



**CAPRON TRAIL
COMMUNITY DEVELOPMENT
DISTRICT**

**ST. LUCIE COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
JULY 20, 2026
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 & PUBLIC HEARING
July 20, 2026
1:30 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. May 18, 2026 Regular Board Meeting Minutes.....Page 2
- G. Public Hearing
 - 1. Proof of Publication.....Page 5
 - 2. Receive Public Comments on Fiscal Year 2026/2027 Final Budget
 - 3. Consider Resolution No. 2026-02 – Adopting a Fiscal Year 2026/2027 Final Budget.....Page 6
- H. Old Business
- I. New Business
 - 1. Consider Resolution No. 2026-03 – Adopting a Fiscal Year 2026/2027 Meeting Schedule.....Page 12
 - 2. Consider Approval of Engineering Professional Services Agreement.....Page 14
 - 3. Acceptance of Reservoir Inspection Report.....Page 32
- J. Engineer’s Report
- K. Attorney’s Report
- L. Field Maintenance Report
- M. Administrative Matters
 - 1. Financial Report.....Page 51
- N. Board Member Comments
- O. Adjourn

Publication Date
2026-07-07

Subcategory
Miscellaneous Notices

Notice of Public Hearing
and Regular Board Meeting of the
Capron Trail Community
Development District

The Board of Supervisors (the Board) of the Capron Trail Community Development District (the District) will hold a Public Hearing and Regular Board Meeting on July 20, 2026, at 1:30 p.m., or as soon thereafter as can be heard, at the Offices of Premier Citrus located at 14885 Indrio Road, Ft. Pierce, Florida 34945.

The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2026/2027 Proposed Final Budget of the District. A copy of the Budget and/or the Agenda may be obtained from the Districts website or at the offices of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, during normal business hours. The purpose of the Regular Board Meeting is for the Board to consider any other business which may properly come before it. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or more Supervisors will participate by telephone. At the location of the meeting, there may be a speaker telephone present so that interested persons can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at 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 meetings. If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

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

Capron Trail Community Development District

www.caprontrailcdd.org

PUBLISH: St. Lucie News Tribune 06/30/26 & 07/07/26TCN12430662

**CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING MINUTES
MAY 18, 2026**

A. CALL TO ORDER

District Manager Stephanie Brown called the May 18, 2026, Regular Board Meeting of the Capron Trail Community Development District (the “District”) to order at 1:31 p.m. at the offices of Premier Citrus located at 14885 Indrio Road, Fort Pierce, Florida 34945.

B. PROOF OF PUBLICATION

Ms. Brown presented proof of publication that notice of the Regular Board Meeting was published in the *St. Lucie News Tribune* on April 30, 2026 and May 7, 2026, as part of the District’s Fiscal Year 2025/2026 Meeting Schedule, as required by law.

C. ESTABLISH QUORUM

Ms. Brown stated that the attendance of Supervisors David Bass, Buster Hunter, Tom Jerkins, and Rudd Jones constituted a quorum, and it was in order for the meeting to proceed.

Also in attendance were: District Manager Stephanie Brown of Special District Services, Inc. and District Attorney Elizabeth Lenihan of Torcivia, Donlon, Goddeau & Rubin, P.A.

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. March 16, 2026 Regular Board Meeting Minutes

The March 16, 2026, Regular Board Meeting minutes were approved as presented on a **motion** made by Mr. Bass, seconded by Mr. Jones. The **motion** passed **4-0**.

G. OLD BUSINESS

There was no old business to come before the board.

H. NEW BUSINESS

1. Consider Selection of District Engineer

Ms. Brown notified the Board that two proposals were received from Higgins Engineering and Culpepper & Terpening Inc. Representatives from both firms were in attendance and provided presentations to the Board. After presentations and discussions, the Board ranked the firms.

- **RFQ Engineering Services Rankings**

#1 Higgins Engineering (335 points)

#2 Culpepper & Terpening (314 points)

A **motion** was made by Mr. Jones, seconded by Mr. Bass to authorize District Counsel to negotiate with the top ranked firm, Higgins Engineering, and present a contract to the Board for consideration at the July 20, 2026 Regular Board Meeting. The **motion** passed **4-0**.

2. Consider Approval of Dike Inspection Proposal

A **motion** was made by Mr. Bass, seconded by Mr. Jones, to approve the Dike Inspection Proposal from Ardaman as presented. The **motion** passed **4-0**.

3. Discussion Regarding Loan Payment

Mr. Jerkins notified the Board that pump repairs were almost complete, and the cost was \$224k. He also stated that \$67k has already been billed to the district and payment has been received.

4. Discussion Regarding Reserve Fund

Mr. Jerkins suggested establishing a Safety & Environmental Reserve Fund budget line item in the amount of \$50k.

5. Consider Resolution No. 2026-01 – Adopting a Fiscal Year 2026/2027 Proposed Budget

Ms. Brown presented Resolution 2026-01 entitled:

RESOLUTION NO. 2026-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CAPRON TRAIL
COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET
FOR FISCAL YEAR 2026/2027; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Bass, seconded by Mr. Jones, to adopt Resolution 2026-01 Approving a Proposed Budget for Fiscal Year 2026/2027 as amended decreasing the Capital Reserve line-item from \$50k to \$40k; changing the Capital Reserve title to Safety & Environmental Reserve; and decreasing the Pump Repairs/Loan Pay Back line-item from \$250k to \$200k. A Public Hearing was set for July 20, 2026 at 1:30 p.m. The **motion** passed **4-0**.

I. ENGINEER'S REPORT

There was no Engineer's Report at this time.

J. ATTORNEY'S REPORT

There was no Attorney's Report at this time.

K. FIELD MAINTENANCE REPORT

Mr. Jerkins presented photos and the Board discussed repairs of various areas.

L. ADMINISTRATIVE MATTERS

1. Financial Report

Ms. Brown stated that the Financial Report was included in the Board package. There were no questions from the board.

M. BOARD MEMBERS COMMENTS

There were no board member comments.

N. ADJOURMENT

There being no further business to come before the Board, the meeting was adjourned at 2:33 p.m. by Supervisor Jones. There were no objections.

Secretary

Chairman

Publication Date
2026-07-07

Subcategory
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and Regular Board Meeting of the
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Capron Trail Community Development District

www.caprontrailcdd.org

PUBLISH: St. Lucie News Tribune 06/30/26 & 07/07/26TCN12430662

RESOLUTION NO. 2026-02

A RESOLUTION OF THE CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2026/2027 BUDGET.

WHEREAS, the Capron Trail Community Development District (“District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2026/2027 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

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

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2026/2027 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 20th day of July, 2026.

ATTEST:

**CAPRON TRAIL
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Capron Trail Community Development District

**Final Budget For
Fiscal Year 2026/2027
October 1, 2026 - September 30, 2027**

CONTENTS

- I FINAL BUDGET**
- II DETAILED FINAL BUDGET**
- III ASSESSMENT COMPARISON**

FINAL BUDGET
CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2026/2027 BUDGET
REVENUES	
ADMINISTRATIVE ASSESSMENTS	67,660
MAINTENANCE ASSESSMENTS	621,913
FACILITIES & SERVICE AGREEMENT (ADMIN)	2,786
FACILITIES & SERVICE AGREEMENT (MAINT)	27,723
DIRECT BILL - 2024 EXPANSION AREA (ADMIN)	0
INTEREST INCOME	1,800
TOTAL REVENUES	\$ 721,882
ADMINISTRATIVE EXPENDITURES	
SUPERVISOR FEES	0
FICA TAXES	0
ENGINEERING	22,000
MANAGEMENT FEES	24,000
LEGAL FEES	4,000
AUDIT FEES	3,600
INSURANCE - LIABILITY	8,000
LEGAL ADVERTISING	1,150
POSTAGE AND DELIVERY	275
OFFICE SUPPLIES/MISCELLANEOUS	1,850
DUES & SUBSCRIPTIONS	175
WEBSITE MANAGEMENT	1,750
ADMINISTRATIVE CONTINGENCY	515
TOTAL ADMINISTRATIVE EXPENDITURES	67,315
MAINTENANCE EXPENDITURES	
MOWING	27,000
FUEL & OIL	125,500
AQUATIC MAINTENANCE	17,565
OPERATIONS MANAGEMENT	40,000
ROADWAYS & CULVERTS	16,600
CANAL REPAIR & MAINTENANCE	8,400
RESERVOIR REPAIR & MAINTENANCE	10,000
DRAINAGE ENGINE/PUMP REPAIR & MAINTENANCE	56,000
MISCELLANEOUS MAINTENANCE	56,600
PUMP REPAIRS/LOAN PAY BACK	200,000
CAPITAL PROJECTS RESERVE	40,000
TOTAL MAINTENANCE EXPENDITURES	597,665
TOTAL EXPENDITURES	\$ 664,980
REVENUES LESS EXPENDITURES	\$ 56,902
COUNTY APPRAISER & TAX COLLECTOR FEE	(28,451)
DISCOUNTS FOR EARLY PAYMENTS	(28,451)
EXCESS/ (SHORTFALL)	\$ -
CARRYOVER FROM PRIOR YEAR	0
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
REVENUES				
ADMINISTRATIVE ASSESSMENTS	59,905	57,409	67,660	Expenditures Less Interest & Carryover/.92 Less Direct Bills
MAINTENANCE ASSESSMENTS	288,194	288,194	621,913	Expenditures/.92 Less Direct Bills
FACILITIES & SERVICE AGREEMENT (ADMIN)	2,361	2,361	2,786	Baer LLC: 241.41 Acres X \$11.54 = \$2,785.77
FACILITIES & SERVICE AGREEMENT (MAINT)	12,845	12,845	27,723	Baer LLC: 241.41 Acres X \$114.84= \$27,723.52
DIRECT BILL - 2024 EXPANSION AREA (ADMIN)	0	0	0	
INTEREST INCOME	4,490	1,800	1,800	Interest Projected At \$150.00 Per Month
TOTAL REVENUES	\$ 367,795	\$ 362,609	\$ 721,882	
ADMINISTRATIVE EXPENDITURES				
SUPERVISOR FEES	0	0	0	No Change From 2025/2026 Budget
FICA TAXES	0	0	0	No Change From 2025/2026 Budget
ENGINEERING	43,890	12,000	22,000	\$10,000 Increase From 2025/2026 Budget
MANAGEMENT FEES	24,000	24,000	24,000	\$2,000 Per Month
LEGAL FEES	2,042	4,000	4,000	No Change From 2025/2026 Budget
AUDIT FEES	3,400	3,500	3,600	Accepted Amount For 2025/2026 Audit
INSURANCE - LIABILITY	7,531	8,000	8,000	FY 2025/2026 Expenditure Was \$7,269
LEGAL ADVERTISING	689	1,150	1,150	No Change From 2025/2026 Budget
POSTAGE AND DELIVERY	139	300	275	\$25 Decrease From 2025/2026 Budget
OFFICE SUPPLIES/MISCELLANEOUS	1,926	1,750	1,850	\$100 Increase From 2025/2026 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2025/2026 Budget
WEBSITE MANAGEMENT	1,750	1,750	1,750	No Change From 2025/2026 Budget
ADMINISTRATIVE CONTINGENCY	0	690	515	Administrative Contingency
TOTAL ADMINISTRATIVE EXPENDITURES	85,542	57,315	67,315	
MAINTENANCE EXPENDITURES				
MOWING	22,608	27,000	27,000	No Change From 2025/2026 Budget
FUEL & OIL	125,065	115,500	125,500	\$10,000 Increase From 2025/2026 Budget
AQUATIC MAINTENANCE	14,350	17,565	17,565	No Change From 2025/2026 Budget
OPERATIONS MANAGEMENT	41,196	40,000	40,000	No Change From 2025/2026 Budget
ROADWAYS & CULVERTS	23,290	11,600	16,600	\$5,000 Increase From 2025/2026 Budget
CANAL REPAIR & MAINTENANCE	7,474	8,400	8,400	No Change From 2025/2026 Budget
RESERVOIR REPAIR & MAINTENANCE	10,151	10,000	10,000	No Change From 2025/2026 Budget
DRAINAGE ENGINE/PUMP REPAIR & MAINTENANCE	95,447	46,000	56,000	\$10,000 Increase From 2025/2026 Budget
MISCELLANEOUS MAINTENANCE	5,626	855	56,600	\$55,745 Increase From 2025/2026 Budget
PUMP REPAIRS/LOAN PAY BACK	0	0	200,000	Pump Repairs/Loan Pay Back
SAFETY AND ENVIRONMENTAL RESERVE	0	0	40,000	Safety And Environmental Reserve
TOTAL MAINTENANCE EXPENDITURES	345,207	276,920	597,665	
TOTAL EXPENDITURES	\$ 430,749	\$ 334,235	\$ 664,980	
REVENUES LESS EXPENDITURES	\$ (62,954)	\$ 28,374	\$ 56,902	
COUNTY APPRAISER & TAX COLLECTOR FEE	(13,107)	(14,187)	(28,451)	Four Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(4,896)	(14,187)	(28,451)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ (80,957)	\$ -	\$ -	
CARRYOVER FROM PRIOR YEAR	0	0	0	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ (80,957)	\$ -	\$ -	

Capron Trail Community Development District Assessment Comparison

	Fiscal Year 2023/2024 Assessment Per Unit	Fiscal Year 2024/2025 Assessment Per Unit	Fiscal Year 2025/2026 Assessment Per Unit	Fiscal Year 2026/2027 Projected Assessment Per Unit
Administrative (formerly O&M)	\$ 63.00	\$ 9.78	\$ 9.78	\$ 11.54
Maintenance	\$ -	\$ 53.21	\$ 53.21	\$ 114.84
Total	\$ 63.00	\$ 62.99	\$ 62.99	\$ 126.38

* Assessments Include the Following :

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

Community Information (Administrative):

Units (One Unit = 1 Acre) 6,111.57
Includes Baer LLC Acres (241.41)
and 2024 Expansion Area (453.99)
On Roll: 5,870.16 Acres - Direct Bill: Baer 241.41

Community Information (Maintenance):

Units (One Unit = 1 Acre) 5,657.58
Includes Baer LLC Acres (241.41)
On Roll: 5,416.17 Acres - Direct Bill: 241.41

RESOLUTION NO. 2026-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT,
ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL
YEAR 2026/2027 AND SETTING THE TIME AND LOCATION OF SAID
DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, it is necessary for the Capron Trail Community Development District ("District") to establish a regular meeting schedule for fiscal year 2026/2027; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2026/2027 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2026/2027 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 20th day of July, 2026.

ATTEST:

**CAPRON TRAIL
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 REGULAR 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 19, 2026
November 16, 2026
December 21, 2026
February 15, 2027
March 15, 2027
April 19, 2027
May 17, 2027
June 21, 2027
July 19, 2027
August 16, 2027
September 20, 2027**

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 toll free at 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 ensure 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

PUBLISH: ST. LUCIE NEWS TRIBUNE

**CONTINUING PROFESSIONAL SERVICES AGREEMENT
(RFQ for District Engineer Services)**

THIS CONTINUING PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____, by and between the CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT, a community development district established pursuant to and governed by Chapter 190, Florida Statutes, with a principal address of 10521 SW Village Center Dr., Suite 203, Port St. Lucie, FL 34987 (“District”) and HIGGINS ENGINEERING AND SURVEYING, LLC, a Florida limited liability company, with a principal address of 3561 SW Corporate Pkwy., Palm City, FL 34990 (“CONSULTANT”).

RECITALS

WHEREAS, the District issued Request for Qualifications for District Engineer Services and related professional services in accordance with the Consultants’ Competitive Negotiations Act, section 287.055, Florida Statutes (“RFQ”); and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ; and

WHEREAS, the District desires to award the RFQ to the CONSULTANT based on CONSULTANT’s qualifications and experience to provide District Engineer Services; and

WHEREAS, the CONSULTANT has significant experience in assisting special district organizations in providing engineering services; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the CONSULTANT to the District; and,

WHEREAS, the District finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the District and the CONSULTANT agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement by reference and acknowledged as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. The District has awarded the CONSULTANT the non-exclusive right to provide the District with District Engineer services, pursuant to the requirements of Chapter 190, Florida Statutes.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that CONSULTANT will act hereunder as an independent contractor and none of the CONSULTANT’s, officers, directors, employees, independent contractors, representatives or agents performing services for CONSULTANT pursuant to this Agreement shall have any claim under this Agreement or otherwise against the District for compensation of any kind under this Agreement. The relationship between the District and CONSULTANT is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

(a) **Term**. This non-exclusive Agreement shall become effective upon approval by the District

Board of Supervisors and execution by the District and shall have an initial term of three (3) years ("Initial Term") with three (3) optional, one (1) year renewals. The District Manager is authorized to exercise the optional one (1) year renewals, unless the renewal includes a change in the fee schedule, which must be approved by the District Board of Supervisors. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the District Board of Supervisors. Notwithstanding the foregoing, this Agreement may be terminated as stated herein.

(b) Time for Completion. Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth by the District.

(c) Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, regulations, epidemic or pandemic. The CONSULTANT or District may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or District shall resume its performance as soon as is reasonably possible. Upon the CONSULTANT's request, the District shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the District's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the District. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

(d) Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

(e) Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to commence to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

(f) Early Termination. If this Agreement is terminated before the completion of all services by either party, the CONSULTANT shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the District in the format acceptable to District.
3. Continue and complete all parts of the services that have not been terminated.

(g) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the District is a community development district established pursuant to and governed by Chapter 190, Florida Statutes, which is a unit of government organized under the State of Florida, and as such, this Agreement is subject to budgeting and appropriation by the District of funds sufficient to pay the costs associated herewith in any fiscal year of the District. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are

appropriated or budgeted by the District's governing board in any fiscal year to pay the costs associated with the District's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the District to be, insufficient to pay the costs associated with the District's obligations hereunder in any fiscal period, then the District will notify CONSULTANT of such occurrence and either the District or CONSULTANT may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the District of any kind whatsoever; however, District shall pay CONSULTANT for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

(a) Fee Schedule. The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term this Agreement. After the Initial Term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the District, which may be by an amendment approved by the Board of Supervisors and signed by the District Manager. The fee schedule shall be the basis for all fees proposed by the CONSULTANT and in any approved task order. Notwithstanding anything in the Agreement to the contrary, CONSULTANT may submit a written request for an equitable adjustment of the fees or other compensation payable by the District to CONSULTANT if, after the date of this Agreement, there is a change in applicable laws increasing the amount of taxes (excluding taxes based on net income or equity), tariffs, levies, customs, or duties directly payable by CONSULTANT under the Agreement or any applicable task order. The written request must include supporting documentation for the equitable adjustment and provide sufficient detail for the District's consideration. The District shall consider the written request and if the documentation provided establishes that the CONSULTANT is entitled to the equitable adjustment, the District may approve the equitable adjustment subject to the District's annual budgeting limitations.

(b) Task Order(s). This non-exclusive Agreement does not guarantee that the District will utilize CONSULTANT in any capacity or for any services identified herein. When the District identifies a need for the CONSULTANT's services, the District will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the CONSULTANT's currently hourly fee set forth in the CONSULTANT's proposal and attached hereto as **Exhibit "B"**. If a sub-consultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the sub-consultant(s) and attach the same to the CONSULTANT's proposal submitted to the District. Upon receipt of the CONSULTANT's proposal, the District shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the District Manager (if \$35,000 or less) or the District Board of Supervisors. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the District or upon the CONSULTANT's receipt of a fully executed task order for the services. The District reserves the right to reject any and all proposals submitted by the CONSULTANT.

(c) Invoices. Unless otherwise agreed in an issued Task Order, the CONSULTANT shall render monthly invoices to the District for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. All invoices shall be submitted to:

Capron Trail Community Development District
c/o Special District Services
Attn: District Manager
10521 SW Village Center Dr., Ste 203

The District Manager will review each invoice submitted by the CONSULTANT. If approved, the District will make payment in accordance with this Agreement. Invoices must be submitted and will be reviewed and paid in accordance with the Local Government Prompt Payment Act.

(d) Reimbursable Expenses. The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in the related task order. The District shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of St. Lucie County. CONSULTANT shall not be reimbursed for travel within St. Lucie County and all travel shall be proposed and reimbursed pursuant to section 112.061, Florida Statutes.

(e) Direct Project Expenses. Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in the related task order. The District shall not be responsible for payment of any direct project expenses except as provided for in an approved task order or amendment thereto. All direct project expenses shall be billed at cost to the District and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

(f) Additional Services. If the District seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the District and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the District in the form of an Amendment prior to said services being provided.

(g) Status Report. The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the District (format may be provided by District or CONSULTANT for each approved task order).

(h) Fiscal Non-funding. In the event sufficient budgeted funds are not available for a new fiscal period, the District shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the District. The CONSULTANT will be paid for all services rendered through the date of termination.

SECTION 6: TERMS OF PERFORMANCE

(a) Starting Work. The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the District or upon the CONSULTANT's receipt of an approved Task Order for the services.

(b) Ownership of Documents. The drawings, specifications, calculations, supporting documents, or other work products which are prepared for the District by the CONSULTANT under this Agreement, a District issued Task Order, or amendments thereto ("Work Product"), shall be and shall become the property of the District upon delivery or completion by the CONSULTANT or receipt of payment from the District for the same. The CONSULTANT may keep copies or samples thereof and shall have a royalty-free, non-exclusive license to use such Work Product. The District accepts sole responsibility for its reuse of any Work Product in a manner other than as initially intended, or for any use of incomplete Work Product unless prior written approval is obtained from the CONSULTANT.

(c) Accounting Records. The CONSULTANT's accounting records, insofar as they pertain to

invoicing the District or for disbursements made from the CONSULTANT's account for services under this Agreement shall be open to District's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Notwithstanding the foregoing, the District shall not be entitled to audit any records of the CONSULTANT which reveal individual pricing components, multipliers, or other unit pricing of the CONSULTANT's hourly rates charged to the District under this Agreement. Backup documentation for out-of-pocket expenses exceeding Twenty-Five Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

(d) Approval of Changes. The District, through the District Manager must approve in writing any changes in the scope of services which result in additional costs or expenses to the District, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

(e) Authorized Representative. Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the District to represent and act for the CONSULTANT and shall inform the District in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the District informed of any subsequent changes in the foregoing. The authorized representative of the District shall be the District Manager or designee.

(f) Design/Construction Phase Services. Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the District. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the District against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

(g) Personnel. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the District. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. All of the CONSULTANT's personnel (and all subconsultants) while on District premises, will comply with all District requirements governing conduct, safety, and security. The District reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by District to CONSULTANT of the cause for such replacement.

(h) Conflict of Interest. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT

further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the District's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the CONSULTANT. The District agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the District shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the District by the CONSULTANT under the terms of this Agreement.

(i) News Releases / Publicity. The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the services hereunder without prior written District approval.

SECTION 8: DISTRICT'S RESPONSIBILITIES

(a) Service of Others. The District shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the Project.

(b) Examine Work of the Consultant. Within a reasonable time so as not to delay the services of the CONSULTANT, the District shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the District deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

SECTION 9: SUSPENSION BY DISTRICT FOR CONVENIENCE. The District may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as District may determine for District's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

SECTION 10: INDEMNIFICATION. The CONSULTANT shall indemnify and hold harmless the District, including its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees (at the trial and appellate levels) to the extent caused by the negligence of the CONSULTANT, its officers, directors, employees, representatives, and agents employed or utilized by the CONSULTANT in the performance of the services under this Agreement. The District agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or the CONSULTANT, nor shall this Agreement be construed as a waiver of sovereign immunity for the District beyond the waiver provided in section 768.28, Florida Statutes, the limitations of which the parties hereto

agree shall apply whether the claim or cause of action is brought in tort or in contract.

SECTION 11: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 12: SUB-CONSULTANTS. The District reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and approve all qualifications of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. All subconsultants providing professional services to the CONSULTANT under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement for the CONSULTANT. In the event that a subconsultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the CONSULTANT shall indemnify and hold harmless the District for any claim in excess of the subconsultant's insurance coverage, arising out of the negligent acts, errors or omissions of the subconsultant. Nothing contained herein shall create any contractual relationship between any subconsultant and the District.

SECTION 13: FEDERAL AND STATE TAX. The District is exempt from payment of Florida State Sales and Use Tax. The CONSULTANT is not authorized to use the District's Tax Exemption Number.

SECTION 14: INSURANCE. Prior to commencing any services, the CONSULTANT shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the District and the CONSULTANT. All such insurance policies may not be modified or terminated without the express written authorization of the District.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/	\$1,000,000 per occurrence Errors and Omissions
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Contractor, personal injury)	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$1,000,000 single limits
Worker's Compensation	\$ statutory limits
Cyber and Privacy Liability	\$1,000,000 per occurrence

Except for Professional Liability and Workers' Compensation, all policies shall name the District as an additional insured. All policies shall include a waiver of subrogation and contribute as primary and non-contributory. Proof of all insurance coverage shall be furnished to the District by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve CONSULTANT of its liability and obligations under this Agreement.

Additional Insured status shall be provided pursuant and subject to ISO Form CG 20 10 12 19 (ongoing operations) and, if applicable, CG 20 37 12 19 (completed operations), or equivalent forms for coverages other than Commercial General Liability, to the extent that the loss or claim in question is caused by the

CONSULTANT's negligence in its operations in and during the performance of the services, and to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by CONSULTANT under this Agreement, it being the express intent and understanding of the Parties that, up to specified limits, additional insured status is provided hereunder as a support to performance of CONSULTANT's expressly assumed, covered indemnity obligations hereunder.

SECTION 15: SUCCESSORS AND ASSIGNS. The District and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 16: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Venue for any and all legal action necessary to enforce the Agreement or disputes arising out of the Agreement will be held exclusively in St. Lucie County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Each party shall be responsible for its own attorney's fees and costs related to any dispute arising out of or related to this Agreement.

SECTION 17: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 18: NONDISCRIMINATION. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 19: AUTHORITY TO PRACTICE. The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the District upon request.

SECTION 20: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 21: PUBLIC ENTITY CRIMES. CONSULTANT acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The CONSULTANT will advise

the District immediately if it becomes aware of any violation of this statute.

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the DISTRICT shall be sent to:

Capron Trail Community Development District
c/o Special District Services
Attn: District Manager
10521 SW Village Center Dr., Ste 203
Port St. Lucie, FL 34987

and if sent to the CONSULTANT, shall be sent to:

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 23: ENTIRETY OF AGREEMENT AND CONTROLLING PROVISIONS. This Agreement consists of the terms and conditions set forth in this Agreement (inclusive of all exhibits hereto) and any District issued Task Orders. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement (inclusive of all exhibits hereto) and a District issued Task Order, the terms and conditions of this Agreement shall prevail with the District issued Task Order next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the District reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 26: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and District may at its option provide notice to the CONSULTANT to terminate for cause.

SECTION 27: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the District Commission. The Effective Date is the date this Agreement is executed by the District.

SECTION 28: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 29: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 30: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically or digitally, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 31: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the CONSULTANT, the undersigned hereby represents to the District that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the CONSULTANT for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: PUBLIC RECORDS. The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the District as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the District to perform the service.
- (b) Upon request from the District's custodian of public records or designee, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) 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 this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the District.
- (d) Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the CONSULTANT or keep and maintain public records required by the District to perform the service. If the CONSULTANT transfers all public records to the District upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records or designee, in a format that is compatible with the information technology systems of the District.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-345-5119, SBROWN@SDSINC.ORG, OR BY MAIL SENT TO CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT, C/O SPECIAL DISTRICT SERVICES, 10521 SW VILLAGE CENTER DRIVE, SUITE 203, PORT ST. LUCIE, FL 34987.

SECTION 33: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving

Party”) will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software (“Confidential Information”) obtained from the other party (the “Disclosing Party”); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party’s Confidential Information, (iv) that is already in the Receiving Party’s possession at the time of disclosure, or (v) that is required to be released by law. Notwithstanding the foregoing, the parties may share confidential information with their affiliates, officers, employees, agents, subcontractors, and similar persons but only to the extent such confidential information is necessary for the performance of the services and this Agreement.

SECTION 34: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States (“Export Laws”) to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 35: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 36: SCRUTINIZED COMPANIES.

(a) The CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the District may immediately terminate this Agreement at its sole option if the CONSULTANT or any of its subconsultants are found to have submitted a false certification; or if the CONSULTANT or any of its subconsultants, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

(b) If this Agreement is for one million dollars or more, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

SECTION 37: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, the CONSULTANT shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants to register with and use the E-Verify system to verify the work authorization status of all the subconsultants’ newly hired employees;

(b) Secure an affidavit from all subcontractors stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien;

(c) Maintain copies of all subconsultant affidavits for the duration of this Agreement and provide the same to the District upon request;

(d) Comply fully, and ensure all subconsultant comply fully, with Sections 448.09(1) and 448.095,

Florida Statutes;

(e) Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes shall be grounds for termination of this Agreement; and

(f) Be aware that if the District terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the CONSULTANT may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the District as a result of the termination of the Agreement.

SECTION 38: WAIVER OF CONSEQUENTIAL DAMAGES. In no event shall either party (including their subcontractors and affiliates) be liable to the other in contract, in tort, by operation of law, or otherwise for any loss of profit or revenue or for any special, consequential, incidental, indirect, exemplary or punitive damages of any kind arising out of or relating to performance or non-performance of this Agreement.

SECTION 39: SECTION 787.06 COMPLIANCE. The CONSULTANT, by signing this Agreement as set forth below, attests that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Professional Services Agreement for District Engineer Services as of the day and year set forth above.

HIGGINS ENGINEERING AND SURVEYING, LLC,
a Florida limited liability company

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2026, by _____, as the _____ [title] of **Higgins Engineering and Surveying, LLC.**, a limited liability company authorized to do business in the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Higgins Engineering and Surveying, LLC** to the same.

Notary Public Signature

Notary Seal:

**CAPRON TRAIL COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Chair/Vice Chair

ATTEST:

_____, District Clerk

Approved as to form and legal sufficiency:

Office of the District Attorney

EXHIBIT "A"
(Sample Task Order)

[Note: Task Order Number will be issued by the District, leave the line number empty].

TASK ORDER No. _____

**CONTINUING PROFESSIONAL SERVICES
(_____ Services)**

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES ("Task Order") is made on the day of _____, between the CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT, a community development district established pursuant to and governed by Chapter 190, Florida Statutes ("District") and _____, a _____ authorized to do business in the State of Florida ("CONSULTANT").

1.0 Project Description:

The District desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT's Proposal, dated _____ and services are generally described as: _____ (the "Project").

2.0 Scope

Under this Task Order, the CONSULTANT will provide the District with _____ Services for the Project as specified in the CONSULTANT's proposal attached hereto and incorporated herein as Exhibit "1".

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the District's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of _____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is _____, phone (_____; email: _____; and, the Project Manager for the District is _____, phone: _____; email: _____.

6.0 Progress Meetings

The CONSULTANT shall schedule periodic progress review meetings with the District Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (_____ Services) based on RFQ_____ between the District and the CONSULTANT, dated _____ (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services herein shall prevail over any general scope of services.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. _____ as of the day and year set forth above.

HIGGINS ENGINEERING AND SURVEYING, LLC,
a Florida limited liability company

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2026, by _____, as the _____ [title] of **Higgins Engineering and Surveying, LLC.**, a limited liability company authorized to do business in the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Higgins Engineering and Surveying, LLC** to the same.

Notary Public Signature

Notary Seal:

**CAPRON TRAIL COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Print Name: _____

Title: _____

ATTEST:

_____, District Clerk

Approved as to form and legal sufficiency:

Office of the District Attorney

Exhibit “B”
Consultant’s Rate Schedule

Engineer's Standard Hourly Rates: Effective January 2026

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Exhibit B and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. Schedule of Hourly Rates:

Billing Class	Rate
Billing Class I – Principal Engineer	\$ 295/hour
Billing Class II – Sr. Project Engineer	\$ 205/hour
Billing Class III – Project Engineer	\$ 165/hour
Billing Class IV – Design Engineer	\$ 135/hour
Billing Class V – Sr. CAD Technician	\$ 125/hour
Billing Class VI – CAD Technician	\$ 100/hour
Billing Class VII – Project Coordinator	\$ 95/hour
Billing Class VIII – Administrative Staff	\$ 90/hour
Billing Class IIX – Construction Inspector	\$ 130/hour
Billing Class IX – Professional Surveyor	\$ 195/hour
Billing Class X – Survey Project Manager	\$ 155/hour
Billing Class XI – Survey Field Crew, 2 Man	\$ 175/hour

Capron Trail Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410

Attention: Mr. B. Frank Sakuma, Jr., CDM

**Subject: Year 2026 Above Ground Impoundment (AGI) Inspection Report
Capron Trail Community Development District
St. Lucie County, Florida
Permit No. 56-00745-S**

On May 21, 2026, Mr. Jason Manning, PE with Ardaman & Associates, Inc. conducted the Year 2026 inspection of Reservoirs 1 and 2, and Wetland Preserves 1 and 2 of the Capron Trail Community Development District located in St. Lucie County, Florida (Sections 1 to 3, 12, 13, 24 and 25, Township 34 S, Range 38 E). Mr. David Bass with Premier Citrus was contacted prior to our inspection. The majority of the downstream slopes of the levees at both Reservoir 1 and Reservoir 2 had been mowed shortly before our inspection.

Following is a description of conditions observed during our inspections, including items which need to be addressed as part of the regular maintenance program for the reservoirs. Figure 1 shows a reproduction of an aerial photograph of the reservoirs and preserves. Figure 2 shows a map of the reservoirs.

RESERVOIR #1 (SOUTH RESERVOIR)

CREST AND INSIDE SLOPES

1. The crests and upper portion of the four levees are in relatively good shape. The soils along the crest are firm and there are no signs of significant slope failure or cracks.
2. Some minor rutting of the levee surface roadway was noted along the north portion of the roadway on the West Levee. Repairs of the rutting in this area do not appear necessary at this time; however, this area should be monitored for additional rutting. No significant rutting of the levee surface roadway was noted around the remaining portions of Reservoir #1.
3. There is abundant cattail growth along the water line of the inside of the embankments of Reservoir #1, except for one small area noted on the interior of the South Levee as discussed below.

4. West Levee

- a) Typical view of the West Levee is presented below. No significant issues were noted along the crest and the inside slope of the West Levee.



Photo 1 - South Reservoir. General View of West Levee.

- b) At the location of the pump station on the West Levee, undermining of the pump station slab was noted along the east edge of the north portion of the slab. The undermining has worsened since the previous inspection, and we recommend that corrective action be taken to address the undermining and prevent possible damage to the slab.



Photo 2 - South Reservoir - West Levee. Undermining Below the East Edge of the Pump Station Slab.

5. South Levee

- a) Typical view of the South Levee is presented below. No significant issues were noted along the crest of the South Levee.



Photo 3 - South Reservoir. General View of South Levee.

- b) The Wetland Supply Structure on the South Levee was observed. The structure appeared to be in good condition. Some excessive vegetation growth was noted at this structure location, and we recommend that the vegetation around the structure be trimmed back to provide better access.



Photo 4 - South Reservoir. Wetland Supply Structure.

- c) On the east portion of the South Levee, we noted an approximate 15 to 20-foot-long area of sparse vegetation growth and early wave erosion on the inside of the levee. A wooden stake with the designation "S-1" was placed on the north side of the crest road at this location. A photograph of this area is presented below.



Photo 5 - South Reservoir. Sparse Vegetation and Early Erosion Area on East Portion of South Levee.

6. East Levee

- a) No issues were noted at the pump station located at the south end of the East Levee.



Photo 6 - South Reservoir – Pump Station at South End of East Levee.

- b) Typical view of the East Levee is presented below. No significant issues were noted along the crest and inside slope of the East Levee.



Photo 7 - South Reservoir. General View of East Levee.

- c) The main spillway located on the East Levee which discharges into the C-1A southeast-northwest canal that abuts the reservoir was observed. The gauge on the spillway was observed to be in good condition and the reservoir water elevation reading on the gauge was approximately 29.4 feet (NGVD) on the day of our inspection which is about 4.6 feet below the crest of the levee. The levee slope at the west end of the C-1A canal is protected with a concrete mat. No sinkholes, potholes, or depressions were noted above the buried spillway pipe in this area of the levee.



Photo 8 - South Reservoir. Water Elevation Gauge on Main Spillway.

- d) The pump station located near the center of the East Levee was observed. No significant issues were observed.



Photo 9 - South Reservoir. Pump Station Slab on East Levee.

- e) The emergency morning glory (S-5A) spillway formed by a vertical corrugated metal pipe is located in the northern portion of the East Levee. The spillway structure was covered by floating water hyacinth on the day of our inspection and we could not observe the structure. There were no obvious signs of depressions or sinkholes noted in this levee area on the day of our inspection.
- f) According to Mr. Bass, recent repairs to the pump station near the center of the East Levee were made. As a result of these repairs, a short section of the Levee was impacted and the final repairs to this area of the Levee were underway at the time of our inspection. The interior and exterior slopes in this levee repair area appeared to be in good condition.



Photo 10 - South Reservoir. Levee Repair Area on North Portion of East Levee.

7. North Levee

- a) Typical view of the North Levee is presented below. No significant issues were noted along the crest and inside slope of the North Levee.



Photo 11 - South Reservoir. General View of North Levee.

- b) The slope around the main intake (PS-1) pump discharge pipes located near the middle of the North Levee has been protected with rip rap armor. On the day of our inspection, we noted that some of the rip rap is starting to move down the slope exposing the geotextile fabric. It is noted that this condition was also noted during the 2025 inspection and has worsened slightly since the previous inspection in 2025. No obvious signs of depressions or sinkholes were noted in the immediate vicinity of the pump intake on the day of our inspection.



Photo 12 - South Reservoir. PS-1 Pump Discharge Pipe Location on North Levee.

OUTER SLOPES

1. There is good grass cover on the outside slopes of the levees on each side of the South Reservoir.
 - a) The toe of the levee was improved in 2017-2018 with an approximately one-foot-deep re-established ditch (toe ditch) connecting the intake pipes of the toe drains, so that most of the toe area is relatively dry and firm for most of the time. The reworked ditch is occasionally deeper than the level of the slots in the vertical pipe connected to the horizontal toe discharge pipe, which causes a minor ponding of water around some intake pipes.
2. West Levee
 - a) Along the West Levee the outer surface of the levee was generally dry and in good condition.
3. South Levee
 - a) The outside slope of the South Levee has not been mowed. Thus, we could not inspect the outside of the levee in this area except at the southwest corner which was dry and firm.
 - b) The area to the south of the south (S-6) spillway discharge pipe had at least one foot of water. The area around the staff gauge by the discharge pipe of the south reservoir spillway was overgrown with vegetation at the time of the inspection and we recommend that the vegetation be cut back so that the gauge can be read. There were no obvious signs of seepage under the discharge pipe and the soils around this location were firm on the day of our inspection.
4. East levee
 - a) The perforations in standpipes of the toe ditch are occasionally higher than the level of the bottom of the toe drain, so that there is an accumulation of water in the bottom of the toe ditch in some areas, but the adjacent slopes are generally firm.

- b) No significant rutting of the levee surface adjacent to the toe ditch was noted along the East Levee.

5. North Levee

- a) The lower portion of the slopes of the levee were relatively dry on the day of our inspection, with no obvious signs of significant seepage. These areas were noted to be in good condition.

RESERVOIR #2 (NORTH RESERVOIR)

CREST AND INSIDE SLOPES

- 1. The crests and upper portion of the levees are in good shape. The soils along the crest are firm and there are no signs of significant slope failure or cracks.
- 2. No significant rutting of the levee surface roadway was noted around Reservoir #2.
- 3. There is abundant cattail growth along the water line of the inside of the embankments except for one area of sparse vegetation and early wave erosion discussed below for the North Levee.
- 4. East Levee
 - a) Typical view of the East Levee is presented below. No significant issues were noted along the crest and inside slope of the East Levee.



Photo 13 - North Reservoir. General View of East Levee.

- b) The main spillway structure located at the southeast corner of the east section of the reservoir discharges into a canal to the southeast of the reservoir. There were no obvious sinkholes or depressions noted during the inspection between the intake and discharge ends of this pipe. The spillway structure has a staff gauge to mark the level of the water in the reservoir. At the time of our inspection, the water level inside the reservoir was at an elevation of about 29.5 feet (NGVD) according to the staff gauge.



Photo 14 – North Reservoir. Main Spillway Staff Gauge on May 21, 2026.

5. North Levee

- a) Typical view of the North Levee is presented below. No significant issues were noted along the crest and inside slope of the North Levee, except for the area noted below in Item b).



Photo 15 - North Reservoir. General View of North Levee.

- b) Near the center of the North Levee, we noted an approximate 130-foot-long area of somewhat sparse vegetation and signs of early wave erosion on the inside of the levee. A wooden stake with the designation “N-1” was placed on the south side of the crest road at this location. This has been an ongoing issue in this area of the North Levee.



Photo 16 - North Reservoir. Sparse Vegetation and Early Erosion Area Near Center of North Levee.

6. West Levees – Northwest and South “Compartments”

- a) Typical view of the West Levee is presented below. No significant issues were noted along the crest and inside slope of the West Levees along the northwest and south compartments.



Photo 17 - North Reservoir. General View of West Levee.

- b) The discharge pipe/pump station near the north end of the West Levee was observed and no issues were noted near this facility.

7. South Levees - Northwest and Southern “Compartments”

- a) Typical view of the South Levee is presented below. No significant issues were noted along the crest and inside slope of the South Levees along the northwest and south compartments.



Photo 18 - North Reservoir. General View of South Levee.

- b) The discharge pipe/pump station near the east end of the South Levee was observed and no issues were noted near this facility.

OUTER SLOPES

1. A ditch (toe ditch) has been re-established to a depth of about one foot along the toes of the levees. For the most part, the ditches were found to be generally dry with firm soils by it. The slopes and the toe areas are generally dry and firm as noted below, indicating that seepage across the embankments is not significant.

2. East Levee

- a) The lower portion of the slopes of the levee are relatively dry, with no obvious signs of significant seepage, and are in good shape.

3. North Levee

- a) The lower portion of the slopes of the levee are relatively dry, with no obvious signs of significant seepage, and are in good shape. The toe ditch was generally dry at the time of inspection.

4. West Levees of the Northwestern and South “Compartments”

- a) The lower portion of the slopes of the levees at the northwest and south compartments are relatively dry, with no obvious signs of significant seepage, and are in good shape.

5. South Levee of the Northwestern and South “Compartments”

- a) The lower portion of the slopes of the levee at the northwest compartment are relatively dry, with no obvious signs of significant seepage, and are in good shape. No significant rutting due to wet conditions was noted during our inspection of this area.

PRESERVE AREAS

There were no significant changes in the perimeter parapet berms of both preserves noted during the 2026 inspection. There are some minor erosion effects in the perimeter berms of the western and northern parts of Preserve #2.

RECOMMENDATIONS

Following are some of the maintenance items that should be completed in the immediate future based on the results of our recent inspection.

South Reservoir

- South Levee - we recommend clearing the vegetation away from the Wetland Supply structure and from the area south of the south spillway discharge pipe on the outside of the levee and making sure that the staff gauge is clearly visible.
- South Levee - repair the 15 to 20-foot-long area of sparse vegetation growth and early wave erosion on the inside of the east portion of the South Levee (wooden stake “S-1” placed at this location). We recommend repairing this area by clearing the vegetation, determining the slope, then placing fill soil as needed to restore the slope. The fill soil should be tamped with the excavator bucket as placed.

- East Levee – we recommend that vegetation be planted on the interior and exterior slopes in the levee repair area on the north portion of the East Levee as soon as possible to protect this area from the possible effects of surface erosion.
- North Levee – At the location of the main intake (PS-1) pump discharge pipes, rip rap should be placed on portions of the inside slope where the underlying geotextile fabric is becoming exposed.

North Reservoir

- North Levee - repair the area of sparse vegetation growth and early wave erosion on the inside of the levee beginning near the central portion of the levee and extending for roughly 130 feet (wooden stake “N-1” placed at this location). We recommend repairing this area by clearing the vegetation, determining the slope, then placing fill soil as needed to restore the slope. The fill soil should be tamped with the excavator bucket as placed.

Misc.

- We recommend the preparation of a formal list of employees with direct responsibility for the operation of the reservoirs during pre-storm and storm conditions and a listing of emergency procedures with regards to the lowering of the water in the reservoirs.

Do not hesitate to contact the undersigned if you have any questions or require additional information. SFWMD Inspection Report forms covering the 2026 inspection have been attached.

ARDAMAN & ASSOCIATES, INC.

Florida Registry 5950



Clif Leffler
Assistant Project Engineer



Jason P. Manning, P.E.
Branch Manager
Florida License No. 53265



THIS DOCUMENT HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

Jason P
Manning

Digitally signed by
Jason P Manning
Date: 2026.06.01
10:20:12 -04'00'

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED.
THIS SIGNATURE MUST BE VERIFIED ON
ANY ELECTRONIC COPIES.

Attachments: 1. Figures 1 and 2
2. SFWMD Inspection Report Forms

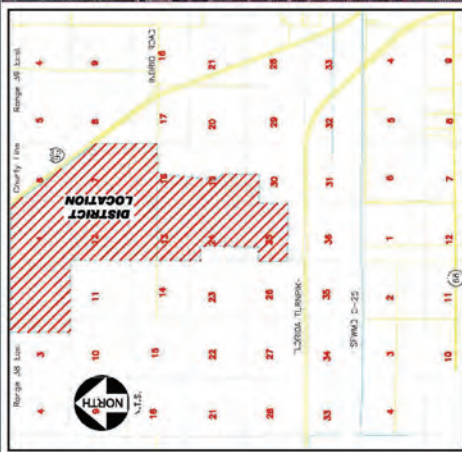
Cc: Ms. Stephanie Brown – Special District Services, Inc.

ATTACHMENT 1

Figures

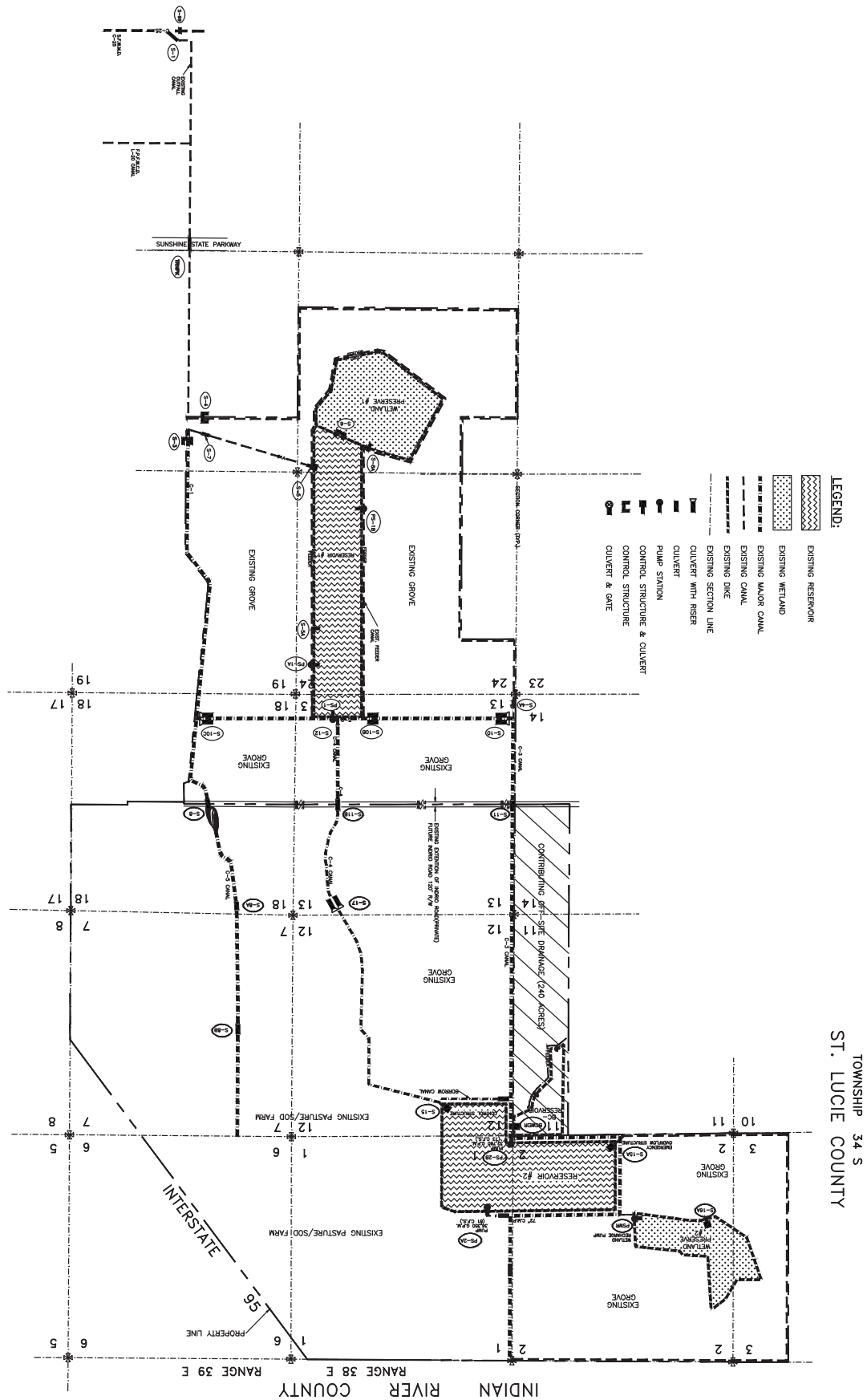
CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT

LEGEND:
 **BOUNDARY**



LOCATION MAP





Ardaman & Associates, Inc.
 Geotechnical, Environmental & Materials Consultants
 2200 N. Florida Mango Road, Suite 101
 West Palm Beach, Florida 33409
 Phone: (561) 687 8200 / Fax: (561) 640 7375

2022 RESERVOIR INSPECTION
 CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT
 ST. LUCIE COUNTY, FLORIDA

File No.: 22-5433
 Prepared By: Dan J. Zrallack, P.E.
 Approved By: Roberto Balbis, P.E.
 Date: 04/05/22

Figure No.

2

ATTACHMENT 2

SFWMD Inspection Report Forms



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ABOVE GROUND IMPOUNDMENT INSPECTION/CERTIFICATION REPORT

This checklist is to be used as a suggested guide for annual above ground impoundment inspections / certifications. Although it is fairly complete it should not be interpreted as being limiting and/or all inclusive in any particular case. The certifying engineer is responsible for the scope of the inspection(s) and the contents of the report(s). **Indicate by “YES” or “NO”**, a “YES” response requires that alterations or repairs be specified to be accomplished by a specific calendar date. If additional room is needed for comments, please add extra sheets.

Permit #: 56-00745-S

Date of Inspection: 05/21/2026

IMPOUNDMENT	1	2	3	4	5	6	7	8	9	10
INTERIOR SLOPE										
EROSION	YES	YES								
TREES	NO	NO								
ANIMAL BURROWS	NO	NO								
CRACKS, SETTLEMENT OR BULGES	NO	NO								
SLIDES OR SLOUGHS	NO	NO								
INADEQUATE EROSION PROTECTION	NO	NO								
EXTERIOR SLOPE										
EROSION	NO	NO								
TREES	NO	NO								
ANIMAL BURROWS	NO	NO								
CRACKS, SETTLEMENT OR BULGES	NO	NO								
SLIDES OR SLOUGHS	NO	NO								
INADEQUATE EROSION PROTECTION	NO	NO								
TOP OF BANK										
EROSION	NO	NO								
ANIMAL BURROWS	NO	NO								
CRACKS, SETTLEMENT OR BULGES	NO	NO								
SLIDES OR SLOUGHS	NO	NO								
ACCESS OBSTRUCTED	NO	NO								
PUMPS										
POOR OPERATING CONDITION	NO	NO								
ACCESS OBSTRUCTED	NO	NO								
CAPACITY OTHER THAN PERMITTED	NO	NO								

IMPOUNDMENT	1	2	3	4	5	6	7	8	9	10
IMPOUNDMENT DISCHARGE STRUCTURE(S)										
SPALLING, CRACKING, SCALING	NO	NO								
CORROSION	NO	NO								
LEAKAGE	NO	NO								
TRASH RACK INADEQUATE	NO	NO								
OBSTACLES TO INLET	NO	NO								
IMPOUNDMENT DISCHARGE CULVERT(S)										
EROSION	NO	NO								
CORROSION	NO	NO								
LEAKAGE	NO	NO								
OUTLET CHANNEL OBSTRUCTED	NO	NO								
EMERGENCY SPILLWAYS/RETURN OVERFLOW										
EROSION	NO	NO								
CORROSION	NO	NO								
OBSTRUCTIONS	NO	NO								
OPERATION										
PERMITTED CONTROL ELEVATIONS	29.5	29.5								
CURRENT WATER LEVEL	29.4	29.5								
1) ARE THE IMPOUNDMENT TOP ELEVATION, TOP WIDTH AND SIDE SLOPES AS PERMITTED? IF NOT, PLEASE EXPLAIN BELOW:	YES	YES								
2) ARE THE DIMENSIONS, ELEVATIONS AND MATERIALS (I.E., FIXED PLATE METAL WEIR, ETC) OF THE IMPOUNDMENT DISCHARGE STRUCTURE(S), DISCHARGE CULVERT(S) AND EMERGENCY OVERFLOW STRUCTURE(S) AS PERMITTED? IF NOT, PLEASE EXPLAIN BELOW:	YES	YES								
IS THE REST OF THIS IMPOUNDMENT SYSTEM CURRENTLY AS PERMITTED AND DOES IT SHOW EVIDENCE AS BEING OPERATED AS PERMITTED?	YES	YES								

- 1) ADDITIONAL COMMENTS: Minor erosion was noted on the interior slope of the south levee of Reservoir #1 and on the interior slope of the north levee of Reservoir #2. Our report recommends maintenance repairs of this area.
- 2) ADDITIONAL COMMENTS: NA

PLEASE PROVIDE A LOCATION MAP AS TO WHICH AGI IS 1, 2, 3, ETC. (E.G., FIELD ONE, WEST AGI); AN AERIAL OR ROUGH SKETCH WILL SUFFICE

IMPOUNDMENT 1	See Figures 1 and 2
IMPOUNDMENT 2	See Figures 1 and 2
IMPOUNDMENT 3	
IMPOUNDMENT 4	
IMPOUNDMENT 5	
IMPOUNDMENT 6	
IMPOUNDMENT 7	
IMPOUNDMENT 8	
IMPOUNDMENT 9	
IMPOUNDMENT 10	

Capron Trail
Community Development District

**Financial Report For
June 2026**

**CAPRON TRAIL COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
OPERATING FUND
JUNE 2026**

	Annual Budget 10/1/25 - 9/30/26	Actual Jun-26	Year To Date Actual 10/1/25 - 6/30/26
REVENUES			
ADMINISTRATIVE ASSESSMENTS	57,409	0	57,644
MAINTENANCE ASSESSMENTS	288,194	0	288,199
FACILITIES & SERVICE AGREEMENT (ADMIN)	2,361	0	15,206
FACILITIES & SERVICE AGREEMENT (MAINT)	12,845	0	0
DIRECT BILL - 2024 EXPANSION AREA (ADMIN)	0	0	0
OTHER INCOME	0	0	0
INTEREST INCOME	1,800	0	1,705
DEVELOPER CONTRIBUTION - EXTRAORDINARY	0	0	0
TOTAL REVENUES	\$ 362,609	\$ -	\$ 362,754
ADMINISTRATIVE EXPENDITURES			
SUPERVISOR FEES	0	0	0
FICA TAXES	0	0	0
ENGINEERING	12,000	3,400	6,090
MANAGEMENT FEES	24,000	2,000	18,000
LEGAL FEES	4,000	3,568	5,442
AUDIT FEES	3,500	0	0
INSURANCE - LIABILITY	8,000	0	7,942
LEGAL ADVERTISING	1,150	0	884
POSTAGE AND DELIVERY	300	29	45
OFFICE SUPPLIES/MISCELLANEOUS	1,750	509	1,955
DUES & SUBSCRIPTIONS	175	0	175
WEBSITE MANAGEMENT	1,750	145	1,312
ADMINISTRATIVE CONTINGENCY	690	0	0
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 57,315	\$ 9,651	\$ 41,845
MAINTENANCE EXPENDITURES			
MOWING	27,000	0	8,441
FUEL & OIL	115,500	0	86,435
AQUATIC MAINTENANCE	17,565	0	11,570
OPERATIONS MANAGEMENT	40,000	0	19,622
ROADWAYS & CULVERTS	11,600	0	13,542
CANAL REPAIR & MAINTENANCE	8,400	0	593
RESERVOIR REPAIR & MAINTENANCE	10,000	0	1,742
DRAINAGE ENGINE/PUMP REPAIR & MAINTENANCE	46,000	0	101,049
INSURANCE - MAINTENANCE	0	0	0
MISCELLANEOUS MAINTENANCE	855	0	25
TOTAL MAINTENANCE EXPENDITURES	\$ 276,920	\$ -	\$ 243,019
TOTAL EXPENDITURES	\$ 334,235	\$ 9,651	\$ 284,864
REVENUES LESS EXPENDITURES	\$ 28,374	\$ (9,651)	\$ 77,890
COUNTY APPRAISER & TAX COLLECTOR FEE	(14,187)	0	(13,548)
DISCOUNTS FOR EARLY PAYMENTS	(14,187)	0	(13,786)
EXCESS/ (SHORTFALL)	\$ -	\$ (9,651)	\$ 50,556
CARRYOVER FROM PRIOR YEAR	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (9,651)	\$ 50,556

Notes: Premier Citrus Management Invoices Received Through May 2026

Bank Balance As Of 6/30/26	\$ 77,503.21
Accounts Payable As Of 6/30/26	\$ 33,505.94
Accounts Receivable As Of 6/30/26	\$ -
Available Funds As Of 6/30/26	\$ 43,997.27

Capron Trail Community Development District
Budget vs. Actual
October 2025 through June 2026

	Oct 25 - June 26	25/26 Budget	\$ Over Budget	% of Budget
Income				
01-1399 · Carryover from prior year	0.00	0.00	0.00	0.0%
01-3100 · Admin Assessments	57,643.81	57,409.00	234.81	100.41%
01-3200 · Maintenance Assessment	288,199.20	288,194.00	5.20	100.0%
01-3201 · Facilities & Service Agre Admin	2,361.00	2,361.00	0.00	100.0%
01-3202 · Facilities & Service Agre Maint	12,845.42	12,845.00	0.42	100.0%
01-3830 · Assessment Fees	-13,548.43	-14,187.00	638.57	95.5%
01-3831 · Assessment Discounts	-13,786.32	-14,187.00	400.68	97.18%
01-9410 · Interest Income (GF)	1,704.98	1,800.00	-95.02	94.72%
Total Income	335,419.66	334,235.00	1,184.66	100.35%
Expense				
01-1310 · Engineering	6,090.00	12,000.00	-5,910.00	50.75%
01-1311 · Management Fees	18,000.00	24,000.00	-6,000.00	75.0%
01-1315 · Legal Fees	5,442.30	4,000.00	1,442.30	136.06%
01-1320 · Audit Fees	0.00	3,500.00	-3,500.00	0.0%
01-1450 · Insurance (Liability)	7,941.66	8,000.00	-58.34	99.27%
01-1480 · Legal Advertisements	884.12	1,150.00	-265.88	76.88%
01-1513 · Postage and Delivery	44.64	300.00	-255.36	14.88%
01-1514 · Office Supplies	1,954.62	1,750.00	204.62	111.69%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1750 · Website Management	1,312.47	1,750.00	-437.53	75.0%
01-1755 · Administrative Contingency	0.00	690.00	-690.00	0.0%
01-1803 · Aquatic Maintenance	11,569.73	17,565.00	-5,995.27	65.87%
01-1822 · Mowing	8,441.00	27,000.00	-18,559.00	31.26%
01-1823 · Fuel & oil	86,434.97	115,500.00	-29,065.03	74.84%
01-1824 · Operations Management	19,622.04	40,000.00	-20,377.96	49.06%
01-1825 · Roadways & Culverts	13,542.30	11,600.00	1,942.30	116.74%
01-1826 · Canal Repair & Maintenance	593.32	8,400.00	-7,806.68	7.06%
01-1827 · Reservoir Repair & Maintenance	1,741.96	10,000.00	-8,258.04	17.42%
01-1828 · Drainage Engine/Pump Repairs	101,048.77	46,000.00	55,048.77	219.67%
01-1831 · Miscellaneous Maintenance	25.00	855.00	-830.00	2.92%
Total Expense	284,863.90	334,235.00	-49,371.10	85.23%
Net Income	50,555.76	0.00	50,555.76	100.0%

Capron Trail Community Development District
Balance Sheet
As Of June 30, 2026

	Operating Fund	Debt Service Fund	Capital Projects Fund	General Fixed Assets Fund	Long Term Debt Fund	TOTAL
ASSETS						
Current Assets						
Checking/Savings						
CSB	77,503.21	0.00	0.00	0.00	0.00	77,503.21
Total Checking/Savings	77,503.21	0.00	0.00	0.00	0.00	77,503.21
Total Current Assets	77,503.21	0.00	0.00	0.00	0.00	77,503.21
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	-6,061,544.00	0.00	-6,061,544.00
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	489,513.00	0.00	489,513.00
TOTAL ASSETS	77,503.21	0.00	0.00	489,513.00	0.00	567,016.21
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accounts Payable						
Accounts Payable	33,505.94	0.00	0.00	0.00	0.00	33,505.94
Total Accounts Payable	33,505.94	0.00	0.00	0.00	0.00	33,505.94
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	33,505.94	0.00	0.00	0.00	0.00	33,505.94
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	33,505.94	0.00	0.00	0.00	0.00	33,505.94
Equity						
Retained Earnings	-6,558.49	0.00	0.00	-6,066,544.00	0.00	-6,073,102.49
Net Income	50,555.76	0.00	0.00	0.00	0.00	50,555.76
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	43,997.27	0.00	0.00	489,513.00	0.00	533,510.27
TOTAL LIABILITIES & EQUITY	77,503.21	0.00	0.00	489,513.00	0.00	567,016.21