



**CAPRON TRAIL
COMMUNITY DEVELOPMENT
DISTRICT**

**ST. LUCIE COUNTY
REGULAR BOARD MEETING
APRIL 17, 2023
1:30 P.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.caprontrailcdd.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
CAPRON TRAIL
COMMUNITY DEVELOPMENT DISTRICT
Premier Citrus
14885 Indrio Road
Ft. Pierce, Florida 34945
REGULAR BOARD MEETING
April 17, 2023
1:30 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Consider Resignation & Appointment to Board Vacancy
- D. Administer Oath of Office and Review Board Member Duties and Responsibilities
- E. Establish Quorum
- F. Additions or Deletions Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Approval of Minutes
 - 1. November 21, 2022 Regular Board Meeting Minutes.....Page 3
- I. Old Business
- J. New Business
 - 1. Consider Approval and Ratification of Annual Impoundment Inspection.....Page 6
 - 2. Consider Resolution No. 2023-01 – Changing the Registered Agent and Registered Office.....Page 15
 - 3. Consider Resolution No. 2023-02 – Adopting a Fiscal Year 2023/2024 Proposed Budget.....Page 17
- K. Engineer’s Report
- L. Attorney’s Report
- M. Field Maintenance Report
- N. Administrative Matters
 - 1. Financial Report.....Page 23
- O. Board Members Comments
- P. Adjourn

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960
AFFIDAVIT OF PUBLICATION

SPECIAL DISTRICT SERVICES
2501 BURNS RD # A

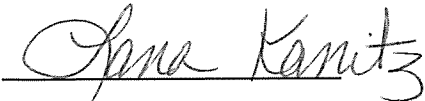
PALM BEACH GARDENS, FL 33410-5207

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :

10/07/2022



Subscribed and sworn to before on October 7, 2022:



Notary, State of WI, County of Brown

1-7-25

My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Publication Cost: \$147.06
Ad No: 0005432737
Customer No: 1313365
PO #: CT FY 2022-2023

CAPRON TRAIL COMMUNITY
DEVELOPMENT DISTRICT FIS-
CAL YEAR 2022/2023 REGU-
LAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Capron Trail Community Development District will hold Regular Meetings in the offices of Premier Citrus located at 14885 Indrio Road, Fort Pierce, Florida 34945 at 1:30 p.m. on the following dates:

October 17, 2022
November 21, 2022
December 19, 2022
January 16, 2023
February 20, 2023
March 20, 2023
April 17, 2023
May 15, 2023
June 19, 2023
July 17, 2023
August 21, 2023
September 18, 2023

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (772) 345-5119 and/or at toll free 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone may be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (772) 345-5119 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

Capron Trail Community
Development District
www.caprontrailcdd.org
PUB October 7, 2022.
TCN5432737

**CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 21, 2022**

A. CALL TO ORDER

District Manager Frank Sakuma called the November 21, 2022, Regular Board Meeting of the Capron Trail Community Development District (the “District”) to order at 1:36 p.m. at the offices of Premier Citrus located at 14885 Indrio Road, Fort Pierce, Florida 34945.

B. PROOF OF PUBLICATION

Mr. Sakuma presented proof of publication that notice of the Regular Board Meeting was published in the *St. Lucie News Tribune* on October 28, 2022 and November 4, 2022, as required by law.

C. ESTABLISH QUORUM

Mr. Sakuma stated that the attendance of Supervisors David Bass, Randy Weaver and Tom Jerkins (by phone) constituted a quorum and it was in order for the meeting to proceed.

Also in attendance were: District Manager, Frank Sakuma of Special District Services, Inc.; and District Attorney Dan Harrell of Gonano & Harrell (by phone).

SEAT NEW BOARD MEMBERS & ELECTION OF OFFICERS

- Mr. Sakuma stated results of the Landowner Election and noted that Mr. Bass and Mr. Stewart had each been reappointed to their seats.
- Mr. Sakuma offered the following slate of officers for Board consideration:
 - Tom Jerkins – Chair
 - Nick Stewart – Vice Chair
 - David Bass – Assistant Secretary
 - Randy Weaver – Assistant Secretary
 - Frank Sakuma – Secretary/Treasurer

The officers were approved as presented on a **motion** made by Mr. Weaver, seconded by Mr. Bass. The **motion** passed unanimously

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. August 15, 2022 Regular Board Meeting

The August 15, 2022, Regular Board Meeting minutes were approved, as presented, on a **motion** made by Mr. Weaver, seconded by Mr. Bass. The **motion** passed unanimously.

G. OLD BUSINESS (*none*)

H. NEW BUSINESS

1. Consider Assignment of Legal Services

Mr. Harrell notified the Board of his intended retirement and offered his recommendation of assigning the District's existing engagement with his firm to the law firm of Torcivia, Donlon, Goddeau & Rubin, P.A.

After Board discussion, there was a **motion** to assign the existing District's engagement with Gonano & Harrell to the law firm of Torcivia, Donlon, Goddeau & Rubin, P.A. made by Mr. Bass, seconded by Mr. Weaver and the **motion** carried unanimously.

2. Consider Resolution No. 2022-04 – Adopting a Fiscal Year 2021/2022 Amended Budget

Mr. Sakuma presented Resolution No. 2022-04, entitled:

RESOLUTION NO. 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

There was a **motion** to adopt Resolution No. 2022-04, as presented, made by Mr. Weaver, seconded by Mr. Bass and the **motion** carried unanimously.

3. Consider District Auditor Renewal

Mr. Sakuma notified the Board of the renewal option for annual financial audit by Grau & Associates. Staff are satisfied with their services and recommended authorizing the renewal for the Fiscal Years Ending 9-30-2022 and 9-30-2023 audits.

There was a **motion** to renew the services of Grau and Associates to perform the financial audits of Fiscal Years Ending 9-30-2022 and 9-30-2023 made by Mr. Weaver, seconded by Mr. Bass and the **motion** carried unanimously.

I. ENGINEER'S REPORT

No report.

J. ATTORNEY’S REPORT

No report.

K. FIELD MAINTENANCE REPORT

Mr. Weaver informed the Board that the above ground storage tank (diesel) is currently undergoing registration. Once registered, the tank will need to be insured.

The Board discussed possible use of Coastal Helicopter to treat invasive vegetation in the two wetlands which need to be cleared up. Consensus was to ask the vendor for quotes on treating just one of the wetlands.

L. ADMINISTRATIVE MATTERS

1. **Financial Report:** Mr. Sakuma briefly discussed the Financial Report included in the Board Package, and advised the District it was in a sound financial position.

M. BOARD MEMBER COMMENTS

Mr. Jerkins advised of the annexation of additional lands into the District continues and may be completed in 2023.

N. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 2:20 p.m. by Chairman Jerkins. There were no objections.

Secretary

Chairman



AAI Proposal No. 22-66-5433
January 27, 2023

Capron Trail Community Development District
c/o AECOM
3550 Southwest Corporate Parkway
Palm City, Florida 34990

Attention: Mr. Peter May, P.E.

**Subject: Proposal for Year 2023 Reservoir Inspection
Capron Trail Community Development District
St. Lucie County, Florida**

Dear Mr. May:

In accordance with your request, we will be pleased to inspect the two water reservoirs and two wetland enclosures of the Capron Trail Community Development District off Indrio Road. The inspection will be completed by Ardaman & Associates, Inc. Engineer, Jason Manning, P.E. We believe that the field work can be completed in one day, with the report to be completed shortly thereafter. We request that you mow the embankments so that we can closely inspect the downgradient slopes and toes of the reservoirs. At the time of our inspection we will mark areas that need maintenance.

The anticipated cost for our Year 2023 inspection and associated engineering services is **\$3,200.00**. Follow up inspections will be billed at a rate of \$168.00/hour (portal to portal).

If the terms above are acceptable to you, please sign and return the Proposal/Project Acceptance and Agreement form as an indication of your acceptance and authorization to proceed with the work.

Please let us know when you will have the mowing completed so that we can conduct our work. We look forward to being of service to you on this project as in previous years.

ARDAMAN & ASSOCIATES, INC.

Jason P. Manning, P.E.
Branch Manager

Attachments: Proposal/Project Acceptance and Agreement Form
General Conditions



PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name Capron Trail CDD Reservoir
Project Location St. Lucie County, Florida
Proposal Number and Date 22-66-5433; dated January 27, 2023
Description of Services Reservoir Inspection Services
Estimated Fee \$3,200.00

PROPERTY OWNER IDENTIFICATION:

Name _____
Property Identification Number _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Ardaman & Associates, Inc.'s ("A&A") services, including but not limited to the services described in this Proposal.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the General Conditions appearing on the following pages of this Proposal, are incorporated herein by reference. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Client's purchase forms or construction documents or elsewhere, are binding on A&A unless signed by an authorized representative of A&A. In the event Client directs A&A to proceed with its Work prior to executing this Proposal Acceptance, such direction shall constitute deemed acceptance of this Proposal.

Accepted this _____ day of _____, 2023

(Print or type individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)

Revision 9 2022 – FL

GENERAL CONDITIONS – FLORIDA

Parties And Scope Of Work – A&A shall include said company and any subsidiary or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party or intends to provide A&A’s Work to induce a third party’s reliance, Client shall disclose the identity of such third party to A&A in writing before the commencement of A&A’s Work hereunder. In the event Client fails to disclose the identity of such third party prior to commencement of A&A’s Work, A&A will owe no legal duty to such third party unless the third party negotiates and obtains a written reliance letter from A&A. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of Client. In no event shall A&A owe any legal duty to any third party (including, but not limited to, assignees, successors in interest and subsequent purchasers) unless those third parties are disclosed by Client in accordance with this paragraph and those third parties accept these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the type, location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A and A&A’s subcontractors arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify and hold A&A and A&A’s subcontractors harmless from any third party claim arising from damage to existing man-made objects. Client’s obligation to indemnify for such third party claims is limited to \$1,000,000 per occurrence which the parties agree bears a reasonable relationship to this Agreement.

Limitation of Liability – A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is less.

PURSUANT TO §558.0035, FLORIDA STATUTES, A&A’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated hazardous materials or suspected hazardous materials.

Indemnification – Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

Assignment – Client hereby agrees that this Agreement shall not be assignable by Client without A&A’s written consent.

Legal Jurisdiction – The parties agree that any litigation shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation, which are unaltered by this provision, shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Force Majeure – A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

**ADDENDUM TO ARDAMAN & ASSOCIATES, INC.,
PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT**

THIS ADDENDUM supplements and modifies that certain Proposal/Project Acceptance and Agreement (“Agreement”) by and between Capron Trail Community Development District (“Client”) and Ardaman & Associates, Inc. (“A&A”), dated _____, 2023. In the event of any ambiguity, conflict, or inconsistency in the terms or conditions of the Agreement, including the incorporated General Conditions, and this Addendum, then the terms or conditions of this Addendum shall prevail and control.

Limitation of Client Liability: Notwithstanding any other provision of the Agreement, (i) indemnification of A&A by Client is subject to the limits, including the monetary limits, set forth in Section 768.28, Florida Statutes, and is further limited to the negligent or wrongful acts or omissions of any officer or employee of Client acting within the scope of the officer’s or employee’s office or employment under circumstances in which Client, if a private person, would be liable to the claimant, and (ii) except as specifically authorized by Section 768.28, Florida Statutes, Client does not waive any defense of sovereign immunity or other limitation of liability as may be provided by applicable law to agencies and subdivisions of the State of Florida.

Public Records Disclosure: A&A understands and agrees that all documents of any kind whatsoever provided to Client in connection with the Agreement may be public records and, accordingly, A&A agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. A&A acknowledges that for purposes of the Agreement the designated public records custodian for Client is the District Manager (“Public Records Custodian”). Among other requirements and to the extent applicable by law, A&A shall (i) keep and maintain public records required by Client to perform services under the Agreement; (ii) upon request by the Public Records Custodian, provide Client 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; (iii) ensure that public records that are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if A&A does not transfer the records to the Public Records Custodian of Client; and (iv) upon completion of the Agreement, transfer to Client, at no cost, all public records in A&A’s possession or, alternatively, keep, maintain, and meet all applicable requirements for retaining public records pursuant to Florida law. When such public records are transferred by A&A, A&A 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 Client in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF A&A HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A&A’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT

**CLIENT’S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE
NUMBER: 561-630-4922; E-MAIL: bsakuma@sdsinc.org; AND MAIL: THE
OAKS CENTER, 2501A BURNS ROAD, PALM BEACH GARDENS,
FLORIDA 33410.**

E-Verify: A&A shall bear full responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons A&A employs in the performance of the Agreement. In furtherance of this requirement, A&A shall (a) register with and use the United States Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by A&A during the term of the Agreement, and (b) if A&A enters into an agreement with a subcontractor during the term of the Agreement, (i) obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien,” as that term is defined in Section 448.095(1)(k), Florida Statutes, and (ii) maintain a copy of such affidavit for the duration of the Agreement.

DATED this ____ day of _____, 2023.

**CAPRON TRAIL COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman, Board of Supervisors

ARDAMAN & ASSOCIATES, INC.

By: _____
Print Name: _____
Title: _____



PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name Capron Trail CDD Reservoir
Project Location St. Lucie County, Florida
Proposal Number and Date 22-66-5433; dated January 27, 2023
Description of Services Reservoir Inspection Services
Estimated Fee \$3,200.00

PROPERTY OWNER IDENTIFICATION:

Name _____
Property Identification Number _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Ardaman & Associates, Inc.'s ("A&A") services, including but not limited to the services described in this Proposal.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the General Conditions appearing on the following pages of this Proposal, are incorporated herein by reference. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Client's purchase forms or construction documents or elsewhere, are binding on A&A unless signed by an authorized representative of A&A. In the event Client directs A&A to proceed with its Work prior to executing this Proposal Acceptance, such direction shall constitute deemed acceptance of this Proposal.

Accepted this _____ day of March 17, 2023

Walter T. Jenkins
(Print or type individual, firm or corporate body name)

Walter T. Jenkins Chairman, BOS
(Signature of authorized representative)

(Print or type name of authorized representative and title)

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GENERAL CONDITIONS – FLORIDA

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Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A and A&A’s subcontractors arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify and hold A&A and A&A’s subcontractors harmless from any third party claim arising from damage to existing man-made objects. Client’s obligation to indemnify for such third party claims is limited to \$1,000,000 per occurrence which the parties agree bears a reasonable relationship to this Agreement.

Limitation of Liability – A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a **similar locality** as the project. In the event any portion of the services fails to comply with this obligation and A&A is **promptly** notified in writing prior to one year after **completion** of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), **or otherwise arising out of**, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees **paid by Client** or \$50,000.00, whichever is less.

PURSUANT TO §558.0035, FLORIDA STATUTES, A&A’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) **NON HAZARDOUS SAMPLES**: At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES**: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after **completion** of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as **generator**, will have such samples transported to a **location** selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated hazardous materials or suspected hazardous materials.

Indemnification – Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

Assignment – Client hereby agrees that this Agreement shall not be assignable by Client without A&A’s written consent.

Legal Jurisdiction – The parties agree that any litigation shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation, which are unaltered by this provision, shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Force Majeure – A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

 9/22

**ADDENDUM TO ARDAMAN & ASSOCIATES, INC.,
PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT**

THIS ADDENDUM supplements and modifies that certain Proposal/Project Acceptance and Agreement (“Agreement”) by and between Capron Trail Community Development District (“Client”) and Ardaman & Associates, Inc. (“A&A”), dated _____, 2023. In the event of any ambiguity, conflict, or inconsistency in the terms or conditions of the Agreement, including the incorporated General Conditions, and this Addendum, then the terms or conditions of this Addendum shall prevail and control.

Limitation of Client Liability: Notwithstanding any other provision of the Agreement, (i) indemnification of A&A by Client is subject to the limits, including the monetary limits, set forth in Section 768.28, Florida Statutes, and is further limited to the negligent or wrongful acts or omissions of any officer or employee of Client acting within the scope of the officer’s or employee’s office or employment under circumstances in which Client, if a private person, would be liable to the claimant, and (ii) except as specifically authorized by Section 768.28, Florida Statutes, Client does not waive any defense of sovereign immunity or other limitation of liability as may be provided by applicable law to agencies and subdivisions of the State of Florida.

Public Records Disclosure: A&A understands and agrees that all documents of any kind whatsoever provided to Client in connection with the Agreement may be public records and, accordingly, A&A agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. A&A acknowledges that for purposes of the Agreement the designated public records custodian for Client is the District Manager (“Public Records Custodian”). Among other requirements and to the extent applicable by law, A&A shall (i) keep and maintain public records required by Client to perform services under the Agreement; (ii) upon request by the Public Records Custodian, provide Client 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; (iii) ensure that public records that are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if A&A does not transfer the records to the Public Records Custodian of Client; and (iv) upon completion of the Agreement, transfer to Client, at no cost, all public records in A&A’s possession or, alternatively, keep, maintain, and meet all applicable requirements for retaining public records pursuant to Florida law. When such public records are transferred by A&A, A&A 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 Client in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF A&A HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A&A’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT

**CLIENT'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE
NUMBER: 561-630-4922; E-MAIL: bsakuma@sdsinc.org; AND MAIL: THE
OAKS CENTER, 2501A BURNS ROAD, PALM BEACH GARDENS,
FLORIDA 33410.**


E-Verify: A&A shall bear full responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons A&A employs in the performance of the Agreement. In furtherance of this requirement, A&A shall (a) register with and use the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by A&A during the term of the Agreement, and (b) if A&A enters into an agreement with a subcontractor during the term of the Agreement, (i) obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien," as that term is defined in Section 448.095(1)(k), Florida Statutes, and (ii) maintain a copy of such affidavit for the duration of the Agreement.

DATED this 17 day of March, 2023.

**CAPRON TRAIL COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Chairman, Board of Supervisors

ARDAMAN & ASSOCIATES, INC.

By: 
Print Name: Jason P. Manning, PE
Title: Branch Manager / Vice President

RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT CHANGING THE REGISTERED AGENT AND REGISTERED OFFICE FOR THE DISTRICT; PROVIDING FOR FILING WITH ST. LUCIE COUNTY, FLORIDA, AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS. The Board of Supervisors (“Board”) of Capron Trail Community Development District (“District”) is authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes (“Act”), Section 189.014(2), Florida Statutes, and other applicable law.

SECTION 2. FINDINGS.

A. The District was established in accordance with the Act as a community development district and local unit of special-purpose government by Chapter 42G-1, Florida Administrative Code, adopted by the Florida Land and Water Adjudicatory Commission on May 17, 1988.

B. As provided in Section 189.014(2), Florida Statutes, the District may change its registered agent and registered office upon filing such information with the local governing authority and the Florida Department of Economic Opportunity (“Department”).

SECTION 3. DESIGNATION OF REGISTERED AGENT. The Board hereby designates as the registered agent for the District: Glen J. Torcivia.

SECTION 4. DESIGNATION OF REGISTERED OFFICE. The Board hereby designates as the registered office for the District:

Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407
Email: glen@torcivialaw.com

SECTION 5. FILING WITH ST. LUCIE COUNTY, FLORIDA, AND THE DEPARTMENT. The District Manager is hereby authorized and directed to file a copy of this Resolution with St. Lucie County, Florida, and the Department in the manner provided in Section 189.014(2), Florida Statutes.

SECTION 6. SEVERABILITY. Should any sentence, section, clause, part, or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same

shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.

SECTION 7. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of the District held in open public session this 17th day of April, 2023.

**CAPRON TRAIL COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary/Assistant Secretary

By: _____
Print Name: _____
Chairman/Vice-Chairman
Board of Supervisors

RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Capron Trail Community Development District (“District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2023/2024 has been prepared and considered by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for _____, 2023, at 1:30 p.m. in the Premier Citrus, 14885 Indrio Road, Ft. Pierce, Florida 34945, for the purpose of receiving public comments on the Proposed Fiscal Year 2023/2024 Budget.

PASSED, ADOPTED and EFFECTIVE this 17th day of April, 2023.

ATTEST:

**CAPRON TRAIL
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Capron Trail Community Development District

**Proposed Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

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- II DETAILED PROPOSED BUDGET**
- III ASSESSMENT COMPARISON**

PROPOSED BUDGET
CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
O & M ASSESSMENTS	341,193
FACILITIES & SERVICE AGREEMENT	15,209
OTHER INCOME	0
INTEREST INCOME	420
TOTAL REVENUES	\$ 356,822
ADMINISTRATIVE EXPENDITURES	
SUPERVISOR FEES	0
FICA TAXES	0
ENGINEERING	12,000
MANAGEMENT FEES	24,000
LEGAL FEES	4,000
AUDIT FEES	3,700
INSURANCE - LIABILITY	6,800
LEGAL ADVERTISING	1,050
POSTAGE AND DELIVERY	275
OFFICE SUPPLIES/MISCELLANEOUS	1,000
DUES & SUBSCRIPTIONS	175
WEBSITE MANAGEMENT	1,750
TOTAL ADMINISTRATIVE EXPENDITURES	54,750
MAINTENANCE EXPENDITURES	
MOWING	30,000
FUEL & OIL	95,000
AQUATIC MAINTENANCE	17,565
OPERATIONS MANAGEMENT	43,000
ROADWAYS & CULVERTS	11,600
CANAL REPAIR & MAINTENANCE	8,400
RESERVOIR REPAIR & MAINTENANCE	12,000
DRAINAGE ENGINE/PUMP REPAIR & MAINTENANCE	55,000
INSURANCE - MAINTENANCE	500
MISCELLANEOUS MAINTENANCE	495
TOTAL MAINTENANCE EXPENDITURES	273,560
TOTAL EXPENDITURES	\$ 328,310
REVENUES LESS EXPENDITURES	\$ 28,512
COUNTY APPRAISER & TAX COLLECTOR FEE	(14,256)
DISCOUNTS FOR EARLY PAYMENTS	(14,256)
EXCESS/ (SHORTFALL)	\$ -
CARRYOVER FROM PRIOR YEAR	0
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
O & M ASSESSMENTS	341,226	341,193	341,193	Expenditures Less Interest, Other Income & Carryover/.92
FACILITIES & SERVICE AGREEMENT	15,209	15,209	15,209	Baer LLC: 241.41 Acres X 63.00 = 15,209
OTHER INCOME	0	0	0	
INTEREST INCOME	23	360	420	Interest Projected At \$35.00 Per Month
TOTAL REVENUES	\$ 356,458	\$ 356,762	\$ 356,822	
ADMINISTRATIVE EXPENDITURES				
SUPERVISOR FEES	0	0	0	No Change From 2022/2023 Budget
FICA TAXES	0	0	0	No Change From 2022/2023 Budget
ENGINEERING	17,396	12,000	12,000	No Change From 2022/2023 Budget
MANAGEMENT FEES	24,000	24,000	24,000	\$2,000 Per Month
LEGAL FEES	5,706	3,000	4,000	\$1,000 Increase From 2022/2023 Budget
AUDIT FEES	3,500	3,600	3,700	Accepted Amount For 2022/2023 Audit
INSURANCE - LIABILITY	5,706	6,425	6,800	FY 2022/2023 Expenditure Was \$6,134
LEGAL ADVERTISING	308	1,150	1,050	\$50 Decrease From 2022/2023 Budget
POSTAGE AND DELIVERY	141	300	275	\$25 Decrease From 2022/2023 Budget
OFFICE SUPPLIES/MISCELLANEOUS	1,103	1,000	1,000	No Change From 2022/2023 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2022/2023 Budget
WEBSITE MANAGEMENT	1,750	1,750	1,750	No Change From 2022/2023 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	59,785	53,400	54,750	
MAINTENANCE EXPENDITURES				
MOWING	31,539	30,000	30,000	No Change From 2022/2023 Budget
FUEL & OIL	121,394	85,000	95,000	FY 22/23 Expenditure Through Feb 2023 Was \$41,100
AQUATIC MAINTENANCE	18,770	17,565	17,565	No Change From 2022/2023 Budget
OPERATIONS MANAGEMENT	31,375	48,000	43,000	FY 22/23 Expenditure Through Feb 2023 Was \$11,233
ROADWAYS & CULVERTS	10,543	12,000	11,600	\$400 Decrease From 2022/2023 Budget
CANAL REPAIR & MAINTENANCE	6,940	8,400	8,400	No Change From 2022/2023 Budget
RESERVOIR REPAIR & MAINTENANCE	3,980	16,000	12,000	\$4,000 Decrease From 2022/2023 Budget
DRAINAGE ENGINE/PUMP REPAIR & MAINTENANCE	74,152	55,000	55,000	FY 22/23 Expenditure Through Feb 2023 Was \$8,980
INSURANCE - MAINTENANCE	0	1,000	500	\$500 Decrease From 2022/2023 Budget
MISCELLANEOUS MAINTENANCE	0	1,885	495	Miscellaneous Maintenance
TOTAL MAINTENANCE EXPENDITURES	298,693	274,850	273,560	
TOTAL EXPENDITURES	\$ 358,478	\$ 328,250	\$ 328,310	
REVENUES LESS EXPENDITURES	\$ (2,020)	\$ 28,512	\$ 28,512	
COUNTY APPRAISER & TAX COLLECTOR FEE	(12,266)	(14,256)	(14,256)	Four Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(11,417)	(14,256)	(14,256)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ (25,703)	\$ -	\$ -	
CARRYOVER FROM PRIOR YEAR	0	0	0	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ (25,703)	\$ -	\$ -	

Capron Trail Community Development District Assessment Comparison

	Fiscal Year 2020/2021 Assessment Per Unit	Fiscal Year 2021/2022 Assessment Per Unit	Fiscal Year 2022/2023 Assessment Per Unit	Fiscal Year 2023/2024 Projected Assessment Per Unit
O & M	\$ 63.00	\$ 63.00	\$ 63.00	\$ 63.00
Loan Debt	\$ -	\$ -	\$ -	\$ -
Total	\$ 63.00	\$ 63.00	\$ 63.00	\$ 63.00

* Assessments Include the Following :

4% Discount for Early Payments
2% County Tax Collector Fee
1% County Property Appraiser Fee

Community Information:

Units (One Unit = 1 Acre) 5,657.57
Includes Baer LLC Acres (241.41)

Capron Trail
Community Development District

**Financial Report For
March 2023**

**CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
OPERATING FUND
MARCH 2023**

	Annual Budget 10/1/22 - 9/30/23	Actual Mar-23	Year To Date Actual 10/1/22 - 3/31/23
REVENUES			
O & M ASSESSMENTS	341,193	1,260	341,230
FACILITIES & SERVICE AGREEMENT	15,209	0	0
OTHER INCOME	0	0	0
INTEREST INCOME	360	0	1,125
TOTAL REVENUES	\$ 356,762	\$ 1,260	\$ 342,355
ADMINISTRATIVE EXPENDITURES			
SUPERVISOR FEES	0	0	0
FICA TAXES	0	0	0
ENGINEERING	12,000	0	0
MANAGEMENT FEES	24,000	2,000	12,000
LEGAL FEES	3,000	0	96
AUDIT FEES	3,600	0	0
INSURANCE - LIABILITY	6,425	0	6,134
LEGAL ADVERTISING	1,150	0	449
POSTAGE AND DELIVERY	300	0	53
OFFICE SUPPLIES/MISCELLANEOUS	1,000	93	534
DUES & SUBSCRIPTIONS	175	0	175
WEBSITE MANAGEMENT	1,750	146	875
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 53,400	\$ 2,239	\$ 20,316
MAINTENANCE EXPENDITURES			
MOWING	30,000	0	13,075
FUEL & OIL	85,000	0	41,100
AQUATIC MAINTENANCE	17,565	0	0
OPERATIONS MANAGEMENT	48,000	0	11,233
ROADWAYS & CULVERTS	12,000	0	6,667
CANAL REPAIR & MAINTENANCE	8,400	0	0
RESERVOIR REPAIR & MAINTENANCE	16,000	0	1,675
DRAINAGE ENGINE/PUMP REPAIR & MAINTENANCE	55,000	0	8,980
INSURANCE - MAINTENANCE	1,000	0	0
MISCELLANEOUS MAINTENANCE	1,885	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ 274,850	\$ -	\$ 82,730
TOTAL EXPENDITURES	\$ 328,250	\$ 2,239	\$ 103,046
REVENUES LESS EXPENDITURES	\$ 28,512	\$ (979)	\$ 239,309
COUNTY APPRAISER & TAX COLLECTOR FEE	(14,256)	(25)	(13,464)
DISCOUNTS FOR EARLY PAYMENTS	(14,256)	0	(9,235)
EXCESS/ (SHORTFALL)	\$ -	\$ (1,004)	\$ 216,610
CARRYOVER FROM PRIOR YEAR	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (1,004)	\$ 216,610

Note: Premier Citrus Management Invoices Received Through February 2023

Bank Balance As Of 3/31/23	\$ 297,898.65
Accounts Payable As Of 3/31/23	\$ 14,827.75
Accounts Receivable As Of 3/31/23	\$ -
Available Funds As Of 3/31/23	\$ 283,070.90

Capron Trail Community Development District
Budget vs. Actual
October 2022 through March 2023

	Oct '22 - Mar 23	22/23 Budget	\$ Over Budget	% of Budget
Income				
01-3100 · O & M Assessments	341,229.51	341,193.00	36.51	100.01%
01-3830 · Assessment Fees	-13,464.03	-14,256.00	791.97	94.45%
01-3831 · Assessment Discounts	-9,234.80	-14,256.00	5,021.20	64.78%
01-9401 · Facilities & Service Agreement	0.00	15,209.00	-15,209.00	0.0%
01-9410 · Interest Income (GF)	1,125.27	360.00	765.27	312.58%
Total Income	319,655.95	328,250.00	-8,594.05	97.38%
Expense				
01-1310 · Engineering	0.00	12,000.00	-12,000.00	0.0%
01-1311 · Management Fees	12,000.00	24,000.00	-12,000.00	50.0%
01-1315 · Legal Fees	96.00	3,000.00	-2,904.00	3.2%
01-1320 · Audit Fees	0.00	3,600.00	-3,600.00	0.0%
01-1450 · Insurance (Liability)	6,134.00	6,425.00	-291.00	95.47%
01-1480 · Legal Advertisements	449.46	1,150.00	-700.54	39.08%
01-1513 · Postage and Delivery	52.64	300.00	-247.36	17.55%
01-1514 · Office Supplies/Miscellaneous	533.53	1,000.00	-466.47	53.35%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1750 · Website Management	874.98	1,750.00	-875.02	50.0%
01-1803 · Aquatic Maintenance	0.00	17,565.00	-17,565.00	0.0%
01-1822 · Mowing	13,074.83	30,000.00	-16,925.17	43.58%
01-1823 · Fuel & oil	41,099.93	85,000.00	-43,900.07	48.35%
01-1824 · Operations Management	11,233.18	48,000.00	-36,766.82	23.4%
01-1825 · Roadways & Culverts	6,666.98	12,000.00	-5,333.02	55.56%
01-1826 · Canal Repair & Maintenance	0.00	8,400.00	-8,400.00	0.0%
01-1827 · Reservoir Repair & Maintenance	1,675.08	16,000.00	-14,324.92	10.47%
01-1828 · Drainage Engine/Pump Repair Maint	8,980.16	55,000.00	-46,019.84	16.33%
01-1829 · Insurance-Maintenance	0.00	1,000.00	-1,000.00	0.0%
01-1831 · Maintenance Miscellaneous	0.00	1,885.00	-1,885.00	0.0%
Total Expense	103,045.77	328,250.00	-225,204.23	31.39%
Net Income	216,610.18	0.00	216,610.18	100.0%

**Capron Trail Community Development District
Balance Sheet
As Of March 31, 2023**

	Operating Fund	Debt Service Fund	Capital Projects Fund	General Fixed Assets Fund	Long Term Debt Fund	TOTAL
ASSETS						
Current Assets						
Checking/Savings						
CSB	297,898.65	0.00	0.00	0.00	0.00	297,898.65
Total Checking/Savings	297,898.65	0.00	0.00	0.00	0.00	297,898.65
Total Current Assets	297,898.65	0.00	0.00	0.00	0.00	297,898.65
Other Assets						
Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00
Land & Land Improvements	0.00	0.00	0.00	458,847.00	0.00	458,847.00
Infrastructure (Grass Carp System)	0.00	0.00	0.00	29,374.00	0.00	29,374.00
Infrastructure	0.00	0.00	0.00	6,062,836.00	0.00	6,062,836.00
Equipment	0.00	0.00	0.00	5,000.00	0.00	5,000.00
Depreciation - Infrastructure	0.00	0.00	0.00	-6,048,290.00	0.00	-6,048,290.00
Depreciation - Equipment	0.00	0.00	0.00	-5,000.00	0.00	-5,000.00
Amount Available In DSF	0.00	0.00	0.00	0.00	0.00	0.00
Amount To Be Provided	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Assets	0.00	0.00	0.00	502,767.00	0.00	502,767.00
TOTAL ASSETS	297,898.65	0.00	0.00	502,767.00	0.00	800,665.65
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accounts Payable						
Accounts Payable	14,827.75	0.00	0.00	0.00	0.00	14,827.75
Total Accounts Payable	14,827.75	0.00	0.00	0.00	0.00	14,827.75
Other Current Liabilities						
Accrued Expenses	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Current Liabilities	0.00	0.00	0.00	0.00	0.00	0.00
Total Current Liabilities	14,827.75	0.00	0.00	0.00	0.00	14,827.75
Long Term Liabilities						
Special Assessment Debt (2002)	0.00	0.00	0.00	0.00	0.00	0.00
Special Assessment Debt (2008)	0.00	0.00	0.00	0.00	0.00	0.00
Total Long Term Liabilities	0.00	0.00	0.00	0.00	0.00	0.00
Total Liabilities	14,827.75	0.00	0.00	0.00	0.00	14,827.75
Equity						
Retained Earnings	66,460.72	0.00	0.00	-6,053,290.00	0.00	-5,986,829.28
Net Income	216,610.18	0.00	0.00	0.00	0.00	216,610.18
Current Year Depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Investment In Gen Fixed Assets	0.00	0.00	0.00	6,556,057.00	0.00	6,556,057.00
Total Equity	283,070.90	0.00	0.00	502,767.00	0.00	785,837.90
TOTAL LIABILITIES & EQUITY	297,898.65	0.00	0.00	502,767.00	0.00	800,665.65