393,686	\$ 951,289	\$ 381,534	\$ 359,384	\$ 359,544	\$ 49,149	\$ 5,181,272

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through June 30, 2026

	FY2026 Adopted Budget	Year-to-Date Budget thru 06/30/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 06/30/26
1 REVENUES				
2 Special Assessments - On Roll	\$ 3,809,678	\$ 3,809,297	\$ 3,821,543	\$ 12,246
3 Special Assessments - Off Roll	8,631	8,622	8,636	14
4 Interest	25,000	18,750	28,707	9,957
5 HOA Capital Transfer	110,000	82,500	117,250	34,750
6 Activity Fees	20,000	15,000	18,438	3,438
7 Café Revenues	35,000	24,000	26,407	2,407
8 Facilities Rentals	40,000	30,000	39,120	9,120
9 HOA Reimbursement	45,000	33,750	25,884	(7,866)
10 Insurance Proceeds	-	-	2,000	2,000
11 Misc. Revenues	-	-	59,610	59,610
12 Special Events Revenues	40,000	30,000	6,478	(23,522)
13 TOTAL REVENUES	\$ 4,133,309	\$ 4,051,919	\$ 4,154,072	\$ 102,153
14 EXPENDITURES				
15 Administrative:				
16 Supervisors Fees	24,000	18,000	16,600	(1,400)
17 Accounting Services	22,362	16,772	19,318	2,546
18 Administrative Services	5,512	4,134	7,297	3,163
19 Arbitrage Rebate Calculation	1,800	1,350	-	(1,350)
20 Assessment Roll	5,966	4,475	9,395	4,920
21 Auditing Services	4,100	3,075	-	(3,075)
22 Disclosure Report	8,000	8,000	10,333	2,333
23 District Engineer	40,000	30,000	28,463	(1,538)
24 District Management	22,122	16,592	33,218	16,626
25 Dues, Licenses & Fees	175	175	546	371
26 Financial & Revenue Collections	5,682	4,262	2,368	(1,894)
27 Legal Advertising	3,500	2,625	1,402	(1,223)
28 Miscellaneous Fees	1,200	900	1,370	470
29 Public Officials Liability Insurance	3,600	3,600	2,089	(1,511)
30 Trustee Fees	15,000	11,250	12,700	1,450
31 Website Hosting, Maintenance & Backup	3,700	2,775	5,475	2,700
32 District Counsel	150,000	112,500	160,735	48,235
33 Litigation/Mediation	-	-	30,078	30,078
34 Total Administrative	316,719	240,483	341,385	100,902
35 Field Operations:				
36 Law Enforcement:				
37 Security	62,000	46,500	45,187	(1,313)
38 Total Law Enforcement	62,000	46,500	45,187	(1,313)
39 Utilities:				
40 Electric - Recreation Facilities	56,000	42,000	47,215	5,215
41 Electric - Streetlights	62,000	46,500	62,737	16,237
42 Utility Services - Meters	12,000	9,000	9,260	260
43 Gas Utility Services	17,000	12,750	1,708	(11,042)

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through June 30, 2026

	FY2026 Adopted Budget	Year-to-Date Budget thru 06/30/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 06/30/26
44 Garbage/Solid Waste	15,000	11,250	10,880	(370)
45 Reclaimed Water	445,000	311,500	228,871	(82,629)
46 Water-Sewer Recreational Facilities	18,375	13,781	11,202	(2,579)
47 Total Utilities	<u>625,375</u>	<u>446,781</u>	<u>371,873</u>	<u>(74,909)</u>
48 <i>Stormwater Control:</i>				
49 Aquatic Maintenance	55,000	41,250	38,159	(3,091)
50 Stormwater System Maintenance	3,500	2,625	-	(2,625)
51 Total Stormwater Control	<u>58,500</u>	<u>43,875</u>	<u>38,159</u>	<u>(5,716)</u>
52 <i>Other Physical Environment:</i>				
53 Common Area Pine Straw Mulch	140,000	105,000	157,027	52,027
54 Entry & Wall Maintenance & Repair	2,500	1,875	445	(1,430)
55 General Liability & Property Insurance	112,928	112,928	94,765	(18,163)
56 Holiday Decorations	7,500	6,000	3,402	(2,598)
57 Irrigation Repair	35,000	26,250	28,658	2,408
58 Landscape & Irrigation Maintenance	1,070,000	787,569	738,910	(48,659)
59 Landscape Replacements	70,000	52,500	93,609	41,109
60 Miscellaneous Expenses	20,000	15,000	39,413	24,413
61 Total Other Physical Environment	<u>1,457,928</u>	<u>1,107,122</u>	<u>1,156,229</u>	<u>49,107</u>
62 <i>Road & Street Facilities:</i>				
63 Amenity Lighting Repairs	5,000	3,750	-	(3,750)
64 Total Road & Street Facilities	<u>5,000</u>	<u>3,750</u>	<u>-</u>	<u>(3,750)</u>
65 <i>Parks & Recreation:</i>				
66 Access Control Maintenance & Repair	10,000	7,500	4,155	(3,345)
67 Janitorial Service	25,000	18,750	7,700	(11,050)
68 Amenity Maintenance & Repair	75,000	56,250	82,210	25,960
69 Amenity Management Service Contracts	23,244	17,433	17,433	-
70 Café Materials	25,000	18,500	14,239	(4,261)
71 Janitorial Supplies	12,000	9,000	17,716	8,716
72 Community Gardens Maintenance & Supplies	500	375	312	(63)
73 Dog Waste Station Supplies	750	563	183	(380)
74 Employee - Amenity Staff	905,000	678,750	585,736	(93,014)
75 Fitness Equipment Lease	37,560	28,170	29,413	1,243
76 Fitness Equipment Maintenance/Repairs	4,000	3,000	3,466	466
77 Licenses, Fees & Permits	16,000	12,000	8,504	(3,496)
78 Lifeguard/Pool Monitors	185,733	87,300	97,038	9,738
79 Office Supplies	10,800	8,100	1,648	(6,452)
80 Operating Supplies	7,200	5,400	12,643	7,243
81 Pest Control/Termite Bond	3,000	2,250	3,554	1,304
82 Pool Chemicals	59,000	59,000	59,022	22
83 Pool Maintenance Contract	35,000	26,250	33,343	7,093
84 Security System Monitoring & Maintenance	4,000	3,000	14,459	11,459
85 Telephone, Internet, Cable	15,000	11,250	10,677	(573)
86 Tennis Court Programs & Maint & Supplies	5,000	3,750	2,729	(1,021)
87 Training & Education	5,400	4,050	1,891	(2,159)

**Trout Creek CDD
General Fund**

**Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through June 30, 2026**

	FY2026 Adopted Budget	Year-to-Date Budget thru 06/30/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 06/30/26
88 Uniforms	2,000	1,500	987	(513)
90 Wildlife Management	1,500	1,125	531	(594)
91 Total Parks & Recreation	<u>1,467,687</u>	<u>1,063,266</u>	<u>1,009,589</u>	<u>(53,676)</u>
92 <i>Special Events:</i>				
93 Shuttle Service	15,100	10,550	12,275	1,725
94 Special Events	75,000	58,500	71,072	12,572
95 Total Special Events	<u>90,100</u>	<u>69,050</u>	<u>83,347</u>	<u>14,297</u>
95 <i>Contingency:</i>				
96 Miscellaneous Contingency	50,000	37,500	49,499	11,999
97 Total Contingency	<u>50,000</u>	<u>37,500</u>	<u>49,499</u>	<u>11,999</u>
98 Total Field Operations	<u>3,816,590</u>	<u>2,817,844</u>	<u>2,753,883</u>	<u>(63,961)</u>
99 Total Expenditures	<u>\$ 4,133,309</u>	<u>\$ 3,058,327</u>	<u>\$ 3,095,268</u>	<u>\$ 36,941</u>
100 Excess of Revenue Over/(Under) Expenditures	<u>-</u>	<u>993,593</u>	<u>1,058,804.48</u>	<u>65,212</u>
101 Other Funding Sources/(Uses)				
102 Transfers In	-	-	3,358,757	3,358,757
103 Transfers Out	-	-	(3,358,757)	(3,358,757)
104 Total Other Funding Sources/(Uses)	<u>-</u>	<u>-</u>	<u>0</u>	<u>0</u>
105 Net Change in Fund Balance	<u>-</u>	<u>993,593</u>	<u>1,058,804.68</u>	<u>65,212</u>
106 Fund Balance - Beginning			223,331	223,331
107 Fund Balance - Ending	<u>\$ -</u>	<u>\$ 993,593</u>	<u>\$ 1,282,135.86</u>	<u>\$ 288,543</u>

Trout Creek CDD
General Fund
Variances & Explanations
For the period from October 1, 2025 through June 30, 2026

Description	YTD Budget (100%)	MTD Budget (75%)	Actual Expense	% of YTD Budget	Explanation
Administrative Services:					
Accounting Services	22,362	16,772	19,318	86.39%	Change in management companies - monthly rate went from \$1,863.50 to \$2,000
Administrative Services	5,512	4,475	7,297	132.38%	Change in management companies - monthly rate went from \$459.33 to \$1,000
Assessment Roll	5,596	4,475	9,395	167.89%	Vesta does not use the "Financial & Revenue Collections" category. Total monthly of these categories for previous management company was \$19,648 vs \$17,286 for Vesta.
Disclosure Report	8,000	8,000	10,333	129.16%	
Financial & Revenue Collections	5,682	4,262	2,368	41.68%	
District Management	22,122	16,592	33,218	150.16%	Change in management companies - monthly rate went from \$1,843.50 to \$5,000
Dues, Licenses & Fees	175	175	546	312.00%	This line generally is used solely for the Special District Fee but bank fees have also been applied to the G/L code.
Miscellaneous Fees	1,200	900	1,370	114.17%	Bank fees and new check order due to change in management companies
Website Hosting, Maintenance & Backup	3,700	2,775	5,475	147.97%	Live streaming of meetings has been added to expenses at \$350 per month starting in February 2026
District Counsel	150,000	112,500	140,603	93.74%	\$12,500 was budgeted per month however an average of \$15,600 has been spent per month.
Litigation & Mediation	-	-	26,358		No funds were budgeted for this line item.
Utilities:					
Electric - Streetlights	62,000	42,000	56,228	90.69%	Cost of streetlighting rose above what was budgeted. Average bill in FY25 \$5,179 vs. FY26 \$6,248
NOTE: Utility services has expended 52.7% of the amount budgeted for the year.					
Other Physical Environment:					
Common Area Pine Straw Mulch	140,000	105,000	157,027	112.16%	This is for mulch but includes items (\$12,380) for maintenance & repairs from 10/2025

Landscape Replacements	70,000	52,500	93,609	133.73%	Thgis includes \$7,554 for weed block for community garden, sod damage caused by car; oak & maple mitigation \$18,126, etc.
Miscellaneous Expenses	20,000	15,000	39,413	197.07%	Includes multiple tree removals.

Parks & Recreation:

Amenity Maintenance & Repair	75,000	56,250	82,210	109.61%	Includes pump motor for front pond \$4,320, Lazy River tubes \$1,809, pressure washing \$7,850, signs \$4,130 & \$650, crack repairs \$2,021, plus \$52K of items from Oct-Feb
Janitorial Supplies	12,000	9,000	17,716	147.63%	\$1,000 per month purchased but average of over \$1,700 per month purchased.
Operating Supplies	7,200	5,400	12,643	175.60%	Copier lease expenses of \$6,407 through June
Pest Control/Termite Bond	3,000	2,250	3,554	118.47%	Additional services of rodent, fire ant and mosquito control increased monthly cost.
Pool Maintenance Contract	35,000	26,250	33,343	95.27%	Additional items added to \$2,800 monthly service invoices.
Security System Monitoring & Maintenance	4,000	3,000	14,459	361.48%	Service call of \$2,151 in Oct and camera system \$2,165, and a couple of higher than normal bills (\$950-970 ea)

Special Events:

Special Events	75,000	58,500	71,072	94.76%	More holidays occur in the beginning of the fiscal year than at the end
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NOTE: Special Events has expended 92.5% of the amount budgeted for the year.

Contingency:

Miscellaneous Contingency	50,000	37,500	49,499	99.00%	\$28,000 pressure washing and \$12,083 aquatic mamagment was the major expenses
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NOTE: Based on unaccrued numbers

Trout Creek CDD
Reserve Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through June 30, 2026

	FY2026 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1 REVENUES				
2 Special Assessments	\$ 425,000	\$ 425,000	\$ -	100.00%
3 Interest	40,000	16,617	(23,383)	41.54%
4 TOTAL REVENUES	465,000	441,617	(23,383)	94.97%
5 EXPENDITURES				
6 Capital Outlay	465,000	\$ 345,158	(119,842)	74.23%
7 TOTAL EXPENDITURES	465,000	345,158	(119,842)	1
8 Revenues Over/(Under) Expenditures	-	96,460	96,460	
9 OTHER FINANCING SOURCES/(USES)				
10 Transfers In		3,358,757	3,358,757	
11 Transfers Out		(2,838,486)	(2,838,486)	
12 TOTAL OTHER FINANCING SOURCES/(USES)	-	520,271	520,271	
13 FUND BALANCE BEGINNING	-	691,409	691,409	
14 Net Changes in fund balance	-	616,731	616,731	
15 FUND BALANCE, ENDING	\$ -	\$ 1,308,140	\$ 1,308,140	

**Trout Creek CDD
Debt Service 2018**

**Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through June 30, 2026**

	FY2026 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1 REVENUES				
2 Special Assessments	\$ 815,146	\$ 823,104	\$ 7,958	100.98%
3 Interest	-	29,474	29,474	
4 TOTAL REVENUES	815,146	852,578	37,432	104.59%
5 EXPENDITURES				
6 Interest Expense				
7 May 1, 2026	294,553	294,553	0	100.00%
8 November 1, 2025	294,553	294,691	138	100.05%
9 Prinicipal Payment May 1, 2026	230,000	235,000	5,000	102.17%
10 TOTAL EXPENDITURES	819,106	824,244	5,138	100.63%
11 Revenues Over/(Under) Expenditures	(3,960)	28,334	32,294	-715.48%
12 OTHER FINANCING SOURCES/(USES)				
13 Transfers In		-	-	
14 Transfers Out		(408,569)	(408,569)	
15 TOTAL OTHER FINANCING SOURCES/(USES)	-	(408,569)	408,569	
16 FUND BALANCE BEGINNING	-	1,329,779	1,329,779	
17 Net Changes in fund balance	(3,960)	(380,234)	(376,274)	
18 FUND BALANCE, ENDING	\$ (3,960)	\$ 949,545	\$ 953,505	

Trout Creek CDD
Debt Service 2020
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through June 30, 2026

	FY2026 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1 REVENUES				
2 Special Assessments	\$ 241,444	\$ 243,797	\$ 2,353	100.97%
3 Interest	-	9,882	9,882	
4 TOTAL REVENUES	241,444	253,679	12,235	105.07%
5 EXPENDITURES				
6 Interest Expense				
7 May 1, 2026	73,425	74,938	1,513	102.06%
8 November 1, 2025	74,938	74,938	(1)	
9 Prinicipal Payment May 1, 2026	90,000	90,000	-	100.00%
10 TOTAL EXPENDITURES	238,363	239,875	1,512	100.63%
11 Revenues Over/(Under) Expenditures	3,081	13,804	10,723	448.03%
12 OTHER FINANCING SOURCES/(USES)				
13 Transfers In		-	-	
14 Transfers Out		-	-	
15 TOTAL OTHER FINANCING SOURCES/(USES)	-	-	-	
16 FUND BALANCE BEGINNING	-	367,106	367,106	
17 Net Changes in fund balance	3,081	13,804	10,723	
18 FUND BALANCE, ENDING	\$ 3,081	\$ 380,910	\$ 377,829	

Trout Creek CDD
Debt Service 2022
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through June 30, 2026

	FY2025 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1 REVENUES				
2 Special Assessments	\$ 217,410	\$ 219,529	\$ 2,119	100.97%
3 Interest	-	8,879	8,879	
4 TOTAL REVENUES	217,410	228,408	10,998	105.06%
5 EXPENDITURES				
6 Interest Expense				
7 May 1, 2026	129,396	79,396	(50,000)	61.36%
8 November 1, 2025	78,208	79,396	1,188	101.52%
9 Prinicipal Payment May 1, 2026	50,000	50,000	-	100.00%
10 TOTAL EXPENDITURES	257,604	208,791	(48,813)	81.05%
11 Revenues Over/(Under) Expenditures	(40,194)	19,616	59,810	-48.80%
12 OTHER FINANCING SOURCES/(USES)				
13 Transfers In		-	-	
14 Transfers Out		-	-	
15 TOTAL OTHER FINANCING SOURCES/(USES)	-	-	-	
16 FUND BALANCE BEGINNING	-	339,206	339,206	
17 Net Changes in fund balance	(40,194)	19,616	59,810	
18 FUND BALANCE, ENDING	\$ (40,194)	\$ 358,822	\$ 399,016	

Trout Creek CDD
Debt Service 2025
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through June 30, 2026

	FY2025 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1 REVENUES				
2 Special Assessments	\$ 1,192,288	\$ 1,202,890	\$ 10,602	100.89%
3 Interest	-	12,548	12,548	
4 TOTAL REVENUES	1,192,288	1,215,438	23,150	101.94%
5 EXPENDITURES				
6 Interest Expense				
7 May 1, 2026	340,906	340,956	50	100.01%
8 November 1, 2025	329,906	299,284	(30,622)	
9 Prinicipal Payment May 1, 2026	520,000	520,000	-	100.00%
10 TOTAL EXPENDITURES	1,190,812	1,160,240	(30,572)	97.43%
11 Revenues Over/(Under) Expenditures	1,476	55,198	53,722	3740.69%
12 OTHER FINANCING SOURCES/(USES)				
13 Transfers In		-	-	
14 Transfers Out		520,271	520,271	
15 TOTAL OTHER FINANCING SOURCES/(USES)	-	(520,271)	(520,271)	
16 FUND BALANCE BEGINNING	-	820,685	820,685	
17 Net Changes in fund balance	1,476	(465,074)	(466,549)	
18 FUND BALANCE, ENDING	\$ 1,476	\$ 355,611	\$ 354,136	

Trout Creek CDD
Acquisition & Construction Funds
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through June 30, 2026

	Acq & Const 2018	Acq & Const 2020	Acq & Const 2022	Acq & Const 2025	Total Acq & Const
1 REVENUE					
2 Interest	\$ 1,222	\$ -	\$ 226	\$ 7,632	\$ 9,079
3 TOTAL REVENUE	1,222	-	226	7,632	9,079
4 EXPENDITURES					
5 Construction in Progress	414,178	-	-	408,215	822,394
6 TOTAL EXPENDITURES	414,178	-	-	408,215	822,394
7 REVENUES OVER/(UNDER) EXPENDITURES	(412,957)	-	226	(400,583)	(813,314)
8 OTHER FINANCING SOURCES/(USES)					
9 Transfers In	408,569	-	-	-	408,569
10 Transfers Out	-	-	-	-	-
11 TOTAL OTHER FINANCING SOURCES/(USES)	408,569	-	-	-	408,569
12 FUND BALANCE BEGINNING (OCT 1, 2025)	5,538	-	8,547	424,595	438,680
13 NET CHANGES IN FUND BALANCE	(4,388)	-	226	(400,583)	(404,745)
14 FUND BALANCE, ENDING	\$ 1,150	\$ -	\$ 8,773	\$ 24,012	\$ 33,935

Trout Creek CDD
Cash and Investment Report
June 30, 2026

GENERAL FUND

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
Operating Account	South State	N/A	\$ 1,515,526
Money Market	South State	N/A	1,393,686
Kayak	South State	0.00%	43,016
Total GF			<u>\$ 2,952,228</u>

DEBT SERVICE FUNDS

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
2018 Revenue Trust Fund	BNY	3.53%	\$ 534,251
2018 Reserve Fund	BNY	3.53%	407,141
Subtotal DS 2018			<u>\$ 534,251</u>
2020 Revenue Trust Fund	BNY	3.53%	\$ 138,494
2020 Interest Fund	BNY	3.53%	29
2020 Prepayment	BNY	3.53%	41
2020 Sinking Fund	BNY	3.53%	35
2020 Reserve Fund	BNY	3.53%	239,900
Subtotal DS 2020			<u>\$ 138,599</u>
2022 Revenue Trust Fund	BNY	3.53%	\$ 145,982
2022 Interest Fund	BNY	3.53%	31
2022 Reserve Fund	BNY	3.53%	210,638
Suntotal DS 2022			<u>\$ 146,013</u>
2025 Revenue Trust Fund	BNY	3.53%	\$ 343,586
2025 Interest Fund	BNY	3.53%	144
Subtotal DS 2025			<u>\$ 343,730</u>
Total DS			<u>\$ 1,162,594</u>
Total All Funds			<u><u>\$ 4,114,822</u></u>

Trout Creek CDD

Check Register

June 30, 2026

Date	Num	Name	Memo	Debit	Credit	Balance
05/31/2026			Balance Forward			1,870,462.39
06/01/2026	060126ACH2	Konica Minolta Premier Finance	Copier Lease 4/30/26 - 5/30/26		497.64	1,869,964.75
06/01/2026	060126ACH1	AT&T	Telephone & Internet 5/9/26 - 6/8/26		193.27	1,869,771.48
06/02/2026	060226ACH1	Florida Natural Gas	182 Kayak Way 4/1/26 - 5/6/26		14.57	1,869,756.91
06/03/2026	060326ACH1	Florida Power & Light Company	574 TIMBERWOLF TRL Apr 13, 2026 to May 13, 2026		31.70	1,869,725.21
06/03/2026	060326ACH2	Florida Power & Light Company	38 ROSEMONT DR Apr 13, 2026 to May 13, 2026		39.14	1,869,686.07
06/03/2026	060326ACH3	Florida Power & Light Company	37 TIMBERWOLF TRL Apr 13, 2026 to May 13, 2026		51.87	1,869,634.20
06/03/2026	060326ACH4	Florida Power & Light Company	25 RIDGEWIND DR #LTG Apr 13, 2026 to May 13, 2026		57.87	1,869,576.33
06/03/2026	100089	Prestige Landscapes of North Florida, Inc	Invoice: 12823 (Reference: Landscape Maintenance June 26.) Invoice: 12822 (Reference: Landsca...		48,062.93	1,821,513.40
06/03/2026	100090	W.B. Mason Co., Inc.	Invoice: 260531073 (Reference: Janitorial Supplies.) Invoice: 260450887 (Reference: Janitoria...		1,233.08	1,820,280.32
06/03/2026	100091	FCS Management Group, LLC	Invoice: 202600601-002 (Reference: Management Fees.)		5,000.00	1,815,280.32
06/03/2026	100092	Bleu Bear Designs, LLC	Invoice: 45 (Reference: Shirts.)		422.43	1,814,857.89
06/03/2026	100093	Ruppert Landscape, LLC	Invoice: 839157 (Reference: Install additional Agapanthus.) Invoice: 839161 (Reference: Buffe...		6,951.68	1,807,906.21
06/03/2026	100094	VGlobal Tech	Invoice: 8536 (Reference: Website Hosting.) Invoice: 8537 (Reference: Website Hosting.)		300.00	1,807,606.21
06/03/2026	100095	Bob's Backflow & Plumbing Services, Inc.	Invoice: 27221 (Reference: Backflow Testing.)		90.00	1,807,516.21
06/04/2026	060426ACH1	Republic Services			2,544.82	1,804,971.39
06/04/2026	060426ACH2	Noreast Capital Corporation			6,883.94	1,798,087.45
06/05/2026	100096	C Buss Enterprises, Inc.	Invoice: 6250 (Reference: Pool Maintenance June 26.)		3,287.46	1,794,799.99
06/05/2026	100097	EZ Event Ride Inc.	Invoice: 051926 (Reference: Event Ride Shuttling.)		2,500.00	1,792,299.99
06/05/2026	100098	Hi-Tech System Associates	Invoice: 80126 (Reference: Security Monitoring.)		427.50	1,791,872.49
06/05/2026	100099	W.B. Mason Co., Inc.	Invoice: 261716223 (Reference: Janitorial Supplies.) Invoice: 261665366 (Reference: Janitoria...		2,463.29	1,789,409.20
06/05/2026	100100	Buzz FX Pro	Invoice: 052926- (Reference: DJ for Event.)		900.00	1,788,509.20
06/05/2026	100101	Cronin Ace Hardware	Invoice: 9410 /1 (Reference: Janitorial Supplies.) Invoice: 009364/1 (Reference: Parts.) I...		397.65	1,788,111.55
06/05/2026	100102	TIGRIS Aquatic Services, LLC	Invoice: 4647672 (Reference: Aquatic Services June 26.)		400.00	1,787,711.55
06/05/2026	100103	Vesta Property Services	Invoice: 431761 (Reference: Pool Management March 26.) Invoice: 432384 (Reference: Pool Manag...		22,912.51	1,764,799.04
06/05/2026	100104	Broadcast Music, Inc.	Invoice: 12462911 (Reference: Music License Fee 11/01/25 - 10/31/26.)		738.75	1,764,060.29
06/05/2026	100105	Ruppert Landscape, LLC	Invoice: 837984 (Reference: Landscape Management June 26.)		33,127.56	1,730,932.73
06/08/2026	100106	Shaw's Tree Services, LLC	Invoice: 32771 (Reference: Remove 2 dead trees.)		1,300.00	1,729,632.73
06/08/2026	100107	Hi-Tech System Associates	Invoice: 443735 (Reference: Security Monitoring.) Invoice: 443736 (Reference: Access Control ...		498.99	1,729,133.74
06/08/2026	100108	Kristen Sparrow Circus	Invoice: 202651901 (Reference: 50% Deposit.)		175.00	1,728,958.74
06/08/2026	100109	Graham Yirka	Invoice: 1001 (Reference: DJ Services.)		300.00	1,728,658.74
06/08/2026	060826BOS1	Heather M. Loffredo	BOS MTG 4/26/26		200.00	1,728,458.74
06/08/2026	060826BOS2	James J. Breslin, III	BOS MTG 4/26/26		200.00	1,728,258.74
06/08/2026	060826BOS3	Richard C. Wright	BOS MTG 4/26/26		200.00	1,728,058.74
06/08/2026	060826BOS4	Ronnie Murphy	BOS MTG 4/26/26		200.00	1,727,858.74
06/08/2026	060826BOS5	Vincent J. Sajkowski	BOS MTG 4/26/26		200.00	1,727,658.74
06/09/2026	060926BOS1	Heather M. Loffredo	BOS MTG 5/28/26		200.00	1,727,458.74
06/09/2026	060926BOS2	James J. Breslin, III	BOS MTG 5/28/26		200.00	1,727,258.74
06/09/2026	060926BOS3	Ronnie Murphy	BOS MTG 5/28/26		200.00	1,727,058.74
06/09/2026	060926BOS4	Vincent J. Sajkowski	BOS MTG 5/28/26		200.00	1,726,858.74
06/09/2026	060926ACH1	Nadar's Pest Raiders	Fire Ant Service June 26		65.00	1,726,793.74

Trout Creek CDD

Check Register

June 30, 2026

Date	Num	Name	Memo	Debit	Credit	Balance
06/09/2026	060926ACH2	Nadar's Pest Raiders	Mosquito Service June 26		100.00	1,726,693.74
06/09/2026	060926ACH3	Nadar's Pest Raiders	Pest Control Service June 26		119.00	1,726,574.74
06/09/2026			Interest	2,467.54		1,729,042.28
06/10/2026	061026ACH1	Amazon Capital Services, Inc.	Various Purchases		4,261.71	1,724,780.57
06/10/2026	061026ACH2	JEA	Water, Sewer & Irrigation 4/14/26 - 5/13/26		27,784.95	1,696,995.62
06/11/2026	061126ACH1	The Sherwin-Williams Company			135.34	1,696,860.28
06/12/2026	3031	FirstService Residential Florida, Inc.			129,829.17	1,567,031.11
06/12/2026			Deposit	16.10		1,567,047.21
06/12/2026	8507012355	Shearwater HOA/Entity OSPE		10,087.11		1,577,134.32
06/15/2026			Deposit	23.51		1,577,157.83
06/15/2026	100110	TIGRIS Aquatic Services, LLC	Invoice: 4645399 (Reference: Aquatic Services.)		4,100.00	1,573,057.83
06/16/2026	061626ACH1	Florida Power & Light Company	121 KAYAK CLUB DR # LANDSCAPE May 5, 2026 to Jun 4, 2026		30.73	1,573,027.10
06/16/2026	061626ACH2	Florida Power & Light Company	31 SEASTAR CT # HOA May 5, 2026 to Jun 4, 2026		31.11	1,572,995.99
06/16/2026	061626ACH3	Florida Power & Light Company	133 APPIAN AVE #LGHTS May 5, 2026 to Jun 4, 2026		32.84	1,572,963.15
06/16/2026	061626ACH4	Florida Power & Light Company	1626 SHEARWATER PKWY #IRR May 5, 2026 to Jun 4, 2026		36.97	1,572,926.18
06/16/2026	061626ACH6	Florida Power & Light Company	79 FALLS DR #LGHTS May 5, 2026 to Jun 4, 2026		43.82	1,572,882.36
06/16/2026	061626ACH5	Florida Power & Light Company	435 SHEARWATER PKWY # LANDSCAPE May 5, 2026 to Jun 4, 2026		43.25	1,572,839.11
06/16/2026	061626ACH7	Florida Power & Light Company	158 DALTON CIR #LGHTS May 5, 2026 to Jun 4, 2026		44.74	1,572,794.37
06/16/2026	061626ACH8	Florida Power & Light Company	15 SHEARWATER PKWY # SIGN May 5, 2026 to Jun 4, 2026		58.12	1,572,736.25
06/16/2026	061626ACH9	Florida Power & Light Company	639 SHEARWATER PKWY # LANDSCAPE May 5, 2026 to Jun 4, 2026		60.14	1,572,676.11
06/16/2026	061626ACH10	Florida Power & Light Company	871 SHEARWATER PKWY # LANDSCAPE May 5, 2026 to Jun 4, 2026		63.77	1,572,612.34
06/16/2026	061626ACH11	Florida Power & Light Company	2105 SHEARWATER PKWY May 5, 2026 to Jun 4, 2026		74.24	1,572,538.10
06/16/2026	061626ACH12	Florida Power & Light Company	275 SHEARWATER PKWY # LANDSCAPE May 5, 2026 to Jun 4, 2026		159.52	1,572,378.58
06/16/2026	061626ACH13	Florida Power & Light Company	126 KAYAK WAY # AMENITY 1 May 5, 2026 to Jun 4, 2026		253.81	1,572,124.77
06/16/2026	061626ACH14	Florida Power & Light Company	100 KAYAK WAY # AMENITY 2 May 5, 2026 to Jun 4, 2026		691.29	1,571,433.48
06/16/2026	061626ACH15	Florida Power & Light Company	144 KAYAK WAY # AMENITY 3 May 5, 2026 to Jun 4, 2026		1,312.74	1,570,120.74
06/16/2026	061626ACH16	Florida Power & Light Company	182 KAYAK WAY # AMENITY 4 May 5, 2026 to Jun 4, 2026		2,548.08	1,567,572.66
06/16/2026	061626ACH17	Florida Power & Light Company	100 COUNTY ROAD 210 W May 5, 2026 to Jun 4, 2026		6,284.34	1,561,288.32
06/17/2026	061726ACH1	AT&T	TV & Internet 5/26/26 - 6/25/26		32.10	1,561,256.22
06/17/2026	061726ACH2	AT&T	TV & Internet 5/26/26 - 6/25/26		32.10	1,561,224.12
06/18/2026	ACH06182026	Florida Dept of Revenue	Sales Tax May		329.65	1,560,894.47
06/19/2026			Deposit	19,950.00		1,580,844.47
06/19/2026			Deposit	608.83		1,581,453.30
06/23/2026	062326ACH1	Florida Power & Light Company	204 CHALET CT #IRR May 7, 2026 to Jun 8, 2026		30.80	1,581,422.50
06/23/2026	062326ACH2	Florida Power & Light Company	315 ROSEMONT DR # IRR May 7, 2026 to Jun 8, 2026		32.92	1,581,389.58
06/23/2026	062326ACH3	Florida Power & Light Company	23 CALCUTTA DR # IRR May 7, 2026 to Jun 8, 2026		46.40	1,581,343.18
06/23/2026	062326ACH4	Florida Power & Light Company	405 KINGBIRD DR #LF STA May 7, 2026 to Jun 8, 2026		63.84	1,581,279.34
06/23/2026			Deposit	19,870.83		1,601,150.17
06/25/2026	062526ACH1	AT&T	Internet 6/3/26 - 7/2/26		30.00	1,601,120.17
06/26/2026	100111	Kilinski Van Wyk, PLLC	Invoice: 15248 (Reference: General Counsel- legal services.) Invoice: 15249 (Reference: Verde...		22,904.77	1,578,215.40
06/26/2026	100112	Vesta District Services	Invoice: 433061 (Reference: JUN26 District Management services.)		3,857.14	1,574,358.26

Trout Creek CDD
Check Register
June 30, 2026

Date	Num	Name	Memo	Debit	Credit	Balance
06/26/2026	100113	BNY	Invoice: 00252-26-0124696 (Reference: Trustee Fees.) Invoice: 00252-26-0124659 (Reference: Tr...		8,000.00	1,566,358.26
06/26/2026	100114	Greenlee Law, PLLC	Invoice: 2197 (Reference: legal services.)		4,091.00	1,562,267.26
06/26/2026	100115	First Coast Fire & Safety Equipment	Invoice: 4571033026 (Reference: FIRE & SAFETY ANNUAL MAINTENANCE.)		428.90	1,561,838.36
06/26/2026	100116	Hi-Tech System Associates	Invoice: 443772 (Reference: system monitoring.)		2,750.00	1,559,088.36
06/26/2026	100117	Mini Melts USA LLC	Invoice: 993342 (Reference: ice cream for cafe.) Invoice: 1010228 (Reference: Ice Cream for C...		1,245.79	1,557,842.57
06/26/2026	100118	W.B. Mason Co., Inc.	Invoice: 262489723 (Reference: Janitorial supplies.) Invoice: 262616135 (Reference: gym suppl...		469.66	1,557,372.91
06/26/2026	100119	Sundancer Sign Graphics	Invoice: 15898 (Reference: Shearwater Style Sign Face with Digital Print Reading No Motorized Ve...		4,130.00	1,553,242.91
06/26/2026	100120	Innovation Fountain Services, Inc.	Invoice: 2029761 (Reference: Fountain Services.)		445.00	1,552,797.91
06/26/2026	100121	John Helton	Invoice: 599 (Reference: Father's Day Poolside Celebration.)		300.00	1,552,497.91
06/26/2026	100122	All Weather Contractors, Inc.	Invoice: 212247 (Reference: Plumbing repair.)		245.00	1,552,252.91
06/26/2026	100123	FirstService Residential Florida, Inc.	Invoice: 11156387 (Reference: staff pay.)		27,664.10	1,524,588.81
06/26/2026	100124	Vesta Property Services	Invoice: 433066 (Reference: May26 Lifeguards, pool monitor and supervisor.)		18,309.52	1,506,279.29
06/26/2026	100125	LuttMedia	Invoice: INV0034 (Reference: Website hosting and maintenance.)		350.00	1,505,929.29
06/26/2026	100126	Yuro & Associates, LLC	Invoice: 4103 (Reference: Trout Creek - May Engineering Efforts.)		3,700.00	1,502,229.29
06/26/2026	100127	Tipsy Turvy	Invoice: 178849-000107 (Reference: drinks for special event.)		150.00	1,502,079.29
06/26/2026	062626CC1	Valley Bank Credit Card	Various Purchases		5,888.72	1,496,190.57
06/29/2026	37		St Augustine Electric Motors Inv 109077 dtd 10/23/25 Rizzetta G/L	9,300.00		1,505,490.57
06/29/2026	38		Sundancer Signs/Hardscape/Sunshine St Sol/Straight Press Wash/Wayfair reclasses	11,091.97		1,516,582.54
06/30/2026	100128	LuttMedia	Invoice: INV0036 (Reference: Live Streaming Services.)		350.00	1,516,232.54
06/30/2026	063026ACH1	Konica Minolta Premier Finance	Copier Lease 5/30/26 - 6/30/26		497.64	1,515,734.90
06/30/2026	063026ACH2	AT&T	Internet & Phone 6/6/26 - 7/5/26		142.11	1,515,592.79
06/30/2026	063026ACH3	TECO	2105 Shearwater Pkwy May 07, 2026 - June 05, 2026		67.10	1,515,525.69
06/30/2026				73,415.89	428,352.59	1,515,525.69

Trout Creek CDD
Bank Reconciliation
June 30, 2026

Operating Account

Balance per Bank Statement	\$ 1,590,794.73
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Plus:	Deposits	22,168.60
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Less:	Outstanding Checks	97,437.64
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Adjusted Bank Balance	<u>\$ 1,515,525.69</u>
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Beginning Cash Balance Per Books	\$ 1,870,462.39
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Cash Receipts	73,415.89
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Cash Disbursements	428,352.59
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Balance per Books	<u>\$ 1,515,525.69</u>
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Trout Creek CDD
Non-Ad Valorem Special Assessments
St Johns County Tax Collector
For the Fiscal Year Ending September 30, 2026

Date	Description	General Fund	Reserve Fund	Debt Service 2018	Debt Service 2020	Debt Service 2022	Debt Service 2025	Total
10/1/2025	Assessments - On Roll	\$ 3,809,674.66	\$ 425,000.00	\$ 815,145.81	\$ 241,444.09	\$ 217,410.25	\$ 1,192,287.60	\$ 6,700,962.41
	% Breakdown	56.86%	6.34%	12.17%	3.60%	3.24%	17.78%	100.00%
	Off-Roll	8,631.00						
11/03/25	Distribution #1	9,613.41	-	1,851.12	548.05	493.50	2,704.43	15,210.52
11/18/25	Distribution #2	71,552.78	-	13,777.92	4,079.18	3,673.13	20,129.13	113,212.18
11/21/26	Distribution #3	106,889.23	-	20,582.17	6,093.68	5,487.11	30,069.92	169,122.18
12/16/25	Distribution #4	355,200.85	-	68,396.08	20,249.77	18,234.06	99,924.59	562,005.57
12/23/25	Distribution #5	110,704.25	425,000.00	103,153.10	30,540.15	27,500.12	150,703.54	847,601.49
01/14/26	Distribution #6	2,986,026.00	-	574,977.41	170,231.37	153,286.19	840,024.51	4,724,547.32
02/19/26	Distribution #7	90,446.58	-	17,416.03	5,156.30	4,643.03	25,444.29	143,106.23
03/16/26	Distribution #8	30,220.48	-	5,819.13	1,722.85	1,551.35	8,501.58	47,815.40
04/24/26	Distribution #9	26,021.00	-	5,010.50	1,483.44	1,335.77	7,320.18	41,170.89
06/19/26	Distribution #10	12,558.85	-	2,418.28	715.97	644.70	3,533.03	19,870.83
	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	
TOTAL		\$ 3,799,233.43	\$ 425,000.00	\$ 813,401.74	\$ 240,820.76	\$ 216,848.96	\$ 1,188,355.21	\$ 6,683,662.61
% Collected		99.73%	100.00%	99.79%	99.74%	99.74%	99.67%	99.74%
Total Outstanding		\$ 10,441.23	\$ -	\$ 1,744.07	\$ 623.33	\$ 561.29	\$ 3,932.39	\$ 17,299.80

Trout Creek CDD
General Fund
Month to Month Revenues & Expenditures
For the period from October 1, 2025 through June 30, 2026

	October	November	December	January	February	March	April	May	June	July	August	September
<u>REVENUES</u>												
Special Assessments - On Roll	10,669.21	188,055.42	465,905.11	2,994,320.81	90,446.57	30,220.48	29,366.32	-	12,558.85	-	-	-
Special Assessments - Off Roll	8,635.90							-				
Interest	-	-	1,212.30	2,431.68	11,406.70	2,475.55	7,309.55	1,403.25	2,467.54			
HOA Capital Transfer	-	-	-	-	97,300.00	-	-	-	19,950.00			
Activity Fees	687.32	612.89	1,740.00	1,117.84	1,950.41	2,088.37	1,554.76	7,357.36	1,345.63			
Café Revenues	746.57	869.87	1,947.56	2,528.16	761.89	4,449.42	4,197.94	4,507.95	6,397.95			
Facilities Rentals	2,474.01	2,303.84	3,388.44	8,956.86	3,826.93	5,234.17	4,213.37	6,655.36	2,066.66			
HOA Reimbursement	-	-	15,796.59	-	-	10,087.11	-	-	-			
Insurance Proceeds	-	2,000.00	-	-	-	-	-	-	-			
Misc. Revenues	-	-	46,564.94	-	2,701.32	2,431.99	2,139.58	4,346.05	1,425.78			
Special Events Revenues	1,276.88	529.21	614.96	635.80	966.40	71.40	2,367.40	-	-			
TOTAL REVENUES	24,489.89	194,371.23	537,169.90	3,009,991.15	209,360.22	57,058.49	51,148.92	24,269.97	46,212.41	-	-	-

<u>EXPENDITURES</u>												
Administrative:												
Supervisors Fees	1,800.00	2,000.00	2,000.00	2,000.00	2,000.00	3,000.00	1,000.00	1,000.00	1,800.00			
Accounting Services	1,863.50	1,863.50	1,863.50	1,863.50	1,863.50	4,000.00	2,000.00	2,000.00	2,000.00			
Administrative Services	459.33	459.33	459.33	459.33	459.33	2,000.00	1,000.00	1,000.00	1,000.00			
Arbitrage Rebate Calculation	-	-	-	-	-	-	-	-	-			
Assessment Roll	5,966.00	-	-	-	-	857.14	857.14	857.14	857.14			
Auditing Services	-	-	-	-	-	-	-	-	-			
Disclosure Report	666.67	666.67	666.67	666.67	7,666.67	-	-	-	-			
District Engineer	5,060.00	-	6,567.50	2,497.50	2,960.00	-	6,567.50	1,110.00	3,700.00			
District Management	1,843.50	1,843.50	1,843.50	1,843.50	1,843.50	9,000.00	5,000.00	5,000.00	5,000.00			
Dues, Licenses & Fees	175.00	72.93	243.82	54.66	-	-	-	-	-			
Financial & Revenue Collections	473.50	473.50	473.50	473.50	473.50	-	-	-	-			
Legal Advertising	222.96	-	150.24	105.36	150.24	105.36	667.60		-			
Miscellaneous Fees	-	579.34	75.52		-	679.26	36.00	-	-			
Public Officials Liability Insurance	500.04	347.68	413.90	413.90	413.90	-	-	-	-			
Trustee Fees	5,633.33	4,400.00			-	-	-	2,666.66	-			
Website Hosting, Maintenance & Backup	275.00	275.00	375.00	275.00	625.00	625.00	1,850.00	525.00	650.00			
District Counsel	16,970.12	-	14,877.85	13,172.52	20,944.05	21,612.61	30,440.01	22,585.77	20,131.70			
Litigation/Mediation	1,438.92	4,431.60	1,661.00	6,296.37	1,151.48	1,877.00	5,092.00	4,091.00	3,719.91			
Total Administrative	43,347.87	17,413.05	31,671.33	30,121.81	40,551.17	43,756.37	54,510.25	40,835.57	38,858.75	-	-	-

Field Operations:

Trout Creek CDD
General Fund
Month to Month Revenues & Expenditures
For the period from October 1, 2025 through June 30, 2026

	October	November	December	January	February	March	April	May	June	July	August	September
Law Enforcement:												
Security	5,762.63	5,574.08	5,633.64	5,718.04	2,668.00	5,608.64	4,180.50	5,020.79	5,020.79			
Utilities:												
Electric - Recreation Facilities	4,559.23	4,319.39	5,290.58	4,811.80	5,894.22	5,871.69	5,760.08	4,805.92	5,901.84			
Electric - Streetlights	10,785.94	199.23	12,701.39	6,502.93	6,526.81	6,555.08	6,495.41	6,461.40	6,508.33			
Utility Services - Meters	944.80	1,024.13	943.98	1,387.87	1,037.40	981.51	932.56	850.52	1,157.54			
Gas Utilitiy Services	127.75	116.75	189.74	244.35	185.62	322.14	154.34	153.81	213.50			
Garbage/Solid Waste	1,109.61	1,280.88	1,287.26	1,159.08	1,159.08	1,116.68	1,222.41	1,272.41	1,272.41			
Reclaimed Water	39,387.23	38,752.75	32,088.00	(22,228.52)	30,923.70	25,463.65	26,358.28	29,517.00	28,608.87			
Water-Sewer Recreational Facilities	1,847.29	1,419.84	1,519.87	-	-	2,042.81	1,426.67	1,545.53	1,400.25			
Stormwater Control:												
Aquatic Maintenance	4,253.00	3,853.00	4,253.00	4,100.00	4,500.00	4,100.00	4,500.00	4,100.00	4,500.00			
Stormwater System Maintenance	-	-	-	-	-	-	-	-	-			
Other Physical Environment:												
Common Area Pine Straw Mulch	47,799.00	8,050.00	-	-	70,188.55	30,989.41	-	-	-			
Entry & Wall Maintenance & Repair	445.00					-	-	-	-			
General Liability & Property Insurance	13,144.66	16,208.42	15,728.30	-	-	8,278.05	-	41,405.68	-			
Holiday Decorations			2,728.93	-	-	-	-	222.78	450.00			
Irrigation Repair	3,382.75	906.46	3,155.66	10,517.56	710.00	1,316.68	8,328.33	-	340.83			
Landscape & Irrigation Maintenance	78,704.49	78,704.49	78,704.49	88,648.49	88,648.49	81,190.49	81,190.49	81,928.23	81,190.49			
Landscape Replacements	3,773.00	-	1,444.33	18,125.94	9,770.26	17,678.88	4,047.06	31,991.37	6,778.17			
Miscellaneous Expenses	-	4,775.00	31,559.00	-	-	428.90	1,150.00	-	1,500.00			
Road & Street Facilities:												
Amenity Lighting Repairs	-	-	-	-	-	-	-	-	-			
Parks & Recreation												
Access Control Maintenance & Repair	779.95		2,680.17	-	-	-	125.00	-	570.00			
Janitorial Service	1,600.00	1,600.00	1,600.00	1,600.00	1,299.99	-	-	-	-			
Amenity Maintenance & Repair	15,671.12	2,607.57	12,322.85	7,500.73	8,545.83	10,936.72	21,471.82	3,153.12				
Amenity Management Service Contracts	1,937.00	1,937.00	1,937.00	1,937.00	1,937.00	1,937.00	1,937.00	1,937.00	1,937.00			
Café Materials	1,073.01	513.59	392.34	348.02	86.05	2,402.58	4,959.90	2,684.39	1,779.33			
Janitorial Supplies	1,862.11	1,892.51	2,551.15	2,325.94	1,940.89	2,818.13	3,157.27	697.93	469.66			
Community Gardens Maintenance & Supplies	-	-	-	34.19	-	80.00		197.70	-			
Dog Waste Station Supplies	-	86.98	-	-	-	-	95.78	-	-			
Employee - Amenity Staff	64,185.67	58,253.69	57,236.17	87,827.31	65,140.32	34,293.42	88,163.26	65,554.29	65,081.77			
Fitness Equipment Lease	3,128.97	3,128.97	3,128.97	3,441.97	3,441.97	3,128.97	3,441.97	3,441.97	3,128.97			

Trout Creek CDD
General Fund
Month to Month Revenues & Expenditures
For the period from October 1, 2025 through June 30, 2026

	October	November	December	January	February	March	April	May	June	July	August	September
Fitness Equipment Maintenance/Repairs	249.00	249.00	1,473.58	249.00	249.00	249.00	249.00	249.00	249.00			
Licenses, Fees & Permits	3,474.53	291.39	2,364.14	785.98	209.99	230.99	160.99	986.24	-			
Lifeguard/Pool Monitors	-	2,559.92	-	-		9,893.49	13,184.05	18,503.62	52,896.53			
Office Supplies	1,585.24	-	-	-	-	62.86	-	-	-			
Operating Supplies	787.71	574.70	2,440.10	2,868.73	1,667.77	85.19	2,388.29	1,253.74	577.08			
Pest Control/Termite Bond	175.00	212.00	175.00	537.00	275.00	609.00	481.00	609.00	481.00			
Pool Chemicals	14,742.99		43,939.48			31.08	-	-	-			
Pool Maintenance Contract	5,869.42	2,881.70	3,036.80	2,800.00	2,800.00	2,800.00	2,935.72	3,287.46	7,270.90			
Security System Monitoring & Maintenance	2,874.28	1,466.49	498.99	1,443.96	518.99	518.99	606.95	3,281.47	3,248.99			
Telephone, Internet, Cable	570.25	467.05	1,330.97	1,414.94	1,650.89	1,957.44	1,749.58	429.58	1,106.38			
Tennis Court Programs & Maint & Supplies	157.43	-	-	-	-	2,571.70	-	-	-			
Training & Education	407.50	-	1,383.52	100.00		-	-	-	-			
Uniforms	145.00	-	40.00	194.50	145.46	-	-	422.43	40.00			
Wildlife Management:												
Wildlife Management	35.00	186.00	35.00	186.00	-	89.00	-		-			
Special Events:												
Shuttle Service	3,000.00	2,400.00	-	-	-	2,500.00	-	2,500.00	1,875.00			
Special Events	16,266.55	13,934.90	11,782.65	3,439.68	3,070.13	7,887.34	8,266.42	5,424.32	1,000.00			
Contingency:												
Miscellaneous Contingency	22,612.50	4,726.99	-	21,750.00	-	-	409.09					
Total Field Operations	379,216.61	265,154.87	347,577.05	259,772.49	315,191.41	277,027.51	299,529.22	323,888.70	286,554.63	-	-	-
Total Expenditures	422,564.48	282,567.92	379,248.38	289,894.30	355,742.58	320,783.88	354,039.47	364,724.27	325,413.38	-	-	-
Excess of Revenue Over/(Under)												
Expenditures	(398,074.59)	(88,196.69)	157,921.52	2,720,096.85	(146,382.36)	(263,725.39)	(302,890.55)	(340,454.30)	(279,200.97)	-	-	-