

Buckhead Trails Community Development District

**March 25, 2026
Agenda Package**

TEAMS MEETING INFORMATION

MEETING ID: 242 062 377 278 6 PASSCODE: 8QV78CY2
[JOIN THE MEETING NOW](#)

2005 PAN AM CIRCLE, SUITE 300
TAMPA, FLORIDA 33067

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Buckhead Trails Community Development District

Board of Supervisors

Carlos de la Ossa, Chairman
Nicholas Dister, Vice-Chairman
Austin Berns, Assistant Secretary
Ryan Motko, Assistant Secretary
Alberto Viera, Assistant Secretary

District Staff

Brian Lamb, District Secretary
Jayna Cooper, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer
Arturo Gandarilla, Field Manager
Rollamay Turkoane District Manager

Regular Meeting Agenda

The Regular Meetings of Buckhead Trails Community Development District will be held on **March 25, 2026, at 1:00 p.m. at the Eves Bend Clubhouse located at 4725 Los Robles Court, Palmetto, FL 34221.** For those who intend to call in below is the Team link information. Please let us know at least 24 hours in advance if you are planning to call into the meeting.

Microsoft Teams meeting; [Join the meeting now](#)

Meeting ID: 242 062 377 278 6 Passcode: 8QV78CY2
Call in #: +1 646-838-1601 Phone conference ID: 443 559 593#

All cellular phones and pagers must be turned off during the meeting.

1. CALL TO ORDER/ROLL CALL

2. PUBLIC COMMENTS

(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)

3. BUSINESS ITEMS

- A. Consideration of Janitorial Services Proposals
- B. Consideration of Pool Maintenance Proposals

4. PUBLIC HEARING FOR RECREATIONAL FACILITIES RENTAL & RATES

- A. Open Public Hearing on Recreational Facilities Rentals & Rates
- B. Consideration of Resolution 2026-07 Adopting Rental Policies and Fee Schedule for Recreational Facilities
- C. Close Public Hearing on Recreational Facilities Rentals & Rates

5. PUBLIC HEARING FOR RULES OF PROCEDURE

- A. Open Public Hearing on Rules of Procedure
- B. Consideration of Resolution 2026-08 Adopting Rules of Procedure
- C. Close Public Hearing on Rules of Procedure

6. CONSENT AGENDA

- A. Approval of Meeting Minutes for February 25, 2026
- B. Consideration of Operation and Maintenance Expenditures for February 2026
- C. Acceptance of the Financials and Approval of the Check Register for February 2026
- D. Ratification of the Easement Encroachment Agreement-12120 Wild Blue Place

7. STAFF REPORTS

A. District Counsel

B. District Engineer

C. District Manager

i. Community Inspection Report

8. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

9. ADJOURNMENT



2002 West Grand Parkway North | suite 100 | Katy, Texas
 77449
 6562473501 | nmontagna@inframark.com |
 www.inframark.com/maintenance

RECIPIENT:

Jayna Cooper
 2005 Pan Am Circle
 Tampa, Florida 33607

SERVICE ADDRESS:

10413 Sapphire Breeze Cove
 Parrish, Florida 34219

Estimate #18	
Sent on	Feb 16, 2026
Total	\$760.00

Product/Service	Description	Qty.	Unit Price	Total
janitorial	Pool facility 4 bathrooms woman's restrooms 6 toilets 4 sinks 3 trashcans 6 toilet paper dispenser's 3 loose leaf paper towel dispenser's Men's restrooms 4 toilets 4 sinks 3 trashcans 4 toilet paper dispenser's 3 loose leaf paper towel dispenser's 4 small windows one rear porch one outdoor patio one mail pavilion 100 patio lounge chairs 25 patio tables 4 patio trashcans cleaning services 2 times per/week will include cleaning all 4 bathrooms every surface in said bathrooms mirrors, toilets, sinks partition walls and floors. All patio furniture straitened All patio Tables wiped down mail pavilion dusted once a week trashcan liners, toilet paper loose and leaf paper towels will be billed according to usage cleaning supplies included in price clubhouse is 2,214 SF Price reflects 2 visits a/week \$95.00 per visit estimated time on site per visit 1.5 hours	8	\$95.00	\$760.00

Total	\$760.00
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This quote is valid for the next 30 days, after which values may be subject to change.

Oakfield Lakes

Sapphire Breeze,

Parrish, Fl.

Janitorial Service Estimate

Prepared by: Total Community Maintenance, LLC

On: 02/18/2026



Purpose:

This proposal is set to satisfy the janitorial request regarding Oakfield Lakes.

Schedule:

The scheduling of proposed services are estimated at two days per week. Additional days can be added.

Pool Deck/Pavilion:

- a. Arrange pool furniture on pool deck.
- b. Blow off pool deck.
- c. Rinse off (with garden hose located in storage) all tables and chairs.

- d. Wipe away any cob webs found along light fixtures, overhead fans, and corners of walls.
- e. Empty all waste receptacles. Remove garbage liner, insert new.
- f. Clean and polish drinking water fountain.

Restrooms:

- a. Sweep/mop floors. Wipe down and sanitize urinals, toilets, mirrors, faucets and sinks. Men's room (two toilets), Women's room (five toilets).
- b. Maintain supplies at service provider's expense. Toilet paper, hand towels, hand soap.
- c. Empty all trash receptacles/insert new liners.
- d. Polish all chrome fixtures, removing fingerprints.

Common area:

- a. Playground:
 - 1. Police grounds and remove all debris.
 - 2. If any wasp's nests are found, will spray and remove nests.
 - 3. Empty garbage receptacles.
- b. Dog Park(s):
 - 1. It is not yet revealed if and how many dog stations will be on-site. When and if they are we will service them weekly by emptying the contents of each station, providing new liners, and purchasing and maintaining hand-held waste bags. When that time comes the fee to service each station will be charged at \$6.00 per station.
- c. Mailbox area:
 - 1. Blow off landing.

2. Wipe down all cob webs (within reach).
3. Empty trash receptacle.

Maintenance (light):

We are able to include light maintenance in the agreement at no additional charge. Such maintenance will be considered as light and able to be conducted within a timely manner. Those tasks include, but are no limited to:

- a. Vendor will/can monitor and change light bulbs within the pool facilities and restrooms.
- b. Hang signage as needed (example pool rules signs).
- c. Change flappers, flush valve in toilets.
- d. Change hinge on gate, if needed.
- e. Light touch up paint.
- f. Install dog stations.

Fees:

- a. Labor cost, fuel and insurance (workers comp and GL), \$127 per service which at two services per week is \$254 per week.
- b. Ata 52 weeks this equates to \$13,208.00 annually.
- c. All invoices will be submitted on the 1st of each month in the prorated amount of \$1,101.00
- d. This flat rate also includes all cleaning supplies, toiletries, and dog station bags and liners.

References: Our company, Total Community Maintenance has been in business for over 5 years and currently serve contracts with over 80 clients. All clients range in size where the demands and responsibilities vary. For reference, we have provided a list of references in which the board can freely inquire of our reputation and services:

1. **Folio Management group (formerly The Home River Group).**

- a. Linda White LCAM
- b. Patrick Dooley LCAM
- c. Wayne Faison LCAM
- d. Traci Pfenning LCAM

2. **Wise Property Management.**

- a. Camilo Clark LCAM
- b. Cody Glass LCAM
- c. Douglas Lee Vice President

3. **Rizzetta and Company.**

- a. Stephanie Deluna LCAM
- b. Rachael Welborn LCAM

4. **Greenacre Properties.**

- a. Cindy Riner LCAM
- b. Ade Sola, On site manager

5. **WestCoast Management:**

- a. Denise Helbig, president.

At Total Community Maintenance, LLC we thank you for the opportunity to submit our bid. We commit to provide all proposed services in accordance of to the directives of this proposal, and look forward to becoming a valued member within your community.

Approved by: _____

Date: _____

Signed by: _____ *Sam Ogden* _____

Date: _____ 02/18/2026 _____



[1info@AquaSentryTampa.com](mailto:info@AquaSentryTampa.com) (813) 943-2755 AquaSentryTampa.com
13194 US Hwy 301 S Suite 154 - Riverview, FL 33578

BUCKHEAD TRAILS CDD- SWIMMING POOL MAINTENANCE AND CHEMICAL SERVICES

Rolla,

Thanks for reaching out for a bid for service for Buckhead Trails CDD. As you know I stopped by on Wednesday to look at the new 167,000 pool and met the construction superintendent while there. He asked if we do start up procedures on new pools, which we do, and also stated he thought the pool would be completed in mid-March. Currently, according to our conversation on Friday you are requesting 3 days a week service. Rolla, as you know Aqua Sentry has been in business for over 9 years and specializes in commercial and residential pools in the Tampa, Brandon, Ruskin, Thonotosassa, and Apollo Beach areas and currently we are expanding into the Parrish area. In fact, we currently service many properties near Buckhead Trails CDD such as Parrish Plantation, Little Manatee, Suntowers, Spenser Glen, Little Harbor POA, Antigua Cove, and Spenser Glen, which are all long-time customers in your area. My team of 8 pool techs and two CPC repair people are all CPO certified. We also carry the correct commercial limits on Liability, Auto, and Workers comp insurance. We also have our CPC license which means we can help with any repairs if needed if not under warranty with everything being new at your location. One of the things that Aqua Sentry prides themselves on is that we are always available by phone, text, or email for any questions or emergencies. Our response time for mechanical issues or Health Dept inspections is immediate with us realizing your pool needs to always be open to your residents! We also use the Skimmer app which sends a detailed, time-stamped service report after every visit, which our property managers and residential customers love as it keeps everyone informed about the pool.

Description of Services

Aqua Sentry will provide maintenance, cleaning and chemical service for the above pool, and associated equipment (Pumps, DE Filtration system, Stenner pumps, auto fill, etc.). The services shall consist of all labor and chemical supplies (Chlorine, Sodium Bicarb, and Muriatic Acid). Algaecide and Phosphate Remover are rarely used but they are a separate charge. Your assigned technician will maintain the pool and ensure water quality continues to meet or exceed all the appropriate Federal and State standards and guidelines, and in accordance with Florida Administrative Code (F.A.C.) 64-E9.008 Operational Requirements

Your assigned technician will create a site binder containing standard operating procedures (SOPs), CPO certificates, chemical logs, checklists, contact information etc and they will be maintained in the equipment enclosure. Your technician shall maintain documentation of:

- a. Tile Maintenance - spot cleaning and scrubbing.
- b. Vacuuming of Pool and pool filtration system cleaning
- c. Chemical usage
- d. Flow meter readings.
- e. Preventive Maintenance Inspections of the pool
- f. Water chemical levels and actions taken if levels out of range.



The technician shall conduct preventive maintenance/inspections (PMI) to sustain the water quality of the pool while limiting service interruptions. Areas of emphasis include all pools, filtration systems, pump room cleanliness and the immediate area surrounding the pools. During service visits, the technician will:

- a. Perform water chemical analysis and adjust chemicals as required.
- b. Vacuum and brush to remove any debris as required to eliminate dirt, scum, scale, calcium, algae, and any other harmful deposits from the water including seating area, steps, walls, and surface of pool.
- c. Clean tile at water line as required.
- d. Empty pump and skimmer baskets and or clean gutter system.
- e. Monitor chemical feeding systems and test water to confirm proper disinfectant levels.
- f. Inspect equipment for leaks, clogs, and other malfunctions.
- g. Provide on-going communication and documentation with site management regarding condition of pools.
- h. Records/logs: Your technician shall maintain daily service and testing log of appropriate sampling and analysis to ensure compliance with all regulatory requirements.

Chemicals: Aqua Sentry will be responsible for, supply and proper storage of all chemicals required for maintaining the pool's water quality. The technician shall comply with all Federal, State, local, industry safety, health standards, regulations and facility guidelines regarding handling and transportation of chemicals.

Assumptions and Limitations:

- Professional individuals will complete all work duly licensed to perform the work.
- All Aqua Sentry technicians who service public pools are CPO certified per Florida Administrative Code 64E-9.018. <https://www.flrules.org/gateway/ruleno.asp?id=64E-9.018>
- Aqua Sentry is duly licensed in Hillsborough County Florida to perform all quoted work Folio #266768
- Aqua Sentry shall not be liable for any delay in completing services due to circumstances beyond its control.
- Either party may cancel this agreement with 30 days' notice (email, or letter).

Pricing and Billing:

- All pool cleaning and maintenance service prices include chemicals and labor. The only exceptions being the cost of phosphate remover or algaecide which are rarely used but are an additional expense.
- For 3x a week service the price would be \$3795.00 per month. If a start-up is needed for the new pool that would be \$2500 but we can talk about this as we get closer to that. We follow the NPC guidelines for pool start-ups and do this on a regular basis.
- We bill on the 1st of each month, and all payments are due by the end of the month. Payments more than 15 days after bill due date will be assessed a late fee of 10% of total bill. If the account becomes 3 months past due the past due amount will be turned over to the collection company and the account will be responsible for all collection costs up to and including legal expenses and lien costs.
- Fecal Incident Response (FIR), Equipment replacement, and other repairs will be done as time and material projects at our current service rate of \$175.00 per hour. Any such projects would be submitted with estimates for approval before commencing with any work.

Approval and Acceptance:

If the terms and conditions of this proposal are acceptable, please sign, date and return a copy to us.



Agreed and Accepted

By: _____ Title: _____

Date: _____

Aqua Sentry, Inc. Authorized Representative

_____ Date: _____

Bob Mock;/.



Commercial Pool Maintenance Services Contract

Customer Information

Oakfield Lakes HOA
10420 Sapphire Breeze Cove
Parrish, FL 34219

Point of Contact

Rollamay Turkoane
Community Association Manager
P: 656-223-9951
E: rollamay.turkoane@inframark.com

Purpose

The purpose of this contract is for Splash Pros to describe pool maintenance services and agreeable payment terms.

Rate and Frequency of Service

Rate: \$1850 per month

Our service includes 3 visits per week

Please Note: Splash Pros will try its best to render services on the same day each week, however, there may be certain circumstances in which services are performed on a different day. Will will do our best to notify you of any changes.

Services to be Performed

- Test & Balance Water Chemistry
- Empty Skimmer and Pump Baskets
- Net Surface
- Brush Walls, Steps and Deep Clean Tiles and "scum" areas
- Vacuum
- Clean Filters
- Inspect Equipment and Report Any Issues/Concerns
- Email you a picture of the pools after each clean

Customer's Responsibility

- Approve Repairs (as needed)
- Report any Issues/Concerns

Additional Charges/Emergency Visits

Any work performed outside of the scope indicated above is subject to additional charges. Splash Pros will ensure your pools are in clean and safe condition, however, additional chemical treatments and/or services outside of normal cleaning may be needed due to, but not limited to:

- Hurricane Clean-up - *starting at \$250*
- Severe Algae Problems - *starting at \$200*
- Excessive Debris Removal - *starting at \$100*

Emergency Visits may also be required for any accidents in the pool (fecal), a pool float or toy breaks apart and causes a mess, or any act of vandalism. Emergency Visits are \$150 per visit.

Holidays/Vacation

To provide an enjoyable working environment, Splash Pros will recognize several holidays through the year whereby business operations will be closed. During these holidays, Splash Pros will make every effort to work ahead and ensure chemicals are plentiful and aquatic conditions are excellent.

Term, Extension, and Termination

This contract shall be effective April 1st, 2026 through March 31st, 2027, unless terminated by either party prior. Either party has the right to terminate this contract without cause and in its sole and absolute discretion with the provision of sixty (60) days written notice. This contract will automatically renew upon these agreed terms every year for an additional twelve (12) months. Any changes, including rate, frequency of service and payment terms, shall be in writing and agreed upon for the extension year no later than thirty (30) days prior to the expiration date of this contract.

Invoicing and Payment Terms

- You will be invoiced on the first day of every month services are scheduled to be performed.
- Payment by check is due by the 15th of the month and can be remitted to:

Splash Pros
4802 Lena Road
Unit 106
Bradenton, FL 34211

- Late payments will accrue a late fee of \$50
- Payment remitted by Credit/Debit Card will acquire a 3% processing fee

Oakfield Lakes

Signature and Title: _____ Date: _____

Splash Pros

Signature and Title: _____ Date: _____

RESOLUTION 2026-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT ADOPTING RECREATIONAL FACILITIES POLICIES AND FEE SCHEDULE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District owns, maintains, and operates recreational facilities;

WHEREAS, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(15) and 190.035, Florida Statutes, to establish policies and adopt rate and fee schedules for its recreational facilities;

WHEREAS, after hearing and considering public comment, the Board has determined that the proposed rental policies and fee schedule should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Adoption.** The Board hereby adopts the Recreational Facilities Policies and Regulations, as finalized in the form attached hereto as **Exhibit A**, which includes a fee schedule for the Pool Patio rental.
2. **Conflicts.** All District resolutions or parts thereof or other adopted policies in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
3. **Severability.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
4. **Effective Date.** This Resolution shall become effective upon adoption.

Passed and adopted on March 25, 2026.

Attest:

**Buckhead Trails
Community Development District**

Name: _____
Title: Secretary/ Assistant Secretary

Name: Carlos de la Ossa
Title: Chair of the Board of Supervisors

Exhibit A: Recreational Facilities Policies and Regulations

Exhibit A

Recreational Facilities Policies and Regulations

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

Recreational Facilities Policies and Regulations

The Buckhead Trails Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated entirely in Manatee County, Florida with a mailing address of 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (hereinafter the “**District**”), owns and maintains various Recreational Facilities throughout its boundaries located at 10413 Sapphire Breeze Cv, Parrish, Florida 34219.

The Recreational Facilities include, but are not limited to, a Playground, Pool, Pool Patio, and various common areas. In order to provide for efficient and effective District operations, and for the safety and security of the District, its residents, and its members, the District wishes to put the following Policies and Regulations in place.

The Pool Patio is available for rental by residents and non-residents. Further information regarding the Reservation Policies and Usage Agreements for said Pool Patio is available on the attached Pool Patio Reservation Policies and Usage Agreement attached hereto as **Exhibit A**.

General

The District has adopted these Policies and Regulations for the safety and security of the District, its residents, and its members. Members are defined as any non-resident that has paid the non-resident annual user fee established by the Board for use of the Recreational Facilities. The Board of Supervisors may modify these Policies and Regulations from time to time as needed.

Violations of the Policies and Regulations are subject to verbal warnings, written warnings, suspension of usage rights, and further actions taken as outlined in these Policies and Regulations and as deemed appropriate by the Board of Supervisors and its duly authorized representative.

PLEASE NOTE: violations of these Policies will not only be immediate grounds for Forfeiture of Key Fob Access; but, will also subject the Resident/Member to possible suspension of Recreational Facilities access as deemed appropriate by the District’s Board of Supervisors.

**PARENTAL CONSENT AND WAIVER FORM FOR GUEST AND/OR
MINOR-USE OF RECREATIONAL FACILITIES**

Any guests under the age of 18 that utilize the Recreational Facilities without an adult present MUST have a notarized Parental Consent and Waiver Form (attached hereto as **Exhibit B) on file by the guest’s legal guardian.**

Recreational Facilities and Amenity Center Usage Policies

The Recreational Facilities include, but are not limited to, a Playground, Pool, Pool Patio, and Various Common Areas.

1. _____ All Residents and Members are entitled to utilize the Recreational Facilities if they meet all eligibility requirements.

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

2. _____ **All Residents and/or Members using the Recreational Facilities MUST have their Key Fob with them AT ALL TIMES.**
3. _____ Residents and Members must have, at all times, in their possession, their key fob/access card for identification and to enter and utilize the Recreational Facilities.
4. _____ Residents and Members are encouraged to speak to their physician before engaging in physical exercise. All Residents and Members utilize the Recreational Facilities at their own risk.
5. _____ All persons using the District's Recreational Facilities do so at their own risk.
6. _____ All persons using the Pool do so at their own risk.
7. _____ All persons using the Playground do so at their own risk.
8. _____ All persons using the Pool Patio do so at their own risk.
9. _____ Residents and Members must be properly attired with shirts and shoes to utilize the Recreational Facilities, with the exception of the Pool and Pool Patio, where bathing suits are permitted.
10. _____ Children under the age of eighteen must be accompanied by an adult over the age of 18 at all times unless a Parental Consent and Waiver Form has been submitted to the District.
11. _____ Staff is to be treated in a courteous and considerate manner. No associate shall be reprimanded or harassed in any way by an individual utilizing the Recreational Facilities or other District property.
12. _____ Anyone who verbally threatens the physical well-being of another person, or who engages in behavior which may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others may be reported to the local law enforcement agency.
13. _____ Alcohol is **NOT** permitted on District property, including in and around the Pool and/or Pool Patio. (NO EXCEPTIONS).
14. _____ Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Recreational Facilities, immediately.
15. _____ Glass containers, of any kind, are **NOT** permitted on District property, including in and around the Pool and/or Pool Patio.
16. _____ The Pool area is not supervised by lifeguards.
17. _____ All swimmers must shower before initially entering the Pool.
18. _____ Furniture shall **NOT** be removed from the Recreational Facilities (i.e. Pool, Pool Patio, etc.) at any time.
19. _____ All equipment, furnishings, and property of the District shall be found in the same condition after use of same.
20. _____ It shall be the responsibility of any Resident or Member utilizing the Recreational Facilities to remove food and/or other items brought in.
21. _____ All persons shall obey the Manatee County Noise Ordinance and capacity limits as set by the Fire Marshall.
22. _____ Glitter and Confetti are **NOT** allowed on District property.
23. _____ The Recreational Facilities' and District Staff are not responsible for lost or stolen items. District Staff is not permitted to hold valuables or accept deliveries for Residents or Members.
24. _____ No person may use any Recreational Facility in such a manner as to interfere with the rights, comforts, conveniences, or peaceful enjoyment of the adjoining areas within the District by other residents. Specifically, no person may use the Recreational Facilities in such a manner that creates excessive noise, profanity, or boisterous action.
25. _____ No pets shall be allowed at or within the Pool, and/or Pool Patio any time except for verified service animals as defined by Florida Statutes.

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

26. _____ Florida’s Clean Air Act (FCAA), codified in Chapter 386 of the Florida Statutes, prohibits **smoking and vaping** in most public places.
27. _____ With the exception of firearms, ammunition, and any other item permitted under Chapter 790, Florida Statutes, no other weapons are permitted on District property.
28. _____ Call 911 in the event of an emergency or any safety concerns.
29. _____ PLEASE NOTE: violations of these Policies will not only be immediate grounds for forfeiture of Key Fob access but will also be subject to possible suspension of Recreational Facilities Access as deemed appropriate by the District’s Board of Supervisors.
30. _____ Policies and Regulations are subject to change as deemed necessary after appropriate approval by the Board of Supervisors.

Pool and Pool Patio Specific Usage Policies

In addition to the Policies and Regulations listed above, below are Pool and Pool Patio Specific Usage Policies.

1. _____ In the event of an emergency, or any safety concern, please call 911.
2. _____ Swim at your own risk. The Pool areas are not supervised by lifeguards.
3. _____ Residents and Members under the age of 18 that utilize the Pool or Pool Patio independently MUST have a key fob/access card and a Signed Parental Consent and Waiver Form (Exhibit B) prior to use of the Pool or Pool patio.
4. _____ The Pool and Pool Patio is open from Dawn until Dusk.
5. _____ All swimmers must shower before initially entering the Pool.
6. _____ Flotation devices, such as rafts, rings, or play items, are NOT allowed in the Pool or on the Pool patio.
7. _____ Bicycles, scooters, roller skates, rollerblades, skateboards, etc. are NOT permitted on the Pool Patio.
8. _____ Persons with open cuts, wounds, sores, or blisters may NOT use the Pool.
9. _____ Persons that are ill with diarrhea may NOT use the Pool.
10. _____ Swim diapers are recommended for use by infants/children that are not toilet trained.
11. _____ Animals are not permitted in or around the Pool with the exception of certified service animals.
12. _____ The Pool and Pool Patio may be closed due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
13. _____ Pool and Pool Patio Policies may be changed at the discretion of the District’s Board of Supervisors.
14. _____ All other general Recreational Facilities Policies apply.

CONSEQUENCES FOR VIOLATIONS OF POLICIES AND REGULATIONS

POLICY ENFORCEMENT. Please be aware that District Representatives MUST protect the rights and privileges of rule-abiding Residents and Members, and that inappropriate behavior will NOT be tolerated. All patrons are responsible for compliance with the Policies and Regulations established for the safe operations of all the Recreational Facilities. For severe violations or anyone continuing to violate Facilities Policies and Regulations, individual(s) may be refused access to the Recreational Facilities and associated amenities. The District Staff reserves the right to ask Residents, Members, and/or Guests to leave the Recreational Facilities and may suspend their

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

privileges and/or key fobs. The District Staff retain the full right to contact the local law enforcement agency and have violators trespassed permanently from any District Property.

Depending on the severity of the violation, the individual(s) may be asked to leave the Recreational Facilities until a consequence is determined. If a minor is involved in a violation, a parent or guardian will be contacted, and a written warning may be issued. Documentation of incidents will be kept on file with the District Manager.

Any appeals will need to be made in writing to the District's Board of Supervisors. Appeals will be reviewed at the next regularly scheduled District Board of Supervisors meeting from the date the appeal was received.

CONSEQUENCES. The following Consequences are at the sole discretion of the District Representative on site and are only to be used as a Guideline.

- I. WARNINGS:** The violation will be brought to the attention of the individual(s) involved. If the behavior continues, the violator will be asked to leave the property.

- II. SUSPENSIONS:** All suspensions will be treated on a case-by-case basis. Consequences and decision outcomes will be determined by District Management. While suspended from District Property, access cards / key fobs for Residents and/or Members will be deactivated. Any suspension of privileges from District Property, which resulted from Policy and Regulation violations, may be issued as follows and is automatically sent to the Board of Supervisors for ratification:
 - a. 3 days
 - b. 7 days
 - c. 1 month
 - d. 3-6 months
 - e. Indefinite

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

SIGNATURES

I, the Resident and/or Member, have read, initialed, and understand the (1) Recreational Facilities Policies and Regulations; the (2) Pool and Pool Patio Specific Usage Policies; the (3) Pool Patio Reservation Policies and Usage Agreement; (4) Parental Consent and Waiver Form for Minor-Use of Recreational Facilities; and the (5) Consequences for Violations of Policies and Regulations listed above.

**Buckhead Trails
Community Development District**

District Representative Name: _____

Title: _____

Date of Signature: _____

Member (Resident/Member) (*please circle one*)

Printed Name: _____

Mailing Address: _____

Date of Signature: _____

Email Address: _____

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

EXHIBIT A

**Buckhead Trails
Community Development District**

Pool Patio Reservation Policies and Usage Agreement

**BUCKHEAD TRAILS
COMMUNITY DEVELOPMENT DISTRICT**

Pool Patio Rental Usage Policies

1. _____ All persons using the Pool Patio do so at their own risk.
2. _____ Children under the age of sixteen must be accompanied by an adult over the age of 18 at all times while in the Pool Patio.
3. _____ Alcohol is **NOT** permitted in the Pool Patio – presence of alcohol, whether open or otherwise, will **AUTOMATICALLY FORFEIT THE RENTAL FEE AND THE SECURITY DEPOSIT (NO EXCEPTIONS)**.
4. _____ Glass containers, of any kind, are **NOT** permitted in the Pool Patio.
5. _____ Furniture shall **NOT** be removed from the Pool Patio at any time.
6. _____ All equipment, furnishings, and property of the District shall be found in the same condition after use of the Pool Patio.
7. _____ It shall be the responsibility of any resident renting the Pool Patio to remove food and/or other items brought in during the event.
8. _____ Non-perishable items left in the Pool Patio after use will be kept for a period of “One Week.” Items not claimed by the end of that period will be discarded.
9. _____ All persons renting and utilizing the Pool Patio shall obey the Manatee County Noise Ordinance and capacity limits as set by the Fire Marshall.
10. _____ Glitter and Confetti are **NOT** allowed in Pool Patio.
11. _____ Residents wishing to reserve the Pool Patio shall contact District staff no later than two (2) weeks prior to the date of intended reservation request. District staff will then review a list of policies and procedures for the reserved special event at the Pool Patio with the applicant. Use of the Pool Patio for parties or other group functions will require the execution of an indemnification agreement and a security deposit.
12. _____ Use of the Pool Patio is **STRICTLY** limited to the confines of the Pool Patio. Use of the Pool is **STRICTLY PROHIBITED** and will result in the **FORFEITURE OF THE SECURITY DEPOSIT**.
13. _____ Use of tape, push pins, etc. on the walls and/or ceiling of the Pool Patio is **STRICTLY PROHIBITED**.
14. _____ The Pool Patio, including but not limited to, ALL surfaces, walls, floors, etc. are to be **thoroughly cleaned** upon the completion of the rental event before leaving the Pool Patio. Failure to adequately clean will result in **FORFEITURE OF THE SECURITY DEPOSIT**. The depositor letter of explanation concerning the withholding of any funds shall be forwarded within 10 days.
 - i. **Please Note:** the District will do its best, but will not be obligated to provide, brooms, mops, etc. Renters must provide their own cleaning products and remove them at the conclusion of the event.
15. _____ **ALL CLEANING MUST BE COMPLETED**, and the Pool Patio locked up securely (all windows and doors closed and locked) by the ending time of the reservation; persons in the Pool Patio **AFTER** ending time of the reservation will be considered as **TRESPASSING** and **NOT ONLY** will the **SECURITY DEPOSIT BE AUTOMATICALLY FORFEITED** but the Trespassers will be subject to arrest by patrolling legal entities (Security and/or Hillsborough County Sheriff’s Office).
16. _____ No person may use the Pool Patio in such a manner as to interfere with the rights, comforts, conveniences, or peaceful enjoyment of the adjoining areas within the District by other residents. Specifically, no person may use the Pool Patio in such a manner that creates excessive noise, profanity, or boisterous action.

**BUCKHEAD TRAILS
COMMUNITY DEVELOPMENT DISTRICT**

17. _____ Approval of all events is subject to the discretion of the District Manager and/or the District's Board of Supervisors. The District Manager has, within his/her sole discretion, the authority to reduce or waive rental fees for Community Service functions and events.
18. _____ No pets shall be allowed at any time in the Pool Patio except for service animals as defined by Florida Statutes.
19. _____ All exterior doors and windows must be closed when the air conditioning or heat is on and temperatures reset to original settings.
20. _____ Florida's Clean Air Act (FCAA), codified in Chapter 386 of the Florida Statutes, prohibits **smoking and vaping** in most public places.
21. _____ Call 911 in the event of an emergency or any safety concerns.
22. _____ PLEASE NOTE: violations of these Policies will not only be immediate grounds for Forfeiture of the Security Deposit but will also be subject to possible suspension of Recreational Facility Access as deemed appropriate by the District's Board of Supervisors.

I, the renter, have read, initialed, and understand the Pool Patio Reservation Policies listed above.

**Buckhead Trails
Community Development District**

District Representative Name: _____
Title: _____
Date of Signature: _____

Renter (Resident/Non-Resident) *(please circle one)*

Printed Name: _____
Date of Signature: _____
Email Address: _____

**BUCKHEAD TRAILS
COMMUNITY DEVELOPMENT DISTRICT**

Permission to use Pool Patio, Release of Liability, and Indemnification Agreement

1. The District is the owner of the Pool Patio.
2. The District is a residential development.
3. Upon request, the District, while it is the owner of the Pool Patio, will consider the use of the Pool Patio by groups and other entities for limited purposes.
4. The “Renter,” has applied to the District to use the Pool Patio.
5. The District, by its execution of this Agreement, has approved the use of the Pool Patio, as described herein, subject to all applicable laws, rules, and regulations, and subject to the District’s receipt of a Rental Fee of \$50.00 for rentals up to four (4) hours or Rental Fee of \$100.00 for rentals up to six (6) hours. Every rental will require the receipt of a \$200.00 Security Deposit. All monies must be in the form of U.S. Bank Check. Please make two separate checks, one each for the Rental Fee and the Security Deposit. Checks should be made payable to: Buckhead Trails CDD.
6. The District has consented to the above use by the Renter, its agents, employees, and invitees.
7. In consideration of the District’s permission to the Renter, its agents, employees, and invitees to use the Pool Patio, the Renter, for itself, its agents, employees, and invitees, and any other person or entity claiming by or through them, releases, discharges and acquits the District, its agents or employees, for any and all claims for loss, damage, or injury of any nature whatsoever to person (including but not limited to personal injury and death) or property resulting in any way from, or in any fashion arising from, connected with, or resulting in any way from the use of the Pool Patio in whatever manner the loss, damage, or injury may be cause and whether or not the loss, damage, or injury may be caused, occasioned, or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury, or damage caused solely or partially by the negligence of the District, its agents or employees.
8. As further consideration for the District’s permission to the Renter, its agents, employees, and invitees to use the Pool Patio, the Renter, for itself, its representatives and assigns, agrees to defend, indemnify, and hold harmless the District, its agents or employees, from any and all claims for loss, damage, or injury of any nature whatsoever to person (including, but not limited to, personal injury and death) or property resulting in any way from or in any fashion arising from, connected with or resulting from the use of the Pool Patio in whatever manner the loss, damage, or injury may be caused and whether or not the loss, damage, or injury may be caused, occasioned, or contributed to by the negligence, sole, or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this Agreement to defend, indemnify, and hold harmless applies to any and all claims for loss, injury, or damage caused solely or partially by the negligence of the District, their agents, or employees.
9. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal part, term, or provisions shall be deemed not a part of this Agreement.

Renter’s Printed Name and Signature

Date

District Representative Name and Signature

Date

**BUCKHEAD TRAILS
COMMUNITY DEVELOPMENT DISTRICT**

CHECK PAYMENT FORM

*This form must be completed by **each individual** issuing a check to the Buckhead Trails Community Development District as payment for Pool Patio rentals, keys, or any other products/services. A copy of the check issuer's driver's license and/or valid ID **MUST** be obtained **for each individual occurrence.***

TODAY'S DATE: _____

NAME OF ISSUER: _____

DOB: _____

ADDRESS: _____

HOME PHONE: _____

CELL PHONE: _____

DRIVER LICENSE NUMBER: _____

Please attach a copy of Driver's license.

PLACE OF EMPLOYMENT: _____

WORK PHONE: _____

AMOUNT OF CHECK: _____

REASON FOR CHECK: _____

Non-Sufficient Funds (NSF) Policy:

In the event that a check is sent back to the Buckhead Trails Community Development District (the "District") for non-sufficient funds, the check writer must make payment within 30 days of receipt of a demand letter. Payment may be made by cashier's check, money order or cash at a cost of \$25.00 in addition to the original check amount.

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

EXHIBIT B

**Buckhead Trails
Community Development District**

Parental Consent and Waiver Form for Minor-Use of Recreational Facilities

**BUCKHEAD TRAILS
COMMUNITY DEVELOPMENT DISTRICT**

Parental Consent and Waiver Form for Guest and/or Minor-Use of Recreational Facilities

In addition to agreeing to abide by all Community Standards, Guidelines, Policies and Usage Regulations while utilizing the District's Recreational Facilities I, _____, hereby agree on behalf of myself, and _____ (child/minor) to the following:

Disclaimer and Use of Recreational Facilities at Your Own Risk

PROPERTY OWNERS, RESIDENTS, NON-RESIDENTS, MEMBERS, RENTERS, AND/OR GUESTS USING THE RECREATIONAL FACILITIES DO SO AT THEIR OWN RISK. The safety of our Property Owners, Residents, Non-Resident Users, Members, Renters, and/or Guests of our community is a primary concern. All persons using the Facilities do so at their own risk and agree to abide by the Policies and Regulations for use of the Facilities. The Buckhead Trails Community Development District assumes no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of, property arising from the use of the Facilities or from the acts, omissions, or negligence of other persons using the Facilities. The District assumes no liability for any theft, vandalism, and/ or damage that might occur to personal property. Residents and Members are responsible for their actions and those of their Guests.

THE DISTRICT DOES NOT PROVIDE ON-SITE STAFF DEDICATED FOR THE PURPOSE OF MONITORING THE USE OF THE RECREATIONAL FACILITIES OR SAFETY OF THE RESIDENTS, MEMBERS, OR THEIR GUESTS. PRIOR TO USING THE COMMUNITY RECREATIONAL FACILITIES, PROPERTY OWNERS, RESIDENTS, NON-RESIDENT USERS, MEMBERS, RENTERS, AND/OR GUESTS ACKNOWLEDGE AND UNDERSTAND THE INHERENT RISKS INVOLVED IN USING THE FACILITIES OR PARTICIPATING IN ACTIVITIES AND VOLUNTARILY AGREE TO ASSUME RESPONSIBILITY FOR THESE RISKS AND THEIR OWN SAFETY.

Persons interested in using the Recreational Facilities are encouraged to consult with a physician prior to engaging in physical exercise, swimming, aerobics, weightlifting, sports, and/or cardiovascular exercise.

**NOTICE TO THE MINOR CHILD'S
NATURAL LEGAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY

**BUCKHEAD TRAILS
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PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE, IF YOU DO NOT SIGN THIS FORM.

I further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, losses, liabilities, costs, or expenses arising out of or in any way connected with my child/minor's use of the community amenities or participation in activities at the amenities.

I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect. Property Owners, Residents, Non-Resident Users, Renters and Guests hereby acknowledge a non-waiver of the District's limitation of liability contained in Fla. Stat. 768.28.

Property Owners, Residents, Non-Resident Users, Members, Renters, and/or Guests further acknowledge that they will comply with all Federal, State, County, and Municipal statutes, including Fla. Stat. 877.22.

By signing this, Parental Consent and Waiver Form, I acknowledge having read and agreed to the above release, waiver, and indemnity.

Name of Minor: _____

Name of Parent/Guardian: _____

Address of Parent/Guardian: _____

Relation to Minor: _____

Signature of Parent/Guardian: _____ Date: _____

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT ADOPTING UNIFORM RULES OF PROCEDURE, IN KEEPING WITH CHAPTER 120.54(5), FLORIDA STATUTES.

WHEREAS, the Buckhead Trails Community Development District (hereinafter the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Manatee County, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the “**Board**”) is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders pursuant to Chapter 120, Florida Statutes; and

WHEREAS, in accordance with Section 120.54(5), Florida Statutes, the District must comply with the adoption of Uniform Rules of Procedure as established by the Florida Administration Commission; and

WHEREAS, the District set March 25, 2026, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 120.54, Florida Statutes; and

WHEREAS, the District has complied with the rule making process as outlined in Section 120.54, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT:

Section 1: The Board hereby adopts the Rules of Procedure as attached hereto as **Exhibit “A”**.

Section 2: This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED ON MARCH 25, 2026.

ATTEST:

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT

Name: _____
Secretary/Assistant Secretary

Carlos de la Ossa
Chair of the Board of Supervisors

RULES OF PROCEDURE

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT

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RULES OF PROCEDURE
BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT

1.0 General.

- (1) Buckhead Trails Community Development District (“**District**”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction.
- (2) The purpose of these Rules of Procedure (“**Rules**”) is to describe the general operations of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes.
- (3) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the Board of Supervisors of the District (the “**Board**”). After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 190.011(5), 120.53, Fla. Stat.

1.1 Board of Supervisors: Officers and Voting.

- (1) Board of Supervisors. The Board shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States of America. Board members elected or appointed by the Board to qualified elector seats must also be residents of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located. The Board shall exercise the powers granted to the District.
 - (a) Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).

- (b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited or abstains from participating in discussion or voting on a particular item. A Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present, so long as a physical quorum is met. If three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law.
- (2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chair, Vice-Chair, Secretary, Assistant Secretary, and Treasurer.
- (a) The Chair must be a member of the Board. If the Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Chair, after filling the vacancy. The Chair serves at the pleasure of the Board. The Chair or Vice-Chair shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chair or Vice-Chair shall be authorized to execute agreements, resolutions, and other documents approved by the Board at a Board meeting. The Chair shall convene and conduct all meetings of the Board. In the event the Chair is unable to attend a meeting, the Vice-Chair shall convene and conduct the meeting. The Chair or Vice-Chair may request the District Manager or other district staff to convene and conduct any meeting of the Board.
 - (b) The Vice-Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chair resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chair, after filling the Board vacancy. The Vice-Chair serves at the pleasure of the Board.
 - (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.
 - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.

- (e) In the event that both the Chair and Vice-Chair are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chair and Vice-Chair are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings of the Buckhead Trails Community Development District”, in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Records of Proceedings shall be located at the District Office and shall be available for inspection by the public.
- (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the local governing authority. All meetings of the Board and all committee meetings shall be open to the public in accordance with the provisions of Chapter 286, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by the Florida Constitution and Chapters 112 and 190, Florida Statutes, as amended from time to time.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to the Board’s discussion on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. The Board’s Secretary shall prepare a memorandum of voting conflict (Form 8B) which shall then be signed by the Board member, filed with the Board’s Secretary, and attached to the minutes of the meeting within fifteen (15) days of the meeting.
 - (b) If a Board member inadvertently votes on a matter and later learns they have a conflict on the matter, the member shall immediately notify the Board’s Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate memorandum of voting conflict, which will be attached to the minutes of the Board meeting during which the vote

on the matter occurred. The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum.

Specific Authority: s.s. 190.001, 190.011(5), Fla. Stat.

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

1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Records of Proceedings”, may be copied or inspected at the District Office during regular business hours. All written public records requests shall be directed to the District’s records custodian. The District’s records custodian shall be responsible for retaining the District’s records in accordance with applicable Florida law. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.
- (3) Coordination of Necessary Financial Disclosures. Unless specifically designated by Board resolution or otherwise, the District’s records custodian shall serve as the Financial Disclosure Coordinator (“Coordinator”) for the District as required by the Florida Commission on Ethics (the “COE”).

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 112.31446(3), 112.3145(8)(a)1., 190.006, 119.07, 119.0701, 120.53, Fla. Stat.

1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice shall be given as required by Florida Law and will include, as applicable:

- (a) The date, time and place of the meeting, hearing, or workshop;
 - (b) A brief description of the nature, subjects and purposes of the meeting, hearing, or workshop;
 - (c) The District Office address for the submission of requests for copies of the agenda;
 - (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, hearing, or workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, or workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 711 who can aid you in contacting the District Office.
 - (e) A person who decides to appeal any decision made at the meeting, hearing, or workshop with respect to any matter considered at the meeting, hearing, or workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
 - (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Agenda. The District Manager, under the guidance of the Chair or Vice-Chair if the Chair is unavailable, shall prepare an agenda of the meeting, hearing, or workshop. The agenda shall be available to the public at least seven (7) days before the meeting, hearing, or workshop except in an emergency. The agenda shall be posted on the District’s official website and shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. The agenda may be changed before or at the meeting, hearing, or workshop by a vote of the Board.
- (a) The District may, but is not required, to use the following format in preparing its agenda for its regular meetings:
 - Call to order
 - Roll call
 - Audience Questions and Comments on Agenda Items
 - Review of minutes
 - Specific items of old business
 - Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager

Supervisor's requests and comments

Audience Questions and Comments

Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (5) Emergency Meetings. The Chair, or Vice-Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2), (4), and (6) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for publishing a notice on the District's official website. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Persons wishing to address the Board should notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. Each person wishing to address the Board will be given a reasonable amount of time for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida Statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.
- (9) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chair, can make or second a motion.

Specific Authority: s.s. 189.015, 190.005, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.

2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules as required by Florida Law before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed rule.
 - (b) All rules shall be drafted in accord with Chapter 120, Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or

made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice; and a statement as to whether, based on the statement of the estimated regulatory costs or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3). The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice must include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

- (b) The notice shall be published as required by Florida Law not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Board must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be

sent to the Administrative Procedure Committee, and notice may be given as required by Florida law.

- (6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing as required by Florida law either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall publish a notice on the District's official website. Notice of emergency rules shall be published as soon as possible as required by Florida Law. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- (10) Variations and Waivers. Variations and waivers from these Rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.

- (11) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be adopted pursuant to Section 190.035, Florida Statutes. For the adoption of rates, fees, rentals or other charges, the Board must hold a public hearing and publish a notice of public hearing one time, at least ten (10) days prior to the public hearing date, in a newspaper of general circulation in the District.

Specific Authority: s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

Law Implemented: s.s. 120.54, 190.035(2), Fla. Stat.

3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chair shall designate any member of the Board (including the Chair), District Manager, District Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
 2. Rule upon offers of proof and receive relevant evidence;
 3. Regulate the course of the hearing, including any prehearing matters;
 4. Enter orders;
 5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.
- (b) The District shall issue a final order within forty-five (45) days:
1. After the hearing is concluded, if conducted by the Board;

2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
 3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.011(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida statutes. Prior to exercising the power of eminent domain, the District shall:
- (a) Adopt a resolution identifying the property to be taken;
 - (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

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

Law Implemented: s.s. 190.011(11), Fla. Stat.

4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.
- (2) No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (3) Definitions.
 - (a) “Continuing contract” is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District or for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
 - (b) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. This term applies only to those individuals and firms rendering services as independent contractors. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services

(as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms. Contractual services also do not include any contract for the furnishing of labor or materials for the construction, repair, renovation, demolition, or modification of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property, as those services shall be governed by Rule 4.2.

- (c) “Emergency purchases” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive solicitation would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.
- (d) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.
- (e) “Invitation to Bid” is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
- (f) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (g) “Most Advantageous bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the most advantageous bid or proposal to the District. Minor variations in the bid may be waived by the Board.

Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

- (h) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by an architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (i) “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (j) “Purchase” means acquisition by sale, rent, lease, purchase, or installment sale. It does not include transfer, sale or exchange of goods, supplies or materials between the District and any federal, state, regional or local government entity or political subdivision of the state.
- (k) “Request for Proposal” is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria as necessary.
- (l) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
- (2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
 - (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
 - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
 - (e) The Most Advantageous Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high, or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
 - (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
 - (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.

- (h) If the District does not receive a response to its competitive solicitation, the District may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the District.
- (i) The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.2 Contracts for Construction of Authorized Project.

- (1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure.
 - (a) Notice of Invitation to Bid, Request for Proposal, or request for qualifications shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
 - (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid, Requests for Proposals, or request for qualifications. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (c) To be eligible to submit a bid, statement of qualifications, or proposal, a firm or individual must, at the time of receipt of its bid proposal:
 - 1. Hold all required applicable state professional licenses in good standing.

2. Hold all required applicable federal licenses in good standing, if applicable.
3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids, statements of qualifications, or proposals shall be opened at the time, date and place noted on the Invitation to Bid, Request for Proposals, or request for qualifications. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the most advantageous bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the most advantageous bidder, the District Representative may consider, in addition to the factors described in the invitation or request, the following:
 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.

8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid/Proposal/statement of qualifications shall be accepted; however, the Board shall have the right to reject all submissions, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure.

- (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
- (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
 - 1. Hold the required applicable state and professional licenses in good standing.
 - 2. Hold all required applicable federal licenses in good standing, if any.
 - 3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
 - 4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the Most Advantageous Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the Most Advantageous Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
 - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.

2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.
 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids or proposals, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected.
- (h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.
- (i) Emergency Purchases. In the event that an emergency purchase is necessary, the Board shall not be obligated to use the above procedure and may make an emergency purchase of maintenance services without complying with these Rules.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of Invitation to Bid may be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, if any, to the District Officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.
 - (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by email or United States

Mail, or by hand delivery service, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 112.08, Fla. Stat.

4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
 - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.
 - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever

steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.

- (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
- (g) The Most Advantageous Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.
- (3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery, and by posting same in the District Office and on the website for seven (7) days.
- (4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.
- (6) Emergency Purchase. The District may make an emergency purchase of contractual services without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033(3), Fla. Stat.

4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

- (1) Qualifying Procedures. In order to be eligible to submit a bid or proposal, a firm must, at the time of receipt of the bid or proposal:
 - (a) Hold all required applicable state professional licenses in good standing.
 - (b) Hold all required applicable federal licenses in good standing, if any.
 - (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
 - (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when professional services are required for a project by publishing a notice providing a general description of the project and method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such persons who provide their name and address to the District Manager for inclusion on the list, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(3) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualification on file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:

1. The ability and adequacy of the professional personnel employed by each firm.
2. Each firm's past performance for the District in other professional employment settings.
3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

(b) If the selection process is administered by a person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(4) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be

required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”

- (c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
 - (d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office and on the website for seven (7) days.
- (5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- (6) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

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

5.0 Bid Protests.

Purpose and Scope. In order to comply with Sections 190.033(1) through (3), Florida Statutes, the following procedures and rules are outlined for the protest of any bids or contracts awarded.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.1 Bid Protests Under the Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office and on the website for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.3 of the Rules of Buckhead Trails Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within ten (10) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within ten (10) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets

forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.

- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.
- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57(3), 190.011(5) Fla. Stat.

Law Implemented: s.s. 120.57(3), 190.033, Fla. Stat.

5.2 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.2.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day). The notice shall include the following statement: "Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District's decision to award a contract shall constitute a waiver of any objection to the award of such contract."
- (2) Filing.
 - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District's decision, and shall file a formal written protest with the District within ten (10) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District's decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within ten (10) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.

- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.

- (4) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copies being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

- (5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.3 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.3.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office and on the website for seven (7) calendar days.
- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within ten (10) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design-build contract, the District shall use the following procedure:
 - (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055, Florida Statutes when developing a design criteria package, evaluating the responses or bids submitted by

design-build firms, and determining compliance of the project construction with the design criteria package. The design criteria professional may be an employee of the District or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.

- (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability and past work of the firms, including the partners and members thereof.
- (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals which may include, but not be limited to, based on price, technical, and design aspects of the project, weighted for the project.
- (d) After the design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
 - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. For sealed proposals, the notice shall allow for at least twenty-one (21) days, unless the Board, for good cause, determines a shorter period of time is appropriate. Any design-build project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
 - 2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
 - 3. In order to be eligible to submit a proposal a firm must, at the time of receipt of the proposals:

- (a) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;
- (b) Hold all required applicable federal licenses in good standing, if any;
- (c) Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
- (d) Meet any special prequalification requirements set forth in the design criteria package.

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

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal. If less than three (3) proposals which meet the design criteria are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals meeting the design criteria are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
- (f) The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the Board determines to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 - (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.
- (2) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, 255.20, Fla. Stat.

7.0 District Auditor Selection Procedures.

- (1) Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under Section 218.391, Florida Statutes.

Specific Authority: s. 190.011(5), Fla. Stat.

Law Implemented: s. 218.391, Fla. Stat.

8.0 Effective Date.

These Rules shall be effective March 25, 2026.

**MINUTES OF MEETING
BUCKHEAD TRAILS I
COMMUNITY DEVELOPMENT DISTRICT**

1 The regular meeting of the Board of Supervisors of Buckhead Trails I Community
2 Development District was held on Wednesday, February 25, 2026, at 1:00 p.m., at the Eves Bend
3 Clubhouse located at 4725 Los Robles Court, Palmetto, Florida 34221.

4
5 Present and constituting a quorum were:

6			
7	Carlos de la Ossa	Chairperson	
8	Nicholas Dister	Vice Chairperson	(via phone)
9	Alberto Viera	Assistant Secretary	
10	Ryan Motko	Assistant Secretary	
11	Austin Berns	Assistant Secretary	(via phone)

12
13 Also present were:

14			
15	Jayna Cooper	District Manager	(via phone)
16	Rollamay Turkoane	District Manager	
17	Brooke Chapman	District Manager	(via phone)
18	Brian Lamb	VP Developer Services	(via phone)
19	John Vericker	District Counsel	(via phone)
20	Arturo Gandarilla	Field Manager	

21
22 *This is not a certified or verbatim transcript but rather represents the context and*
23 *summary of the meeting. The full meeting is available in audio format upon request. Contact*
24 *the District Office for any related costs for an audio copy.*

25
26 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

27 Ms. Turkoane called the meeting to order, and a quorum was established.

28
29 **SECOND ORDER OF BUSINESS**

Public Comments

30 There being no members of the public present, the next order of business followed.

31
32 **THIRD ORDER OF BUSINESS**

Business Items

33 There being none, the next order of business followed.

34
35 **FOURTH ORDER OF BUSINESS**

Consent Agenda

36 **A. Approval of Meeting Minutes for January 28, 2026**

37 **B. Consideration of Operation and Maintenance Expenditures for January 2026**

38 **C. Acceptance of the Financials and Approval of the Check Register for January**
39 **2026**

40
41

On MOTION by Mr. de la Ossa seconded by Mr. Viera, with all in favor, 42 the Consent Agenda, was approved. 5-0

43

44 **FIFTH ORDER OF BUSINESS** **Staff Reports**

45 **A. District Counsel**

46 **B. District Engineer**

47 **C. District Manager**

48 There being no reports, the next item followed.

49 **i. Community Inspections Report**

50 The Community Inspections Report was presented, a copy of which was included
51 in the agenda package. Mr. Gandarilla discussed/provided updates on pending/completed items.

52
53 **SIXTH ORDER OF BUSINESS** **Board of Supervisors' Requests and**
54 **Comments**

55 There being none, the next order of business followed.
56

57 **SEVENTH ORDER OF BUSINESS** **Adjournment**

58 There being no further business,
59

60 On MOTION by Mr. de la Ossa seconded by Mr. Motko, with all in
61 favor, the meeting was adjourned at 1:03 p.m. 5-0

62
63
64
65

66 _____
Jayna Cooper/Rollamay Turkoane
67 District Manager

Carlos de la Ossa
Chairperson

BUCKHEAD TRAILS CDD
Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Vendor Total	Comments/Description
Monthly Contract						
BUSINESS OBSERVER	2/13/2026	26-00236M	\$72.19			LEGAL ADVERTISING
BUSINESS OBSERVER	2/13/2026	26-00235M	\$107.19			LEGAL ADVERTISING
BUSINESS OBSERVER	2/20/2026	26-00255M	\$150.94		\$330.32	LEGAL ADVERTISING
DOWN TO EARTH	2/1/2026	165862	\$15,946.18			LANDSCAPE MAINTENANCE
DOWN TO EARTH	2/11/2026	167081	\$16.00			IRRIGATION REPAIRS
DOWN TO EARTH	2/11/2026	167080	\$2,445.67		\$18,407.85	ANNUALS INSTALL
INFRAMARK LLC	2/17/2026	171433	\$7.98			POSTAGE
SITEX AQUATICS, LLC	2/1/2026	10754-B	\$2,055.00			AQUATIC MAINTENANCE
Monthly Contract Subtotal			\$20,801.15			
Variable Contract						
ALBERTO VIERA - REIMB	2/4/2026	AV REIMB	\$67.64			REIMBURSEMENT
Variable Contract Subtotal			\$67.64			
Utilities						
FPL	2/13/2026	021326-56533	\$124.33			ELECTRIC
PEACE RIVER ELECTRIC	2/5/2026	213648008 020526	\$215.01			SERVICE 01/01/26 - 01/31/26
PEACE RIVER ELECTRIC	2/5/2026	213648002 020526	\$158.74			SERVICE 01/01/26 - 01/31/26
PEACE RIVER ELECTRIC	2/5/2026	213648001 020526	\$114.17			SERVICE 01/01/26 - 01/31/26
PEACE RIVER ELECTRIC	2/5/2026	213648003 020526	\$107.11			SERVICE 01/01/26 - 01/31/26
PEACE RIVER ELECTRIC	2/5/2026	213648004 020526	\$109.54			SERVICE 01/01/26 - 01/31/26
PEACE RIVER ELECTRIC	2/5/2026	213648007 020526	\$75.92			SERVICE 01/01/26 - 01/31/26
PEACE RIVER ELECTRIC	2/5/2026	213648005 020526	\$52.89			SERVICE 01/01/26 - 01/31/26
PEACE RIVER ELECTRIC	2/5/2026	213648006 020526	\$92.27		\$925.65	ELECTRIC
TAMPA ELECTRIC	2/16/2026	5000046784	\$1,100.00			Electric - Streetlight Agreement
TAMPA ELECTRIC	2/16/2026	5000046783	\$10,094.00		\$11,194.00	Electric - Streetlight Agreement

BUCKHEAD TRAILS CDD						
Summary of Operations and Maintenance Invoices						

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Vendor Total	Comments/Description
Utilities Subtotal			\$12,243.98			
Regular Services						
ALBERTO VIERA	2/25/2026	AV-022526	\$200.00			BOARD 02/25/26
AUSTIN BERNS	2/25/2026	AB-022526	\$200.00			BOARD 02/25/26
BAYHEAD ECOLOGICAL SOLUTIONS, LLC	3/1/2026	2690	\$2,890.00			SERVICE MAINTENANCE
CARLOS DE LA OSSA	2/25/2026	CO-022526	\$200.00			BOARD 02/25/26
DOWN TO EARTH	1/30/2026	166485	\$3,398.50			ANNUALS INSTALL
DOWN TO EARTH	1/30/2026	166486	\$3,763.00		\$7,161.50	MULCH
NICHOLAS J. DISTER	2/25/2026	ND-022526	\$200.00			BOARD 02/25/26
PACSON GEOENVIRONMENTAL, INC.	2/14/2026	2539	\$1,000.00			METER READING
RYAN MOTKO	2/25/2026	RM-022526	\$200.00			BOARD 02/25/26
Regular Services Subtotal			\$12,051.50			
TOTAL						
			\$45,164.27			

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 26-00236M

Date 02/13/2026

Attn:
Buckhead Trails CDD Inframark
2005 PAN AM CIRCLE STE 300
TAMPA FL 33607

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description	Amount
Serial # 26-00236M Notice of Rule Development RE: Buckhead Trails CDD Published: 2/13/2026	\$72.19

Important Message	Paid
Please include our Serial # on your check Pay by credit card online: https://legals.businessobserverfl.com/send-payment/	()
	Total \$72.19

Payment is due within 30 days of the 1st publication date of your notice. if payment is not made, affidavits may be held

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

NOTICE OF RULE DEVELOPMENT BY THE BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, Florida Statutes, the Buckhead Trails Community Development District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure are to provide for efficient and effective District operations.

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 120.53, 120.53(1)(a), 120.54, 120.57, 120.57(3), 190.001, 190.005, 190.011(5), 190.011(15), 190.033 and 190.035, Florida Statutes. The specific laws implemented in the proposed Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 119.07, 120.53, 120.53(1)(a), 120.54, 120.57(3), 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(11), 190.033, 190.033(3), 190.035(2), 218.391, 255.0525, 255.20, 286.0105, 286.0114, 287.017, and 287.055, Florida Statutes.

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager at Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607, via email at Jayna.Cooper@Inframark.com, or by calling (813) 873-7300.

Buckhead Trails Community Development District
Jayna Cooper, District Manager
February 13, 2026

26-00236M

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

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Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 26-00235M

Date 02/13/2026

Attn:
Buckhead Trails CDD Inframark
2005 PAN AM CIRCLE STE 300
TAMPA FL 33607

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 26-00235M Notice of meeting and public hearing RE: Meeting on March 25, 2026 at 1:00pm Published: 2/13/2026	\$107.19
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Important Message

Please include our Serial # on your check
Pay by credit card online:
<https://legals.businessobserverfl.com/send-payment/>

Paid	()
Total	\$107.19

Payment is due within 30 days of the 1st publication date of your notice. if payment is not made, affidavits may be held

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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Business Observer

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3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

**Buckhead Trails Community Development District
Notice of meeting and public hearing on proposed
recreational facilities policies, rental rates, and rental deposits**

The Buckhead Trails Community Development District (the “**District**”) hereby gives public notice of a meeting of its Board of Supervisors (the “**Board**”) and a public hearing, to review and adopt recreational facilities policies, rental rates, and rental deposits on **Wednesday March 25, 2026 at 1:00 p.m.** at the Eaves Bend Amenity Center located at 4725 Los Robles Court, Palmetto, Florida 34221.

The hearing will be for the purpose of receiving input on such items, providing for efficient and effective District operations, and ensuring the costs of permitting rentals and use of the District’s recreational facilities are borne in a fair manner for all user types. The proposed rates and fees are:

Pool Patio Rental Fees for Residents and Non-Residents

Residents:	Non-Residents:
Up to four (4) hours = \$50.00	Up to four (4) hours = \$150.00
Up to six (6) hours = \$100.00	Up to six (6) hours = \$200.00
Refundable Security Deposit = \$200.00	Refundable Security Deposit = \$400.00

The proposed rates and fees may be adjusted at the public hearing pursuant to discussion by the Board and public comments. At the conclusion of the hearing, the Board shall adopt the policies and rate and fee schedules as finally approved by the Board. The Florida Statutes being implemented include Chapter 190, Florida Statutes, generally, and Section 190.035, Florida Statutes, specifically; and provide legal authority for establishment of such policies and rate and fee schedules.

All interested parties may appear at the meeting and be heard. This meeting and public hearing may be continued to a date, time, and place to be specified on the record at the meeting or public hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which such appeal is to be based.

A copy of the agenda and revisions of the District’s policies and rate and fee schedules may be obtained on the District’s website at <https://buckheadtrailsbdd.com/> prior to the meeting or by contacting the District Manager’s office via email at Jayna.Cooper@Inframark.com.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special assistance to participate in this meeting should contact the District Manager Jayna Cooper via the email above or via phone at (813) 873-7300 for assistance at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for aid in contacting the District Manager.

February 13, 2026

26-00235M

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 26-00255M

Date 02/20/2026

Attn:
Buckhead Trails CDD Inframark
2005 PAN AM CIRCLE STE 300
TAMPA FL 33607

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description	Amount
Serial # 26-00255M Notice of Rulemaking RE: Meeting on March 25, 2026 at 1:00pm Published: 2/20/2026	\$150.94

Important Message	Paid
Please include our Serial # on your check Pay by credit card online: https://legals.businessobserverfl.com/send-payment/	()
	Total \$150.94

Payment is due within 30 days of the 1st publication date of your notice. if payment is not made, affidavits may be held

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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INVOICE

Legal Advertising

NOTICE OF RULEMAKING FOR THE RULES OF PROCEDURE OF THE BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Buckhead Trails Community Development District on March 25, 2026, at 1:00 p.m. at The Eaves Bend Amenity Center located at 4725 Los Robles Court, Palmetto, Florida 34221.

In accord with Chapter 190, Florida Statutes, the Buckhead Trails Community Development District ("the District") hereby gives public notice of its intent to adopt its proposed Rules of Procedure.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations. Prior notice of rule development was published in the Business Observer on February 13, 2026.

The Rules of Procedure address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as the general operation of the District.

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes. The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 120.53, 120.53(1)(a), 120.54, 120.57, 120.57(3), 190.001, 190.005, 190.011(5), 190.011(15), 190.033 and 190.035, Florida Statutes. The specific laws implemented in the proposed Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 119.07, 120.53, 120.53(1)(a), 120.54, 120.57(3), 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(11), 190.033, 190.033(3), 190.035(2), 218.391, 255.0525, 255.20, 286.0105, 286.0114, 287.017, and 287.055, Florida Statutes.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice.

If requested within twenty-one (21) days of the date of this notice, a hearing will be held at the time, date and place shown below (if not requested this hearing may not be held):

DATE: March 25, 2026
TIME: 1:00 p.m.
***PLACE:** The Eaves Bend Amenity Center
4725 Los Robles Court
Palmetto, Florida 34221

A request for a public hearing on the District's intent to adopt its proposed Rules of Procedure must be made in writing to the District Manager at Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607, and received within twenty one (21) days after the date of this Notice.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing held in response to a request for such a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, one or more Supervisors may participate in the public hearing by telephone.

Pursuant to the Americans with Disability Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 873-7300 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for aid in contacting the District Office.

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager at Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607, via email at Jayna.Cooper@Inframark.com or by calling (813) 873-7300.

Buckhead Trails Community Development District
Jayna Cooper, District Manager
February 20, 2026

26-00255M

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700



Invoice: #165862

February 2026

Customer

Buckhead Trails Pond Maintenance
Inframark
2005 Pan Am Circle Suite 300

Tampa, FL 33604

Property / Project Address

Buckhead Trails Pond Maintenance
10403 Buckeye Road
Ruskin, FL

Project/Job

Buckhead Trails Common Area and Pond Maintenance
Contract (2026)
Estimate # 135076

Invoice Date

2/1/2026

Date Due

3/18/2026

Terms

Net 45

Customer PO #

Invoice Details

Description of Services & Items	Unit	Quantity	Rate	Amount
#135076 - Buckhead Trails Common Area and Pond Maintenance Contract (2026)				\$15,946.18
LCR003: General Maintenance				\$8,777.91
LCR003: Additional Common Areas - Start 12/1/24				\$2,885.19
LCR003: 2 Additional Common Areas - Start 2/17/25				\$4,283.08

Billing Questions

rhonda.culotta@down2earthinc.com
(904) 780-2257

Visit us at <https://dtlandscape.com> for all other questions or concerns.

To make payment by **ACH (electronic check)** or **credit card**, please click the link below. There is **no fee** for ACH payments, and a **3% processing fee** for credit card payments.

<https://huntington.billeri.com/ebpp/DownToEarth/>

Subtotal	\$15,946.18
Sales Tax	\$0.00
Total	\$15,946.18
Credits/Payments	(\$0.00)
Balance Due	\$15,946.18

Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700



Invoice: #167081

February 2026

Customer

Buckhead Trails Pond Maintenance
Inframark
2005 Pan Am Circle Suite 300

Tampa, FL 33604

Property / Project Address

Buckhead Trails Pond Maintenance
10403 Buckeye Road
Ruskin, FL

Project/Job

Invoice Irrigation Form 02.05.2026
Estimate # 140237

Invoice Date

2/11/2026

Date Due

2/26/2026

Terms

Net 15

Customer PO #

Invoice Details

Description of Services & Items	Unit	Quantity	Rate	Amount
#140237 - Invoice Irrigation Form 02.05.2026				\$16.00
LCE006: Irrigation Repairs				\$16.00
Standard Irrigation Nozzle Replaced (Kit)	Each	2.00	\$8.00	\$16.00

Billing Questions

rhonda.culotta@down2earthinc.com
(904) 780-2257

Visit us at <https://dtlandscape.com> for all other questions or concerns.

To make payment by **ACH (electronic check)** or **credit card**, please click the link below. There is **no fee** for ACH payments, and a **3% processing fee** for credit card payments.
<https://huntington.billeri.com/ebpp/DownToEarth/>

Subtotal	\$16.00
Sales Tax	\$0.00
Total	\$16.00
Credits/Payments	(\$0.00)
Balance Due	\$16.00

Irrigation Service Report

General Information

Technician: Smalo

Customer: Buckhead Trails Pond Maintenance

Branch: Sarasota

Report Type: Monthly Wet Check

Controller Name: Timer by Pump on Bending Creek

Date: Feb. 5, 2026

Programs Needed: No

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter ACC2

POC Info: Well

Pump Status Type: Submersible

Programs

Program Name: Program A

Start Time: 7 p.m.

Seasonal Adjustment:

Run Days: monday,wednesday,friday

Program Name: Program B

Start Time: 7 p.m.

Seasonal Adjustment:

Run Days: tuesday,thursday,saturday

Irrigation Zones

Attribute	1	2	3	4	5	6	7
Zone Type	Drip	Bubbler	Drip	Spray	Drip	Spray	Spray
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 20 mins	N/A	0 hrs 20 mins	0 hrs 25 mins	0 hrs 20 mins	0 hrs 25 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	Yes
Head Adjusted	No	No	No	No	No	No	Yes
Billable Repairs	No	No	No	No	No	Yes	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	Billable Items: 1. Irrigation Nozzle Replaced Item Type: Standard Qty: 2	<i>No repair items available</i>

Irrigation Zones

Attribute	8	9	10	11	12	13	14
Zone Type	Spray	Spray	Drip	Spray	Bubbler	Spray	Drip
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 25 mins	0 hrs 25 mins	0 hrs 20 mins	0 hrs 25 mins	0 hrs 20 mins	0 hrs 25 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	Yes	No	No	No	No	Yes	No
Head Adjusted	Yes	No	No	No	No	Yes	No
Billable Repairs	No	No	Yes	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	Billable Items: 1. Drip Line Item Type: Fittings Used Qty: 1	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>

Irrigation Zones

Attribute	15	16	17	18	19	20	21
Zone Type	Drip	Bubbler	Spray	Spray	Spray	Drip	Spray
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	N/A	0 hrs 20 mins	0 hrs 25 mins	0 hrs 25 mins	0 hrs 25 mins	0 hrs 20 mins	0 hrs 25 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	Yes	Yes	No	Yes
Head Adjusted	No	No	No	Yes	Yes	No	Yes
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>

Irrigation Zones

Attribute	22	23	24	25	26	27	28
Zone Type	Rotor	Spray	Bubbler	Drip	Drip	Drip	Spray
Program Type	A	A	A	B	B	B	B
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 50 mins	0 hrs 25 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 25 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>

Irrigation Zones

Attribute	29	30	31	32	33	34	35
Zone Type	Spray	Spray	Spray	Drip	Drip	Drip	Spray
Program Type	B	B	B	B	B	B	B
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 25 mins	0 hrs 25 mins	0 hrs 25 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 25 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>

Irrigation Zones

Attribute	36	37	38	39	40	41	42
Zone Type	Drip	Rotor	Drip	Drip	Spray	Spray	Drip
Program Type	B	B	B	B	B	B	B
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 20 mins	0 hrs 50 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 25 mins	0 hrs 25 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>

Irrigation Zones

Attribute	43	44	45	46
Zone Type	Drip	Spray	Spray	Spray
Program Type	B	B	B	B
Run Time Schedule	None	None	None	None
Run Days	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No
Zone Runtime	0 hrs 20 mins	0 hrs 25 mins	0 hrs 25 mins	0 hrs 25 mins
Checked Filters	No	No	No	No
Clogged Nozzles	No	No	No	No
Head Adjusted	No	No	No	No
Billable Repairs	No	No	No	No
Proposed Repairs	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>

Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Text

Additional Comments:

Irrigation Service Report

General Information

Technician: Smalo

Customer: Buckhead Trails Pond Maintenance

Branch: Sarasota

Report Type: Monthly Wet Check

Controller Name: Timer by Pump on Bending Creek

Date: Feb. 5, 2026

Programs Needed: No

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter ACC2

POC Info: Well

Pump Status Type: Submersible

Programs

Program Name: Program A

Start Time: 7 p.m.

Seasonal Adjustment:

Run Days: monday,wednesday,friday

Program Name: Program B

Start Time: 7 p.m.

Seasonal Adjustment:

Run Days: tuesday,thursday,saturday

Irrigation Zones

Attribute	1	2	3	4	5	6	7
Zone Type	Drip	Bubbler	Drip	Spray	Drip	Spray	Spray
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 20 mins	N/A	0 hrs 20 mins	0 hrs 25 mins	0 hrs 20 mins	0 hrs 25 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	Yes
Head Adjusted	No	No	No	No	No	No	Yes
Billable Repairs	No	No	No	No	No	Yes	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	Billable Items: 1. Irrigation Nozzle Replaced Item Type: Standard Qty: 2	<i>No repair items available</i>

Irrigation Zones

Attribute	8	9	10	11	12	13	14
Zone Type	Spray	Spray	Drip	Spray	Bubbler	Spray	Drip
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 25 mins	0 hrs 25 mins	0 hrs 20 mins	0 hrs 25 mins	0 hrs 20 mins	0 hrs 25 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	Yes	No	No	No	No	Yes	No
Head Adjusted	Yes	No	No	No	No	Yes	No
Billable Repairs	No	No	Yes	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	Billable Items: 1. Drip Line Item Type: Fittings Used Qty: 1	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>

Irrigation Zones

Attribute	15	16	17	18	19	20	21
Zone Type	Drip	Bubbler	Spray	Spray	Spray	Drip	Spray
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	N/A	0 hrs 20 mins	0 hrs 25 mins	0 hrs 25 mins	0 hrs 25 mins	0 hrs 20 mins	0 hrs 25 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	Yes	Yes	No	Yes
Head Adjusted	No	No	No	Yes	Yes	No	Yes
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>

Irrigation Zones

Attribute	22	23	24	25	26	27	28
Zone Type	Rotor	Spray	Bubbler	Drip	Drip	Drip	Spray
Program Type	A	A	A	B	B	B	B
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 50 mins	0 hrs 25 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 25 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>

Irrigation Zones

Attribute	29	30	31	32	33	34	35
Zone Type	Spray	Spray	Spray	Drip	Drip	Drip	Spray
Program Type	B	B	B	B	B	B	B
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 25 mins	0 hrs 25 mins	0 hrs 25 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 25 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>

Irrigation Zones

Attribute	36	37	38	39	40	41	42
Zone Type	Drip	Rotor	Drip	Drip	Spray	Spray	Drip
Program Type	B	B	B	B	B	B	B
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 20 mins	0 hrs 50 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 25 mins	0 hrs 25 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>

Irrigation Zones

Attribute	43	44	45	46
Zone Type	Drip	Spray	Spray	Spray
Program Type	B	B	B	B
Run Time Schedule	None	None	None	None
Run Days	None	None	None	None
Power Type	Hardwire	Hardwire	Hardwire	Hardwire
Zone Faults	No	No	No	No
Zone Runtime	0 hrs 20 mins	0 hrs 25 mins	0 hrs 25 mins	0 hrs 25 mins
Checked Filters	No	No	No	No
Clogged Nozzles	No	No	No	No
Head Adjusted	No	No	No	No
Billable Repairs	No	No	No	No
Proposed Repairs	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>

Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Text

Additional Comments:

Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700



Invoice: #167080

February 2026

Customer

Buckhead Trails Pond Maintenance
Inframark
2005 Pan Am Circle Suite 300

Tampa, FL 33604

Property / Project Address

Buckhead Trails Pond Maintenance
10403 Buckeye Road
Ruskin, FL

Project/Job

Plant Replacements - Jan 2026
Estimate # 129002

Invoice Date

2/11/2026

Date Due

2/26/2026

Terms

Net 15

Customer PO #

Invoice Details

Description of Services & Items	Unit	Quantity	Rate	Amount
---------------------------------	------	----------	------	--------

#129002 - Plant Replacements - Jan 2026				\$2,445.67
---	--	--	--	------------

Replacement plantings:

Remove Plumbago and replace with Pink Muhly grass, replace Dwarf Firebush, Ilex Cranata and Juniper

Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

LCE025: Tree/Plant Installation				\$2,360.67
Site Prep, Removal, & Disposal (E) (Labor)				\$1275.00
Muhly Grass "Pink" (Material)	3 Gallon Plant	25.00	\$20.03	\$500.63
Dwarf Firebush (Material)	3 Gallon Plant	7.00	\$20.03	\$140.18
Carissa Holly (Material)	3 Gallon Plant	7.00	\$25.37	\$177.56
Juniper Blue Pacific Shore Installed (E) (Kit)	1 Gallon Plant	18.00	\$14.85	\$267.30
LCE005: Irrigation Installation				\$85.00
Irrigation Labor (Hide) (Labor)				\$85.00

Billing Questions
rhonda.culotta@down2earthinc.com
 (904) 780-2257

Visit us at <https://dtelandscape.com> for all other questions or concerns.

To make payment by **ACH (electronic check)** or **credit card**, please click the link below. There is **no fee** for ACH payments, and a **3% processing fee** for credit card payments.
<https://huntington.billeriq.com/ebpp/DownToEarth/>

Subtotal	\$2,445.67
Sales Tax	\$0.00
Total	\$2,445.67
Credits/Payments	(\$0.00)

Late Payments are subject to an 18% per annum interest rate, applied daily, on the overdue balance. A processing fee of 2.75% will be added to all credit card payments. See Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.

Balance Due	\$2,445.67
--------------------	-------------------

Late Payments are subject to an 18% per annum interest rate, applied daily, on the overdue balance. A processing fee of 2.75% will be added to all credit card payments.
See Terms & Conditions at <https://d97andscape.com/terms-and-conditions/>.



Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #129002

Customer Address

Inframark
Jayna Cooper
2005 Pan Am Circle Suite 300
Tampa, Florida 33604
Jayna.Cooper@inframark.com
813-608-8242

Billing Address

Jayna Cooper
Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33604

Physical Job Address

Buckhead Trails Pond Maintenance
10403 Buckeye Road
Ruskin, FL

Job

Plant Replacements - Jan 2026

Estimated Job Start Date

January 26, 2026

Proposed By

Alexandra Steiner

Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep, Removal, & Disposal (E)				\$1,275.00
Muhly Grass "Pink"	3 Gallon Plant	25	\$20.03	\$500.63
Juniper Blue Pacific Shore Installed (E)	1 Gallon Plant	18	\$14.85	\$267.30
Carissa Holly	3 Gallon Plant	7	\$25.37	\$177.56
Dwarf Firebush	3 Gallon Plant	7	\$20.03	\$140.18
Irrigation Installation				
Irrigation Labor (Hide)				\$85.00
			Subtotal	\$2,445.67
			Estimated Tax	\$0.00
			Job Total	\$2,445.67

Replacement plantings:

Remove Plumbago and replace with Pink Muhly grass, replace Dwarf Firebush, Ilex Cranata and Juniper

Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

Proposed By:

Alexandra Steiner
Down to Earth

01/13/2026

Date

Agreed & Accepted By:

Jayna Cooper

1-14-26

Inframark

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.



Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #129002

Customer Address

Inframark
Jayna Cooper
2005 Pan Am Circle Suite 300
Tampa, Florida 33604
Jayna.Cooper@inframark.com
813-608-8242

Billing Address

Jayna Cooper
Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33604

Physical Job Address

Buckhead Trails Pond Maintenance
10403 Buckeye Road
Ruskin, FL

Job

Plant Replacements - Jan 2026

Estimated Job Start Date

January 26, 2026

Proposed By

Alexandra Steiner

Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep, Removal, & Disposal (E)				\$1,275.00
Muhly Grass "Pink"	3 Gallon Plant	25	\$20.03	\$500.63
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Carissa Holly	3 Gallon Plant	7	\$25.37	\$177.56
Dwarf Firebush	3 Gallon Plant	7	\$20.03	\$140.18
Irrigation Installation				
Irrigation Labor (Hide)				\$85.00
			Subtotal	\$2,445.67
			Estimated Tax	\$0.00
			Job Total	\$2,445.67

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Proposed By:

Alexandra Steiner
Down to Earth

01/13/2026

Date

Agreed & Accepted By:

Jayna Cooper

1-14-26

Inframark

Date

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INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

171433

DATE

2/17/2026

BILL TO

Buckhead Trails CDD
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

CUSTOMER ID

C2412

NET TERMS

Due On Receipt

PO#**DUE DATE**

2/17/2026

Services provided for the Month of: January 2026

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	10	Ea	0.80		7.98
Subtotal					7.98

Subtotal	\$7.98
Tax	\$0.00
Total Due	\$7.98

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

INVOICE

Sitex Aquatics, LLC
PO Box 917
Parrish, FL 34219

office@sitexaquatics.com
+1 (813) 564-2322



Bill to

Buckhead Trails
Inframark
2005 Pan Am Circle Ste 300
Tampa, FL 33607

Invoice details

Invoice no.: 10754-b
Terms: Net 30
Invoice date: 02/01/2026
Due date: 03/03/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Aquatic Maintenance	Monthly Lake Maintenance- 17 ponds and 1 canal Ponds #1-17 & C1	1	\$2,055.00	\$2,055.00
					Total	\$2,055.00



Electric Bill Statement
For: Jan 13, 2026 to Feb 13, 2026 (31 days)
Statement Date: Feb 13, 2026
Account Number: 83626-56533
Service Address:
10010 TRELIS VINE WAY # SL
PARRISH, FL 34219

BUCKHEAD TRAIL CDD,
Here's what you owe for this billing period.

CURRENT BILL

\$124.33

TOTAL AMOUNT YOU OWE

Mar 6, 2026

NEW CHARGES DUE BY



Scan to Pay
or visit
FPL.com/
WaystoPay

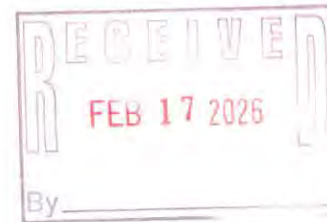
KEEP IN MIND

- Payments received after March 06, 2026 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.

BILL SUMMARY

Amount of your last bill	40.79
Payments received	-40.79
<hr/>	
Balance before new charges	0.00
<hr/>	
Total new charges	124.33
Total amount you owe	\$124.33

(See page 2 for bill details.)



Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages:
Hearing/Speech Impaired:

1-800-4OUTAGE (468-8243)
711 (Relay Service)



Ways to Pay



/ 27

52108362656533 3342100000

0001 0002 047367

8 10

The amount enclosed includes the following donation:
FPL Care To Share: _____

Make check payable to FPL in U.S. funds and mail along with this coupon to:

BUCKHEAD TRAIL CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-6008



FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Visit **FPL.com/PayBill** for ways to pay.

83626-56533
103
ACCOUNT NUMBER

\$124.33
TOTAL AMOUNT YOU OWE

Mar 6, 2026
NEW CHARGES DUE BY

\$ _____
AMOUNT ENCLOSED



Customer Name: BUCKHEAD TRAIL CDD
 Account Number: 83626-56533

BILL DETAILS

Amount of your last bill	40.79
Payment received - Thank you	-40.79
Balance before new charges	\$0.00
New Charges	
Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS	
Base charge:	\$14.20
Non-fuel: (\$0.094600 per kWh)	\$73.21
Fuel: (\$0.032020 per kWh)	\$24.78
Electric service amount	112.19
Gross receipts tax (State tax)	2.88
Florida sales tax (State tax)	8.00
County sales tax (Local tax)	1.16
Taxes and charges	12.04
Regulatory fee (State fee)	0.10
Total new charges	\$124.33
Total amount you owe	\$124.33

METER SUMMARY

Meter reading - Meter ACD5605. Next meter reading Mar 16, 2026.

Usage Type	Current	-	Previous	=	Usage
kWh used	00953		00179		774

ENERGY USAGE COMPARISON

	This Month	Last Month
Service to	Feb 13, 2026	Jan 13, 2026
kWh Used	774	179
Service days	31	7
kWh/day	25	26
Amount	\$124.33	\$28.78

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

FPL.com/MobileApp

Cut costs with rebates

Lighting can add up to 25% of your energy use. Switch to LEDs to get \$40 back per fixture and save long-term.

FPL.com/BizLighting

Cooler bills ahead

Upgrade to energy efficient HVAC systems and see the savings. Rebates available to offset the cost.

FPL.com/BizHVAC

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.



BUCKHEAD TRAILS CDD

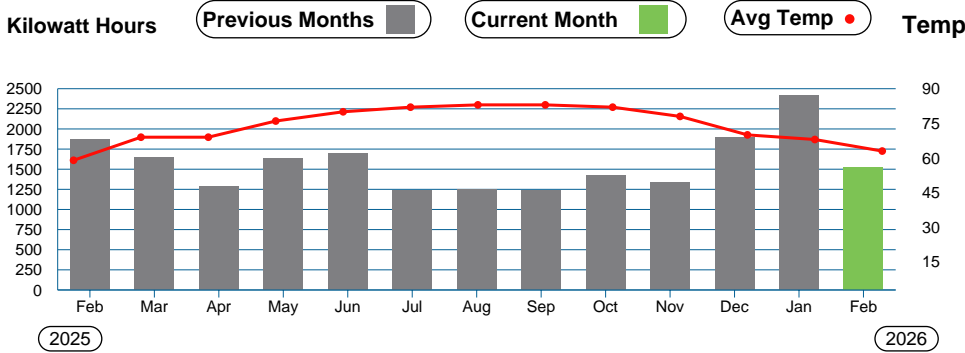
Bill Date 02/05/2026
Account # 213648008
Member # 219443

Customer Care 800-282-3824 8am - 5pm M-F
Pay by Phone 855-937-1752
Outage 800-282-3824 24/7
Website www.preco.coop



TOTAL AMOUNT DUE
\$215.01
Pay by 02/26/2026

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

1,524 kWh This Month 30 Days
2,419 kWh Last Month 31 Days
1,867 kWh This Month Last Year 30 Days

Your Average Daily Use

51 kWh Use
\$6.83 Day Cost not including taxes and fees

Please make check payable to PRECO in U.S. funds and return this portion with your payment.



PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # 213648008
Service Address 12685 BENDING CREEK TRL

Total Amount Due **\$215.01**
Pay by 02/26/2026



BUCKHEAD TRAILS CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-0000

PEACE RIVER ELECTRIC COOPERATIVE, INC.
PO BOX 1547
WAUCHULA FL 33873-1547



Account
213648008

Service Address
12685 BENDING CREEK TRL

Service Description
PUMP

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
41020260	01/01/2026	01/31/2026	22,325	23,849	1.0	1,524	5.984
Account Summary			Current Charges			GS-S	
Previous Balance			\$324.01	Facilities Use Charge		\$28.00	
Payment(s) Made			-\$324.01	Energy Charge 1,524 kWh @ 0.121		\$184.40	
Balance Forward			\$0.00	CPA 1,524 kWh @ -0.005		-\$7.62	
Current Charges			\$215.01	Property Tax Recovery Fee		\$4.85	
Total Amount Due			\$215.01	Gross Receipts Tax		\$5.38	
Total Current Charges						\$215.01	
Total Amount Due						\$215.01	




PRECO Offers
\$140,000 in
College Scholarships

Application deadline is February 28
Apply online at www.preco.coop/community/scholarships




Now offering cash bill-pay service at participating retail stores. The barcode below can be scanned at the register, allowing you to make your monthly payment. There is a \$1.50 convenience fee to use this service. To find a location near you, visit pay.vanilladirect.com/pages/retailers



799366433650001102602136480082

By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at vanilladirect.com/pay/terms. After successful payment using this barcode, you may retrieve your full detailed e-receipt at vanilladirect.com/pay/ereceipt.

The majority of participating locations will accept cash payments up to a maximum amount of \$500.00.





BUCKHEAD TRAILS CDD

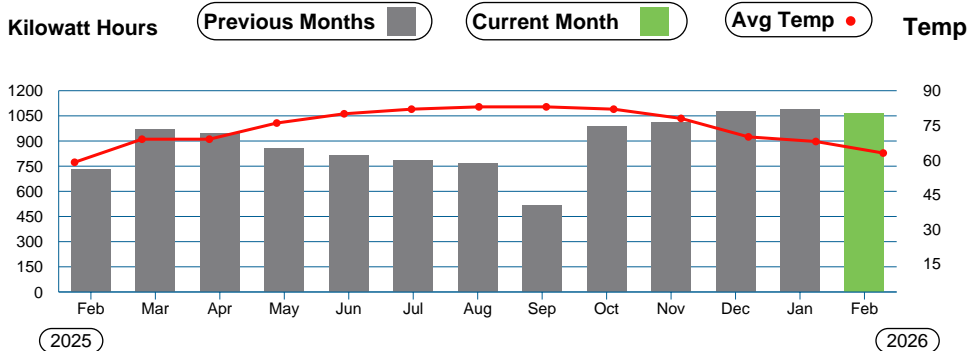
Bill Date 02/05/2026
Account # 213648002
Member # 219443

Customer Care 800-282-3824 8am - 5pm M-F
Pay by Phone 855-937-1752
Outage 800-282-3824 24/7
Website www.preco.coop



TOTAL AMOUNT DUE \$158.74 Pay by 02/26/2026

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

1,062 kWh This Month 30 Days
1,090 kWh Last Month 31 Days
733 kWh This Month Last Year 30 Days

Your Average Daily Use

35 kWh Use
\$5.04 Day Cost not including taxes and fees

Please make check payable to PRECO in U.S. funds and return this portion with your payment.



PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # 213648002
Service Address 12817 WANDERLUST PL

Total Amount Due \$158.74
Pay by 02/26/2026



BUCKHEAD TRAILS CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-0000

PEACE RIVER ELECTRIC COOPERATIVE, INC.
PO BOX 1547
WAUCHULA FL 33873-1547





BUCKHEAD TRAILS CDD

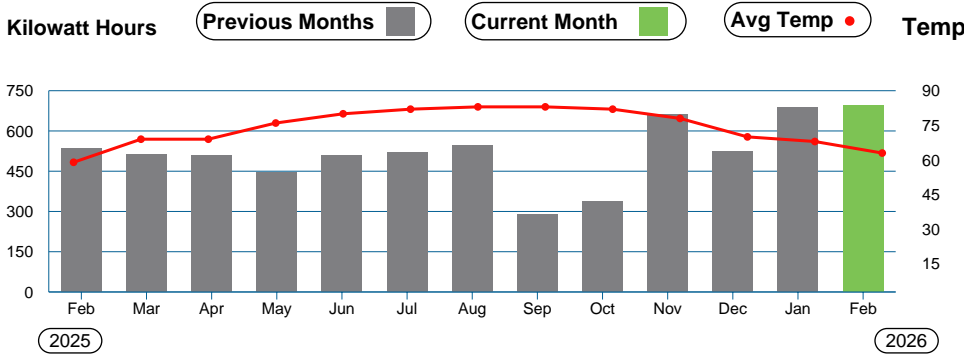
Bill Date 02/05/2026
Account # 213648001
Member # 219443

Customer Care 800-282-3824 8am - 5pm M-F
Pay by Phone 855-937-1752
Outage 800-282-3824 24/7
Website www.preco.coop



TOTAL AMOUNT DUE
\$114.17
Pay by 02/26/2026

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

696 kWh This Month 30 Days
688 kWh Last Month 31 Days
536 kWh This Month Last Year 30 Days

Your Average Daily Use

23 kWh Use
\$3.62 Day Cost not including taxes and fees

Please make check payable to PRECO in U.S. funds and return this portion with your payment.



PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # 213648001
Service Address 10614 HIDDEN BANKS GLN

Total Amount Due **\$114.17**
Pay by 02/26/2026



BUCKHEAD TRAILS CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-0000

PEACE RIVER ELECTRIC COOPERATIVE, INC.
PO BOX 1547
WAUCHULA FL 33873-1547



Account
213648001

Service Address
10614 HIDDEN BANKS GLN

Service Description
LIGHTS-METERING POINT

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
40431049	01/01/2026	01/31/2026	8,300	8,996	1.0	696	1.6


Account Summary			Current Charges			GS-S
Previous Balance		\$113.20	Facilities Use Charge			\$28.00
Payment(s) Made		-\$113.20	Energy Charge	696 kWh @ 0.121		\$84.22
Balance Forward		\$0.00	CPA	696 kWh @ -0.005		-\$3.48
Current Charges		\$114.17	Property Tax Recovery Fee			\$2.58
Total Amount Due		\$114.17	Gross Receipts Tax			\$2.85
			Total Current Charges			\$114.17
Total Amount Due						\$114.17



PRECO Offers \$140,000 in College Scholarships

Application deadline is February 28
Apply online at www.preco.coop/community/scholarships

Now offering cash bill-pay service at participating retail stores. The barcode below can be scanned at the register, allowing you to make your monthly payment. There is a \$1.50 convenience fee to use this service. To find a location near you, visit pay.vanilladirect.com/pages/retailers



799366433650001102602136480017

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BUCKHEAD TRAILS CDD

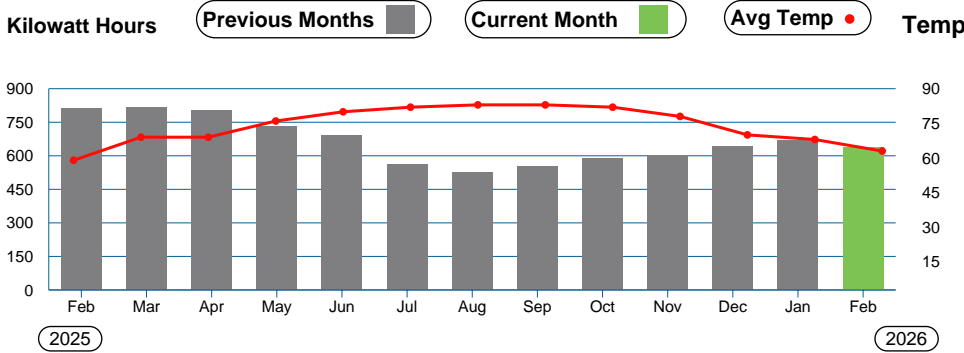
Bill Date 02/05/2026
Account # 213648003
Member # 219443

Customer Care 800-282-3824 8am - 5pm M-F
Pay by Phone 855-937-1752
Outage 800-282-3824 24/7
Website www.preco.coop



TOTAL AMOUNT DUE
\$107.11
Pay by 02/26/2026

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

638 kWh This Month 30 Days
667 kWh Last Month 31 Days
811 kWh This Month Last Year 30 Days

Your Average Daily Use

21 kWh Use
\$3.40 Day Cost not including taxes and fees

Please make check payable to PRECO in U.S. funds and return this portion with your payment.



PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # 213648003
Service Address 12715 BENDING CREEK TRL

Total Amount Due **\$107.11**
Pay by 02/26/2026



BUCKHEAD TRAILS CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-0000

PEACE RIVER ELECTRIC COOPERATIVE, INC.
PO BOX 1547
WAUCHULA FL 33873-1547



Account
213648003

Service Address
12715 BENDING CREEK TRL

Service Description
LIGHTS-METERING POINT

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
41019858	01/01/2026	01/31/2026	8,332	8,970	1.0	638	1.563

Account Summary

Previous Balance	\$110.64
Payment(s) Made	-\$110.64
Balance Forward	\$0.00
Current Charges	\$107.11
Total Amount Due	\$107.11

Current Charges **GS-S**

Facilities Use Charge	\$28.00
Energy Charge	638 kWh @ 0.121 \$77.20
CPA	638 kWh @ -0.005 -\$3.19
Property Tax Recovery Fee	\$2.42
Gross Receipts Tax	\$2.68
Total Current Charges	\$107.11

Total Amount Due **\$107.11**





PRECO Offers \$140,000 in College Scholarships

Application deadline is February 28
Apply online at www.preco.coop/community/scholarships









Now offering cash bill-pay service at participating retail stores. The barcode below can be scanned at the register, allowing you to make your monthly payment. There is a \$1.50 convenience fee to use this service. To find a location near you, visit pay.vanilladirect.com/pages/retailers

799366433650001102602136480033

By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at vanilladirect.com/pay/terms. After successful payment using this barcode, you may retrieve your full detailed e-receipt at vanilladirect.com/pay/ereceipt.

The majority of participating locations will accept cash payments up to a maximum amount of \$500.00.



BUCKHEAD TRAILS CDD

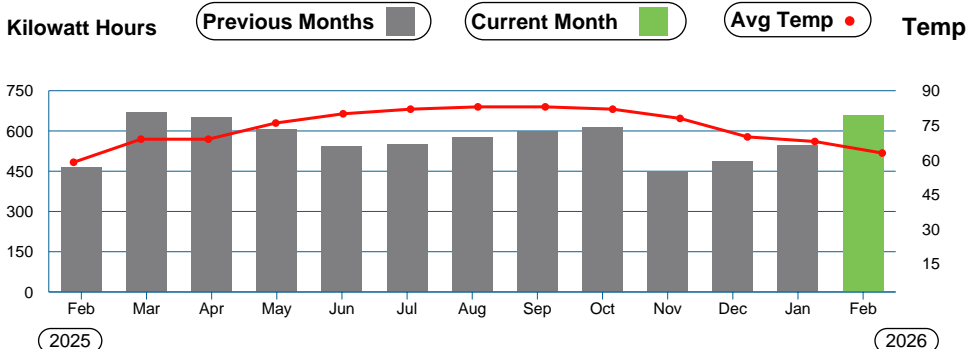
Bill Date 02/05/2026
Account # 213648004
Member # 219443

Customer Care 800-282-3824 8am - 5pm M-F
Pay by Phone 855-937-1752
Outage 800-282-3824 24/7
Website www.preco.coop



TOTAL AMOUNT DUE
\$109.54
Pay by 02/26/2026

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

658 kWh This Month 30 Days
545 kWh Last Month 31 Days
463 kWh This Month Last Year 27 Days

Your Average Daily Use

22 kWh Use
\$3.48 Day Cost not including taxes and fees

Please make check payable to PRECO in U.S. funds and return this portion with your payment.



PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # 213648004
Service Address 10711 GENTLE CURRENT WAY

Total Amount Due **\$109.54**
Pay by 02/26/2026



BUCKHEAD TRAILS CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-0000

PEACE RIVER ELECTRIC COOPERATIVE, INC.
PO BOX 1547
WAUCHULA FL 33873-1547



Account
213648004

Service Address
10711 GENTLE CURRENT WAY

Service Description
LIGHTS-METERING POINT

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
33456163	01/01/2026	01/31/2026	6,748	7,406	1.0	658	1.576


Account Summary			Current Charges			GS-S
Previous Balance		\$95.77	Facilities Use Charge			\$28.00
Payment(s) Made		-\$95.77	Energy Charge	658 kWh @ 0.121		\$79.62
Balance Forward		\$0.00	CPA	658 kWh @ -0.005		-\$3.29
Current Charges		\$109.54	Property Tax Recovery Fee			\$2.47
Total Amount Due		\$109.54	Gross Receipts Tax			\$2.74
			Total Current Charges			\$109.54
Total Amount Due						\$109.54



PRECO Offers \$140,000 in College Scholarships

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Apply online at www.preco.coop/community/scholarships


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799366433650001102602136480041

By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at vanilladirect.com/pay/terms. After successful payment using this barcode, you may retrieve your full detailed e-receipt at vanilladirect.com/pay/ereceipt.

The majority of participating locations will accept cash payments up to a maximum amount of \$500.00.





BUCKHEAD TRAILS CDD

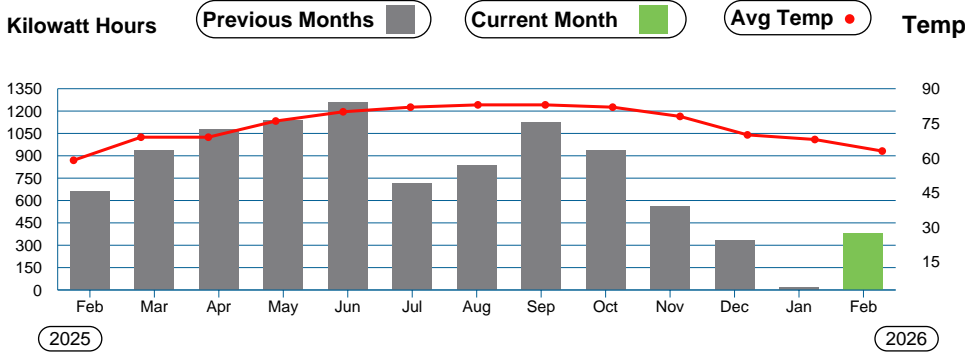
Bill Date 02/05/2026
Account # 213648007
Member # 219443

Customer Care 800-282-3824 8am - 5pm M-F
Pay by Phone 855-937-1752
Outage 800-282-3824 24/7
Website www.preco.coop



TOTAL AMOUNT DUE
\$75.92
Pay by 02/26/2026

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

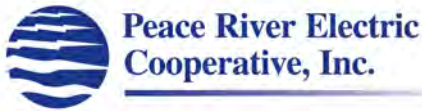
Monthly Energy Use Comparison

382 kWh This Month 30 Days
15 kWh Last Month 31 Days
661 kWh This Month Last Year 30 Days

Your Average Daily Use

13 kWh Use
\$2.41 Day Cost not including taxes and fees

Please make check payable to PRECO in U.S. funds and return this portion with your payment.



PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # 213648007
Service Address 12965 BENDING CREEK TRL

Total Amount Due **\$75.92**
Pay by 02/26/2026



BUCKHEAD TRAILS CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-0000

PEACE RIVER ELECTRIC COOPERATIVE, INC.
PO BOX 1547
WAUCHULA FL 33873-1547



Account
213648007

Service Address
12965 BENDING CREEK TRL

Service Description
PUMP

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
40916388	01/01/2026	01/31/2026	10,536	10,918	1.0	382	5.654
Account Summary			Current Charges			GS-S	
Previous Balance			\$52.93	Facilities Use Charge			\$28.00
Payment(s) Made			-\$52.93	Energy Charge	382 kWh @ 0.121		\$46.22
Balance Forward			\$0.00	CPA	382 kWh @ -0.005		-\$1.91
Current Charges			\$75.92	Property Tax Recovery Fee			\$1.71
Total Amount Due			\$75.92	Gross Receipts Tax			\$1.90
				Total Current Charges			\$75.92
Total Amount Due							\$75.92



PRECO Offers
\$140,000 in
College Scholarships

Application deadline is February 28
Apply online at www.preco.coop/community/scholarships




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799366433650001102602136480074

By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at vanilladirect.com/pay/terms. After successful payment using this barcode, you may retrieve your full detailed e-receipt at vanilladirect.com/pay/ereceipt.

The majority of participating locations will accept cash payments up to a maximum amount of \$500.00.





BUCKHEAD TRAILS CDD

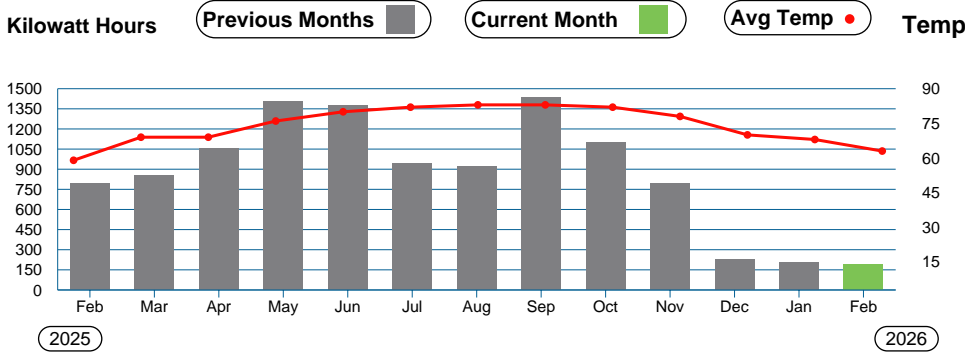
Bill Date 02/05/2026
Account # 213648005
Member # 219443

Customer Care 800-282-3824 8am - 5pm M-F
Pay by Phone 855-937-1752
Outage 800-282-3824 24/7
Website www.preco.coop



TOTAL AMOUNT DUE
\$52.89
Pay by 02/26/2026

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

193 kWh This Month 30 Days
205 kWh Last Month 31 Days
793 kWh This Month Last Year 30 Days

Your Average Daily Use

6 kWh Use
\$1.68 Day Cost not including taxes and fees

Please make check payable to PRECO in U.S. funds and return this portion with your payment.



PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # 213648005
Service Address 12104 HIDDEN VISTA DR

Total Amount Due **\$52.89**
Pay by 02/26/2026



BUCKHEAD TRAILS CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-0000

PEACE RIVER ELECTRIC COOPERATIVE, INC.
PO BOX 1547
WAUCHULA FL 33873-1547



Account
213648005

Service Address
12104 HIDDEN VISTA DR

Service Description
PUMP

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
38697616	01/01/2026	01/31/2026	13,380	13,573	1.0	193	4.16

Account Summary			Current Charges			GS-S
Previous Balance		\$54.37	Facilities Use Charge			\$28.00
Payment(s) Made		-\$54.37	Energy Charge	193 kWh @ 0.121		\$23.35
Balance Forward		\$0.00	CPA	193 kWh @ -0.005		-\$0.97
Current Charges		\$52.89	Property Tax Recovery Fee			\$1.19
Total Amount Due		\$52.89	Gross Receipts Tax			\$1.32
			Total Current Charges			\$52.89
Total Amount Due						\$52.89





PRECO Offers \$140,000 in College Scholarships

Application deadline is February 28
Apply online at www.preco.coop/community/scholarships






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799366433650001102602136480058

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The majority of participating locations will accept cash payments up to a maximum amount of \$500.00.






BUCKHEAD TRAILS CDD

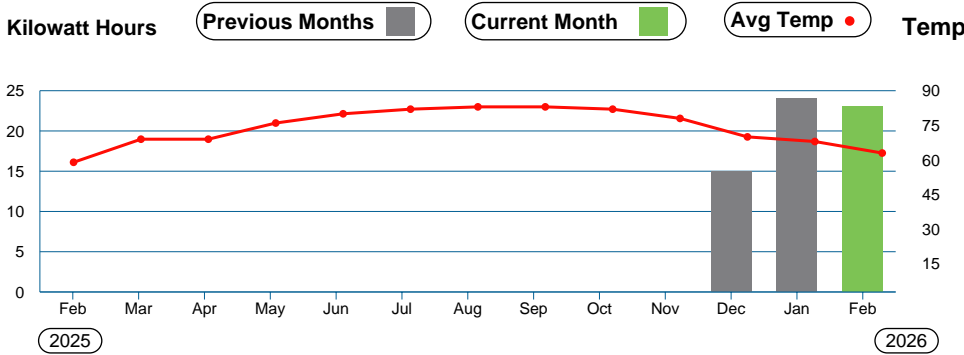
Bill Date 02/05/2026
Account # 213648006
Member # 219443

Customer Care 800-282-3824 8am - 5pm M-F
Pay by Phone 855-937-1752
Outage 800-282-3824 24/7
Website www.preco.coop



TOTAL AMOUNT DUE
\$92.27
Pay by 02/26/2026

Monthly Energy Use



Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison

23 kWh This Month 30 Days
24 kWh Last Month 31 Days
0 kWh This Month Last Year 30 Days

Your Average Daily Use

1 kWh Use
\$1.02 Day Cost not including taxes and fees

Please make check payable to PRECO in U.S. funds and return this portion with your payment.



PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account # 213648006
Service Address 10980 GENTLE CURRENT WAY

Total Amount Due **\$92.27**
Pay by 02/26/2026



BUCKHEAD TRAILS CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-0000

PEACE RIVER ELECTRIC COOPERATIVE, INC.
PO BOX 1547
WAUCHULA FL 33873-1547



Account
213648006

Service Address
10980 GENTLE CURRENT WAY

Service Description
PUMP

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
41020259	01/01/2026	01/31/2026	39	62	1.0	23	0.063

Account Summary

Previous Balance	\$92.27
Payment(s) Made	-\$92.27
Balance Forward	\$0.00
Current Charges	\$92.27
Total Amount Due	\$92.27

Current Charges **GS-S**

Facilities Use Charge	\$28.00
Kva Min Up Charge	\$57.22
Energy Charge	23 kWh @ 0.121 \$2.78
CPA	23 kWh @ -0.005 -\$0.12
Property Tax Recovery Fee	\$2.08
Gross Receipts Tax	\$2.31
Total Current Charges	\$92.27

Total Amount Due **\$92.27**





PRECO Offers \$140,000 in College Scholarships

Application deadline is February 28
Apply online at www.preco.coop/community/scholarships









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799366433650001102602136480066

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The majority of participating locations will accept cash payments up to a maximum amount of \$500.00.



TAMPA ELECTRIC COMPANY
 PO Box 111
 Tampa, FL 33601-0111

Phone: 813-228-4111

**** Invoice ****

Bill To :
BUCKHEAD TRAILS I CDD
 2005 PAN AM CIRCLE STE 300
 TAMPA, FL 33607-6008 US

Invoice#: 5000046784
Contract#: 3000000379
 Terms: NT30

Invoice Date: 02/16/2026
Due Date: 03/18/2026

Billing Period:
 12/28/2025-01/27/2026

Contract Start Date: 08/28/2024
 Customer Number: 13466
 Company Code: 2201

Item #:	DESCRIPTION	RATE	QTY	AMOUNT
	Streetlight Lighting Agreement for Buckhead Trails Community Development District Roundabout & Main Arterials Located at SW corner, Interstate I-75 & Buckeye Road Manatee County, FL. Installation of 20 lights @ \$55.00 per light			
1	TOTAL DUE	\$1,100.00	1.000	\$1,100.00
Subtotal				\$1,100.00
Tax				\$0.00
Total				\$1,100.00

PLEASE ATTACH SLIP TO CHECK

BUCKHEAD TRAILS I CDD

Please Mail Check Payable To :

Wire Transfer Details:

Total: \$1,100.00
Invoice#: 5000046784
 Customer Number: 13466

TAMPA ELECTRIC COMPANY
 Attn: Payments Team
 PO Box 111
 Tampa, FL 33601-0111
 813-228-4111

JP Morgan Chase Bank
 ABA # : 021 000 021
 Account # : 304 283 304



TAMPA ELECTRIC COMPANY
 PO Box 111
 Tampa, FL 33601-0111

Phone: 813-228-4111

**** Invoice ****

Bill To :
BUCKHEAD TRAILS I CDD
 2005 PAN AM CIRCLE STE 300
 TAMPA, FL 33607-6008 US

Invoice#: 5000046783
Contract#: 300000377
 Terms: NT30

Invoice Date: 02/16/2026
Due Date: 03/18/2026

Billing Period:
 12/30/2025-01/29/2026

Contract Start Date: 05/30/2024
 Customer Number: 13466
 Company Code: 2201

Item #:	DESCRIPTION	RATE	QTY	AMOUNT
	Streetlight Lighting Agreement for Buckhead Trails Community Development District			
	(196) 23W Campana lights on 19' Verreawood Poles			
	Oakfield Lakes - PH1A, 1B, 2A, and 3			
1	Total Due	\$10,094.00	1.000	\$10,094.00
Subtotal				\$10,094.00
Tax				\$0.00
Total				\$10,094.00

PLEASE ATTACH SLIP TO CHECK

BUCKHEAD TRAILS I CDD

Please Mail Check Payable To :

Wire Transfer Details:

Total: \$10,094.00
Invoice#: 5000046783
 Customer Number: 13466

TAMPA ELECTRIC COMPANY
 Attn: Payments Team
 PO Box 111
 Tampa, FL 33601-0111
 813-228-4111

JP Morgan Chase Bank
 ABA # : 021 000 021
 Account # : 304 283 304

Attendance Confirmation

for
BOARD OF SUPERVISORS

District Name: Buckhead Trails

Board Meeting Date: February 25, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	x	\$200.00
2 Ryan Motko	x	\$200.00
3 Albert Viera	x	\$200.00
4 Nick Dister	x	\$200.00
5 Austin Berns	x	\$200.00

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

District Manager Signature

Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****

REVISED 2/25/2026 14:40

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Buckhead Trails

Board Meeting Date: February 25, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	x	\$200.00
2 Ryan Motko	x	\$200.00
3 Albert Viera	x	\$200.00
4 Nick Dister	x	\$200.00
5 Austin Berns	x	\$200.00

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

District Manager Signature

Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****

REVISED 2/25/2026 14:40

INVOICE

BAYHEAD ECOLOGICAL SOLUTIONS LLC
PO Box 1256
Palm Harbor, FL 34682

jbusch@bayheadecological.com
+1 (727) 482-2480
www.bayheadecological.net



Bill to
Buckhead Trail CDD Inframark

Ship to
Buckhead Trail CDD Inframark

Invoice details

Invoice no.: 2690
Terms: Net 30
Invoice date: 03/01/2026
Due date: 03/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	C: 0099EPG\003-Buckhead Trail CDD Inframark\Bi-Monthly Maintenance	1	\$2,890.00	\$2,890.00

Total **\$2,890.00**

Ways to pay

BANK

Thank you for your business. We accept cash or checks.

Note to customer

Make all checks payable to Bayhead Ecological Solutions, LLC

[View and pay](#)

Attendance Confirmation

for
BOARD OF SUPERVISORS

District Name: Buckhead Trails

Board Meeting Date: February 25, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	x	\$200.00
2 Ryan Motko	x	\$200.00
3 Albert Viera	x	\$200.00
4 Nick Dister	x	\$200.00
5 Austin Berns	x	\$200.00

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

District Manager Signature

Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****

REVISED 2/25/2026 14:40

Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700



Invoice: #166485

January 2026

Customer

Buckhead Trails Pond Maintenance
Inframark
2005 Pan Am Circle Suite 300

Tampa, FL 33604

Property / Project Address

Buckhead Trails Pond Maintenance
10403 Buckeye Road
Ruskin, FL

Project/Job

Annuals installation - Jan 2026
Estimate # 137823

Invoice Date

1/30/2026

Date Due

2/14/2026

Terms

Net 15

Customer PO #

Invoice Details

Description of Services & Items	Unit	Quantity	Rate	Amount
#137823 - Annuals installation - Jan 2026				\$3,398.50
Install (300) Sunpatiens at front entrances and all monument signs.				

Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

LCE025: Tree/Plant Installation				\$3,313.50
Site Prep, Removal, & Disposal (E) (Labor)				\$510.00
Sunpatiens (Material)	1 Gallon Plant	300.00	\$9.35	\$2803.50
LCE005: Irrigation Installation				\$85.00
Irrigation Labor (Hide) (Labor)				\$85.00

<p>Billing Questions rhonda.culotta@down2earthinc.com (904) 780-2257</p> <p>Visit us at https://dtelandscape.com for all other questions or concerns.</p>	To make payment by ACH (electronic check) or credit card , please click the link below. There is no fee for ACH payments, and a 3% processing fee for credit card payments.	Subtotal	\$3,398.50
	https://huntington.billeri.com/ebpp/DownToEarth/	Sales Tax	\$0.00
		Total	\$3,398.50
		Credits/Payments	(\$0.00)
		Balance Due	\$3,398.50

Late Payments are subject to an 18% per annum interest rate, applied daily, on the overdue balance. A processing fee of 2.75% will be added to all credit card payments. See Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.



Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #137823

Customer Address

Inframark
Jayna Cooper
2005 Pan Am Circle Suite 300
Tampa, Florida 33604
Jayna.Cooper@inframark.com
813-608-8242

Billing Address

Jayna Cooper
Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33604

Physical Job Address

Buckhead Trails Pond Maintenance
10403 Buckeye Road
Ruskin, FL

Job

Annuals installation - Jan 2026

Estimated Job Start Date

January 26, 2026

Proposed By

Alexandra Steiner

Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep, Removal, & Disposal (E)				\$510.00
Sunpatiens	1 Gallon Plant	300	\$9.35	\$2,803.50
Irrigation Installation				
Irrigation Labor (Hide)				\$85.00
			Subtotal	\$3,398.50
			Estimated Tax	\$0.00
			Job Total	\$3,398.50

Install (300) Sunpatiens at front entrances and all monument signs.

Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

Proposed By:

Alexandra Steiner
Down to Earth

01/13/2026

Date

Agreed & Accepted By:

Jayna Cooper

1-14-26

Inframark

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.



Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #137823

Customer Address

Inframark
Jayna Cooper
2005 Pan Am Circle Suite 300
Tampa, Florida 33604
Jayna.Cooper@inframark.com
813-608-8242

Billing Address

Jayna Cooper
Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33604

Physical Job Address

Buckhead Trails Pond Maintenance
10403 Buckeye Road
Ruskin, FL

Job

Annuals installation - Jan 2026

Estimated Job Start Date

January 26, 2026

Proposed By

Alexandra Steiner

Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep, Removal, & Disposal (E)				\$510.00
Sunpatiens	1 Gallon Plant	300	\$9.35	\$2,803.50
Irrigation Installation				
Irrigation Labor (Hide)				\$85.00
			Subtotal	\$3,398.50
			Estimated Tax	\$0.00
			Job Total	\$3,398.50

Install (300) Sunpatiens at front entrances and all monument signs.

Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

Proposed By:

Alexandra Steiner
Down to Earth

01/13/2026

Date

Agreed & Accepted By:

Jayna Cooper

1-14-26

Inframark

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.

Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700



Invoice: #166486

January 2026

Customer

Buckhead Trails Pond Maintenance
Inframark
2005 Pan Am Circle Suite 300

Tampa, FL 33604

Property / Project Address

Buckhead Trails Pond Maintenance
10403 Buckeye Road
Ruskin, FL

Project/Job

Mulch - Jan 2026
Estimate # 138248

Invoice Date

1/30/2026

Date Due

2/14/2026

Terms

Net 15

Customer PO #

Invoice Details

Description of Services & Items	Unit	Quantity	Rate	Amount
---------------------------------	------	----------	------	--------

#138248 - Mulch - Jan 2026

\$3,763.00

Mulch high-vis areas: entrance beds, monument signs and middle medians

Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

LCE025: Tree/Plant Installation \$3,763.00

Site Prep, Removal, & Disposal (E) (Labor)

\$1360.00

Cocoa Mulch (Material)

2 Cubic Foot Bag

300.00

\$8.01

\$2403.00

Billing Questions

rhonda.culotta@down2earthinc.com
(904) 780-2257

Visit us at <https://dtlandscape.com> for all other questions or concerns.

To make payment by **ACH (electronic check)** or **credit card**, please click the link below. There is **no fee** for ACH payments, and a **3% processing fee** for credit card payments.

<https://huntington.billeri.com/ebpp/DownToEarth/>

Subtotal	\$3,763.00
Sales Tax	\$0.00
Total	\$3,763.00
Credits/Payments	(\$0.00)
Balance Due	\$3,763.00



Down to Earth Landscape & Irrigation

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #138248

Customer Address

Inframark
Jayna Cooper
2005 Pan Am Circle Suite 300
Tampa, Florida 33604
Jayna.Cooper@inframark.com
813-608-8242

Billing Address

Jayna Cooper
Inframark
2005 Pan Am Circle Suite 300
Tampa, FL 33604

Physical Job Address

Buckhead Trails Pond Maintenance
10403 Buckeye Road
Ruskin, FL

<u>Job</u>	<u>Estimated Job Start Date</u>	<u>Proposed By</u>	<u>Due Date</u>
Mulch - Jan 2026	January 26, 2026	Alexandra Steiner	

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep, Removal, & Disposal (E)				\$1,360.00
Cocoa Mulch	2 Cubic Foot Bag	300	\$8.01	\$2,403.00
			Subtotal	\$3,763.00
			Estimated Tax	\$0.00
			Job Total	\$3,763.00

Mulch high-vis areas: entrance beds, monument signs and middle medians

Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

Proposed By:

Alexandra Steiner
Down to Earth

01/16/2026
Date

Agreed & Accepted By:

Signed by: Kollamay Turkoane 1/16/2026
1F38E9E79500445...
 Inframark Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.



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Mulch - Jan 2026	January 26, 2026	Alexandra Steiner	

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Tree/Plant Installation				
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Proposed By:

Alexandra Steiner
Down to Earth

01/16/2026
Date

Agreed & Accepted By:

Signed by: Kollamay Turkoane 1/16/2026
1F3BE9E79500445...
 Inframark Date

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Attendance Confirmation

for
BOARD OF SUPERVISORS

District Name: Buckhead Trails

Board Meeting Date: February 25, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	x	\$200.00
2 Ryan Motko	x	\$200.00
3 Albert Viera	x	\$200.00
4 Nick Dister	x	\$200.00
5 Austin Berns	x	\$200.00

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

District Manager Signature

Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****

REVISED 2/25/2026 14:40

INVOICE

PACSCON GeoEnvironmental, Inc.
4517 George Road, Suite 220
Tampa, FL 33634

accounting@pacskon.com
+1 (813) 563-0440
www.pacscon.com



Inframark: Buckhead Trails CDD, Parrish, FL (2024-2215)

Bill to

Ms. Jayna Cooper, CDM
District Manager
Inframark Infrastructure Management
Services
2654 Cypress Ridge Blvd., Suite 101
Wesley Chapel, FL 33544

Invoice details

Invoice no.: 2539
Terms: Net 30
Invoice date: 02/14/2026
Due date: 03/16/2026

Site Name & Location: Oakfield Lakes,
Parrish, FL
PACSCON Number: 2024-2215
Client Number: N/A

#	Date	Product or service	Description	Est. Total	Invoiced	Qty	Rate	Amount	Remaining
1.	01/30/2026	PS - Lump Sum	Completion of WUP monitoring & meter reading services January 30, 2026 Site Visit & SWFWMD Data Reporting	\$12,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00	\$11,000.00

Total **\$1,000.00**

Ways to pay

BANK

Please remit payment to:

4517 George Road, Suite 220
Tampa, FL 33634

ACH payments are gladly accepted.

If you wish to pay by credit card, please contact us at
accounting@pacskon.com.

Note to customer

Thank you for selecting PACSCON! Please contact us if you have any questions regarding this invoice.

[View and pay](#)

Attendance Confirmation

for
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District Name: Buckhead Trails

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District Manager Signature

Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE ****

REVISED 2/25/2026 14:40

***Buckhead Trials
Community
Development
District***

Financial Report

February 28, 2026

CLEAR PARTNERSHIPS



BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of February 28, 2026

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2022 DEBT SERVICE FUND	SERIES 2024 DEBT SERVICE FUND	SERIES 2022	SERIES 2024	GENERAL FIXED ASSETS FUND	GENERAL LONG-TERM DEBT FUND	TOTAL
				CAPITAL PROJECTS FUND	CAPITAL PROJECT FUNDS			
ASSETS								
Cash In Bank	\$ 1,091,802	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,091,802
Accounts Receivable - Off Roll Billing	-	214,655	132,902	-	-	-	-	347,557
Due From Other Funds	2,024	1,780	-	-	-	-	-	3,804
Investments:								
Acq. & Construction - Amenity	-	-	-	862,986	-	-	-	862,986
Acq. & Construction - Other	-	-	-	-	131	-	-	131
Prepayment Account	-	-	446,440	-	-	-	-	446,440
Reserve Fund	-	435,564	331,845	-	-	-	-	767,409
Revenue Fund	-	800,358	440,476	-	-	-	-	1,240,834
Fixed Assets								
Construction Work In Process	-	-	-	-	-	25,190,737	-	25,190,737
Amount To Be Provided	-	-	-	-	-	-	21,460,000	21,460,000
TOTAL ASSETS	\$ 1,093,826	\$ 1,452,357	\$ 1,351,663	\$ 862,986	\$ 131	\$ 25,190,737	\$ 21,460,000	\$ 51,411,700
LIABILITIES								
Accounts Payable	\$ 6,253	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,253
Loan Payable - Valley LOC	-	-	-	-	-	-	150,000	150,000
Bonds Payable	-	-	-	-	-	-	21,310,000	21,310,000
Due To Other Funds	-	-	-	3,804	-	-	-	3,804
TOTAL LIABILITIES	6,253	-	-	3,804	-	-	21,460,000	21,470,057

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of February 28, 2026

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2022 DEBT SERVICE FUND	SERIES 2024 DEBT SERVICE FUND	SERIES 2022	SERIES 2024	GENERAL FIXED ASSETS FUND	GENERAL LONG-TERM DEBT FUND	TOTAL
				CAPITAL PROJECTS FUND	CAPITAL PROJECT FUNDS			
FUND BALANCES								
Restricted for:								
Debt Service	-	1,452,357	1,351,663	-	-	-	-	2,804,020
Capital Projects	-	-	-	859,182	131	-	-	859,313
Unassigned:	1,087,573	-	-	-	-	25,190,737	-	26,278,310
TOTAL FUND BALANCES	1,087,573	1,452,357	1,351,663	859,182	131	25,190,737	-	29,941,643
TOTAL LIABILITIES & FUND BALANCES	\$ 1,093,826	\$ 1,452,357	\$ 1,351,663	\$ 862,986	\$ 131	\$ 25,190,737	\$ 21,460,000	\$ 51,411,700

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ -	\$ 9,347	\$ 9,347	0.00%
Interest - Tax Collector	-	55	55	0.00%
Special Assmnts- Tax Collector	1,440,695	828,241	(612,454)	57.49%
Special Assmnts- CDD Collected	-	475,205	475,205	0.00%
Other Miscellaneous Revenues	-	450	450	0.00%
TOTAL REVENUES	1,440,695	1,313,298	(127,397)	91.16%

EXPENDITURES

Administration

Supervisor Fees	12,000	2,600	9,400	21.67%
ProfServ-Administrative	4,500	1,500	3,000	33.33%
ProfServ-Construction Accounting	6,000	1,000	5,000	16.67%
ProfServ-Dissemination Agent	10,000	8,333	1,667	83.33%
Field Management	16,000	5,333	10,667	33.33%
ProfServ-Info Technology	600	200	400	33.33%
ProfServ-Recording Secretary	2,400	800	1,600	33.33%
ProfServ-Trustee Fees	6,500	-	6,500	0.00%
District Counsel	15,000	7,260	7,740	48.40%
District Engineer	12,500	2,915	9,585	23.32%
District Manager	25,000	8,333	16,667	33.33%
Accounting Services	9,000	4,000	5,000	44.44%
Auditing Services	7,000	7,100	(100)	101.43%
Website Compliance	1,600	-	1,600	0.00%
Postage	500	39	461	7.80%
Rentals & Leases	600	200	400	33.33%
Insurance - General Liability	3,846	3,494	352	90.85%
Public Officials Insurance	2,738	2,738	-	100.00%
Insurance -Property & Casualty	25,000	-	25,000	0.00%
Insurance Deductible	2,500	-	2,500	0.00%
Legal Advertising	3,500	400	3,100	11.43%
Bank Fees	100	473	(373)	473.00%
Financial & Revenue Collections	5,000	1,667	3,333	33.34%
Meeting Expense	1,000	68	932	6.80%
Entry System-Key Fob	2,000	-	2,000	0.00%

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Website Administration	1,200	400	800	33.33%
Dues, Licenses, Subscriptions	175	175	-	100.00%
Loan Repayment Expense	50,000	-	50,000	0.00%
Interest Expense- Loan	7,650	1,192	6,458	15.58%
Total Administration	233,909	60,220	173,689	25.75%
<u>Utility Services</u>				
Amenity - Internet	900	-	900	0.00%
Electricity - Streetlights	362,226	79,005	283,221	21.81%
Water/Waste	10,000	-	10,000	0.00%
Utility - Electric	35,000	6,939	28,061	19.83%
Total Utility Services	408,126	85,944	322,182	21.06%
<u>Other Physical Environment</u>				
Contracts-Janitorial Services	10,000	-	10,000	0.00%
Contracts-Pools	20,000	-	20,000	0.00%
Amenity Center Pest Control	1,200	-	1,200	0.00%
R&M-Pools	3,000	-	3,000	0.00%
R&M-Monument, Entrance & Wall	10,000	-	10,000	0.00%
R&M Landscape	20,000	13,835	6,165	69.18%
R&M-Security Cameras	2,000	-	2,000	0.00%
Security System Monitoring	6,000	-	6,000	0.00%
R&M - Amenity Center	6,000	-	6,000	0.00%
Sidewalk & Pavement Repair	2,000	-	2,000	0.00%
Garbage Collection	2,000	-	2,000	0.00%
Furniture Repair/Replacement	5,000	-	5,000	0.00%
Access Control Maintenance & Repair	1,500	-	1,500	0.00%
Special Events	2,000	-	2,000	0.00%
Storm Cleanup Contingency	20,000	-	20,000	0.00%
Misc-Contingency	10,000	13,148	(3,148)	131.48%
Dog Waste Station Supplies	4,000	-	4,000	0.00%
Total Other Physical Environment	124,700	26,983	97,717	21.64%

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Maintenance and Landscaping</u>				
Wildlife Control	9,000	-	9,000	0.00%
Contracts-Landscape	500,000	79,919	420,081	15.98%
Contracts-Aquatic Control	60,000	5,835	54,165	9.73%
Water/Sewer Meter Reading	12,000	5,000	7,000	41.67%
Landscape -Plant Replacement	30,000	-	30,000	0.00%
Landscape - Annuals	12,500	-	12,500	0.00%
Landscape - Mulch	35,000	3,763	31,237	10.75%
Mitigation Maintenance	11,560	12,584	(1,024)	108.86%
Herbaceous Treatment - Amenity	3,900	1,950	1,950	50.00%
Total Maintenance and Landscaping	673,960	109,051	564,909	16.18%
TOTAL EXPENDITURES	1,440,695	282,198	1,158,497	19.59%
Excess (deficiency) of revenues				
Over (under) expenditures	-	1,031,100	1,031,100	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		56,473		
FUND BALANCE, ENDING		\$ 1,087,573		

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026
Series 2022 Debt Service Fund (200)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ -	\$ 18,383	\$ 18,383	0.00%
Special Assmnts- Tax Collector	874,263	685,652	(188,611)	78.43%
Special Assmnts- CDD Collected	-	521,088	521,088	0.00%
TOTAL REVENUES	874,263	1,225,123	350,860	140.13%
EXPENDITURES				
<u>Debt Service</u>				
Principal Debt Retirement	200,000	-	200,000	0.00%
Interest Expense	674,263	337,131	337,132	50.00%
Total Debt Service	874,263	337,131	537,132	38.56%
TOTAL EXPENDITURES	874,263	337,131	537,132	38.56%
Excess (deficiency) of revenues Over (under) expenditures	-	887,992	887,992	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Operating Transfers-Out	-	(435,564)	(435,564)	0.00%
TOTAL FINANCING SOURCES (USES)	-	(435,564)	(435,564)	0.00%
Net change in fund balance	\$ -	\$ 452,428	\$ 452,428	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		999,929		
FUND BALANCE, ENDING		\$ 1,452,357		

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026
Series 2024 Debt Service Fund (203)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ -	\$ 43,708	\$ 43,708	0.00%
Special Assmnts- Tax Collector	1,122,816	186,834	(935,982)	16.64%
Special Assmnts- CDD Collected	-	368,550	368,550	0.00%
TOTAL REVENUES	1,122,816	599,092	(523,724)	53.36%
EXPENDITURES				
Debt Service				
Principal Debt Retirement	230,000	4,365,000	(4,135,000)	1897.83%
Interest Expense	892,816	387,329	505,487	43.38%
Total Debt Service	1,122,816	4,752,329	(3,629,513)	423.25%
TOTAL EXPENDITURES	1,122,816	4,752,329	(3,629,513)	423.25%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(4,153,237)	(4,153,237)	0.00%
OTHER FINANCING SOURCES (USES)				
Operating Transfers-Out	-	(331,845)	(331,845)	0.00%
TOTAL FINANCING SOURCES (USES)	-	(331,845)	(331,845)	0.00%
Net change in fund balance	\$ -	\$ (4,485,082)	\$ (4,485,082)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		5,836,745		
FUND BALANCE, ENDING		\$ 1,351,663		

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026
Series 2022 Capital Projects Fund (300)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ -	\$ 12,833	\$ 12,833	0.00%
TOTAL REVENUES	-	12,833	12,833	0.00%
EXPENDITURES				
Construction In Progress				
Construction in Progress	-	435,570	(435,570)	0.00%
Total Construction In Progress	-	435,570	(435,570)	0.00%
TOTAL EXPENDITURES	-	435,570	(435,570)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	(422,737)	(422,737)	0.00%
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	435,564	435,564	0.00%
TOTAL FINANCING SOURCES (USES)	-	435,564	435,564	0.00%
Net change in fund balance	\$ -	\$ 12,827	\$ 12,827	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		846,355		
FUND BALANCE, ENDING		\$ 859,182		

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026
Series 2024 Capital Project Funds (303)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ -	\$ 3,148	\$ 3,148	0.00%
TOTAL REVENUES	-	3,148	3,148	0.00%
EXPENDITURES				
Construction In Progress				
Construction in Progress	-	830,499	(830,499)	0.00%
Total Construction In Progress	-	830,499	(830,499)	0.00%
TOTAL EXPENDITURES	-	830,499	(830,499)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	(827,351)	(827,351)	0.00%
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	331,845	331,845	0.00%
TOTAL FINANCING SOURCES (USES)	-	331,845	331,845	0.00%
Net change in fund balance	\$ -	\$ (495,506)	\$ (495,506)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		495,637		
FUND BALANCE, ENDING		\$ 131		

Bank Account Statement

Buckhead Trails CDD

Bank Account No. 7209
Statement No. 26-02

Statement Date 02/28/2026

G/L Account No. 101002 Balance	1,091,802.30	Statement Balance	1,107,796.27
		Outstanding Deposits	0.00
Positive Adjustments	0.00	Subtotal	1,107,796.27
Subtotal	1,091,802.30	Outstanding Checks	-15,993.97
Negative Adjustments	0.00	Ending Balance	1,091,802.30
Ending G/L Balance	1,091,802.30		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
02/28/2026		JE000925	Interest -	Interest Earned	2,976.33	2,976.33	0.00
02/28/2026		JE000926	District Counsel	ADJE Check 1060	0.45	0.45	0.00
02/19/2026		JE000927	Special Assmnts- CDD Collected	Lot C Losing O&M	27,905.99	27,905.99	0.00
02/28/2026		JE000928	Miscellaneous Revenues	Easement Revenue	150.00	150.00	0.00
Total Deposits					31,032.77	31,032.77	0.00
Checks							
							0.00
01/21/2026	Payment	1056	TAMPA ELECTRIC	Check for Vendor V00038	-11,194.00	-11,194.00	0.00
01/27/2026	Payment	1057	FPL	Check for Vendor V00049	-40.79	-40.79	0.00
01/27/2026	Payment	1059	STANTEC CONSULTING SERVICES INC	Check for Vendor V00021	-667.25	-667.25	0.00
01/27/2026	Payment	1060	STRALEY ROBIN VERICKER	Check for Vendor V00003	-3,820.95	-3,820.95	0.00
01/29/2026	Payment	1061	ALBERTO VIERA	Check for Vendor V00012	-200.00	-200.00	0.00
01/29/2026	Payment	1062	AUSTIN BERNS	Check for Vendor V00022	-200.00	-200.00	0.00
01/29/2026	Payment	1063	BUCKHEAD TRAILS CDD	Check for Vendor V00018	-1,815.25	-1,815.25	0.00
01/29/2026	Payment	1064	CARLOS DE LA OSSA	Check for Vendor V00013	-200.00	-200.00	0.00
02/03/2026	Payment	1066	DOWN TO EARTH	Check for Vendor V00031	-388.00	-388.00	0.00
02/03/2026	Payment	1067	SITEX AQUATICS, LLC	Check for Vendor V00030	-2,055.00	-2,055.00	0.00
02/09/2026	Payment	1068	DOWN TO EARTH	Check for Vendor V00031	-7,161.50	-7,161.50	0.00
02/17/2026	Payment	1070	DOWN TO EARTH	Check for Vendor V00031	-15,946.18	-15,946.18	0.00
02/17/2026	Payment	1071	PEACE RIVER ELECTRIC	Check for Vendor V00032	-925.65	-925.65	0.00
02/19/2026	Payment	1072	ALBERTO VIERA - REIMB	Check for Vendor V00026	-67.64	-67.64	0.00
02/20/2026	Payment	1073	FPL	Check for Vendor V00049	-124.33	-124.33	0.00

Bank Account Statement

Buckhead Trails CDD

Bank Account No. 7209

Statement No. 26-02

Statement Date

02/28/2026

02/26/2026	Payment	1081	CARLOS DE LA OSSA	Check for Vendor V00013	-200.00	-200.00	0.00
Total Checks					-45,006.54	-45,006.54	0.00

Adjustments

Total Adjustments

Outstanding Checks

01/29/2026	Payment	1065	RYAN MOTKO	Check for Vendor V00015		-200.00	
02/17/2026	Payment	1069	BUSINESS OBSERVER	Check for Vendor V00017		-179.38	
02/26/2026	Payment	1074	BUSINESS OBSERVER	Check for Vendor V00017		-150.94	
02/26/2026	Payment	1075	DOWN TO EARTH	Check for Vendor V00031		-2,461.67	
02/26/2026	Payment	1076	INFRAMARK LLC	Check for Vendor V00007		-7.98	
02/26/2026	Payment	1077	PACSON GEOENVIRONMEN TAL, INC.	Check for Vendor V00043		-1,000.00	
02/26/2026	Payment	1078	TAMPA ELECTRIC	Check for Vendor V00038		-11,194.00	
02/26/2026	Payment	1079	ALBERTO VIERA	Check for Vendor V00012		-200.00	
02/26/2026	Payment	1080	AUSTIN BERNS	Check for Vendor V00022		-200.00	
02/26/2026	Payment	1082	NICHOLAS J. DISTER	Check for Vendor V00014		-200.00	
02/26/2026	Payment	1083	RYAN MOTKO	Check for Vendor V00015		-200.00	
Total Outstanding Checks						-15,993.97	

Outstanding Deposits

Total Outstanding Deposits

BUCKHEAD TRAILS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 02/01/2026 to 02/28/2026

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Vendor	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<u>GENERAL FUND - 001</u>									
001	1066	02/03/26	V00031	DOWN TO EARTH	164909	JAN 26-IRRIGATION REPAIRS	IRRIGATION REPAIRS	546259-53908	\$27.00
001	1066	02/03/26	V00031	DOWN TO EARTH	164906	JAN 26-IRRIGATION REPAIRS	IRRIGATION REPAIRS	546259-53908	\$361.00
001	1067	02/03/26	V00030	SITEX AQUATICS, LLC	10754-B	FEB 26-AQUATIC MAINTENANCE	AQUATIC MAINTENANCE	534067-53911	\$2,055.00
001	1068	02/09/26	V00031	DOWN TO EARTH	166485	JAN 26-ANNUALS FLOWERS	ANNUALS INSTALL	546259-53908	\$3,398.50
001	1068	02/09/26	V00031	DOWN TO EARTH	166486	JAN 26-MULCH	MULCH	546246-53911	\$3,763.00
001	1069	02/17/26	V00017	BUSINESS OBSERVER	26-00236M	FEB 26-LEGAL ADVERTISING	LEGAL ADVERTISING	548002-51301	\$72.19
001	1069	02/17/26	V00017	BUSINESS OBSERVER	26-00235M	FEB 26-LEGAL ADVERTISING	LEGAL ADVERTISING	548002-51301	\$107.19
001	1070	02/17/26	V00031	DOWN TO EARTH	165862	FEB 26-LANDSCAPE CONTRACT	LANDSCAPE MAINTENANCE	534050-53911	\$15,946.18
001	1071	02/17/26	V00032	PEACE RIVER ELECTRIC	213648008 020526	SERVICE 01/01/26 - 01/31/26	Utility - Electric	543041-53150	\$215.01
001	1071	02/17/26	V00032	PEACE RIVER ELECTRIC	213648002 020526	SERVICE 01/01/26 - 01/31/26	Utility - Electric	543041-53150	\$158.74
001	1071	02/17/26	V00032	PEACE RIVER ELECTRIC	213648001 020526	SERVICE 01/01/26 - 01/31/26	Utility - Electric	543041-53150	\$114.17
001	1071	02/17/26	V00032	PEACE RIVER ELECTRIC	213648003 020526	SERVICE 01/01/26 - 01/31/26	Utility - Electric	543041-53150	\$107.11
001	1071	02/17/26	V00032	PEACE RIVER ELECTRIC	213648004 020526	SERVICE 01/01/26 - 01/31/26	Utility - Electric	543041-53150	\$109.54
001	1071	02/17/26	V00032	PEACE RIVER ELECTRIC	213648007 020526	SERVICE 01/01/26 - 01/31/26	Utility - Electric	543041-53150	\$75.92
001	1071	02/17/26	V00032	PEACE RIVER ELECTRIC	213648005 020526	SERVICE 01/01/26 - 01/31/26	Utility - Electric	543041-53150	\$52.89
001	1071	02/17/26	V00032	PEACE RIVER ELECTRIC	213648006 020526	ELECTRIC 01/01/26-01/31/26	ELECTRIC	543041-53150	\$92.27
001	1072	02/19/26	V00026	ALBERTO VIERA - REIMB	AV REIMB	MILEAGE REIMBURSEMENT	REIMBURSEMENT	549800-51301	\$67.64
001	1073	02/20/26	V00049	FPL	021326-56533	ELECTRIC 01/13/26-02/13/26	ELECTRIC	543013-53150	\$124.33
001	1074	02/26/26	V00017	BUSINESS OBSERVER	26-00255M	FEB 26-LEGAL ADVERTISING	LEGAL ADVERTISING	548002-51301	\$150.94
001	1075	02/26/26	V00031	DOWN TO EARTH	167081	FEB 26-IRRIGATION SERVICES	IRRIGATION REPAIRS	534050-53911	\$16.00
001	1075	02/26/26	V00031	DOWN TO EARTH	167080	FEB 26-ANNUALS PLANT REPLACEMENTS	ANNUALS INSTALL	546259-53908	\$2,445.67
001	1076	02/26/26	V00007	INFRAMARK LLC	171433	JAN 26-POSTAGE	POSTAGE	541010-51301	\$7.98
001	1077	02/26/26	V00043	PACSON GEOENVIRONMENTAL, INC.	2539	FEB 26-COMPLETION OF WUP MONITORING	METER READING	543032-53911	\$1,000.00
001	1078	02/26/26	V00038	TAMPA ELECTRIC	5000046784	FEB 26-STREET LIGHTING	Electric - Streetlight Agreement	543013-53150	\$1,100.00
001	1078	02/26/26	V00038	TAMPA ELECTRIC	5000046783	FEB 26-STREET LIGHTING	Electric - Streetlight Agreement	543013-53150	\$10,094.00
001	1079	02/26/26	V00012	ALBERTO VIERA	AV-022526	BOARD 02/25/26	Supervisor Fees	511100-51301	\$200.00
001	1080	02/26/26	V00022	AUSTIN BERNS	AB-022526	BOARD 02/25/26	Supervisor Fees	511100-51301	\$200.00
001	1081	02/26/26	V00013	CARLOS DE LA OSSA	CO-022526	BOARD 02/25/26	Supervisor Fees	511100-51301	\$200.00
001	1082	02/26/26	V00014	NICHOLAS J. DISTER	ND-022526	BOARD 02/25/26	Supervisor Fees	511100-51301	\$200.00
001	1083	02/26/26	V00015	RYAN MOTKO	RM-022526	BOARD 02/25/26	Supervisor Fees	511100-51301	\$200.00
Fund Total									\$42,662.27

Total Checks Paid	\$42,662.27
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Prepared by and return to:
Cari Allen Webster, Esq.
Straley Robin Vericker
1510 W. Cleveland St.
Tampa, FL 33606
Parcel No.: 589103259

Easement Encroachment Agreement

This Easement Encroachment Agreement (this "Agreement") is entered into as of January 21, 2026 (the "Effective Date"), between the **Buckhead Trails Community Development District** (the "District") whose mailing address is c/o Inframark, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, and **Matthew David Craig and Jessica Lea Craig** (collectively the "Landowner"), whose mailing address is 12120 Wild Blue Place, Parrish, FL 34219.

WITNESSETH:

That for and in consideration of the sum of One Hundred and Fifty Dollars and Zero Cents (\$150.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises contained herein, the parties agree as follows:

1. **Landowner Property.** Landowner is the fee simple landowner of Lot 107, BUCKHEAD TRAILS PHASE IA (the "Property"), a subdivision according to the plat thereof recorded at Plat Book 80, Pages 120-130 (the "Plat"), of the Public Records of Manatee County, Florida (the "Plat"). Landowner agrees that it will not convey the Property until this Agreement is recorded in the official records of the Clerk of the Circuit Court of Manatee County.
2. **District Easement.** The District has a 10' Public Drainage Easement (the "Easement") on the Eastern side of the Property, as shown on the Plat. Landowner desires to encroach into the Easement by installing a fence as depicted in the site plan submitted (the "Improvements"). The Improvements may be installed as long as the Improvements include a gate on both the front and back fences of a minimum width of five (5) feet.
3. **Acknowledgment of Underground Drainage Pipes.** Landowner acknowledges that there are underground drainage pipes in the Easement in which the Improvements will be placed. Landowner agrees that the fence posts for the Improvements will not be installed more than eighteen inches (18") below ground to avoid the underground drainage pipes. If the fence posts require additional depth below ground for safe installation, the Landowner will require the installer or contractor to prod the ground to determine the exact location of the underground drainage pipe and certify that the fence posts will not conflict with the underground pipe in order to determine the desired depth for the fence posts. The Landowner will instruct the installer or the contractor

that any fence post placed over the pipe will have a six-inch (6") separation space between the top of the pipe and the bottom of the excavated area for installation of the fence posts. Landowner is responsible for locating all other underground utility lines and cables

4. **Installation and Maintenance of Improvements.** The Improvements shall be undertaken, completed and at all times maintained by Landowner in a good and workmanlike manner, using sound engineering, construction, and maintenance techniques and practices, strictly as described herein and in the location shown herein, and so as not to impede, impair, obstruct, damage, or interfere with drainage facilities or other facilities, structures, or improvements within and along the easement area or the use of the easement for public purposes. The Landowner shall be responsible for routine maintenance of the Improvements within the Easement. The Landowner shall allow the District access through the Easement.
5. **Permits, Approvals, and Compliance with Regulations.** Landowner shall apply for and obtain, at its sole cost and expense, all necessary federal, state, local and homeowners' association permits necessary to construct and maintain the Improvements, prior to undertaking any work. Landowner is responsible for locating all other underground utility lines and cables prior to installation.
6. **Term and Termination.**
 - a. This Agreement shall remain in effect in perpetuity until terminated by either party.
 - b. If Landowner fails to reimburse any costs owed to the District under this Agreement within 30 days, the District may terminate this Agreement with 10 days written notice.
 - c. If Landowner decides to remove the Improvements or elects not to replace the Improvements after they have been destroyed, either party may terminate this Agreement with 60 days written notice.
 - d. Upon termination of this Agreement, the District may record a Notice of Termination of Easement Encroachment Agreement in the official records of the Clerk of the Circuit Court of Manatee County.
 - e. At the termination of this Agreement, at the Landowner's sole cost and expense, the Landowner shall remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed.
 - f. If the Landowner does not remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed by the last day of this Agreement, the District may remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed, and the Landowner shall repay the District for all costs and expenses (including attorney's fees) incurred by the District.

7. **Indemnification.** Landowner agrees to indemnify, defend and hold the District, its Board of Supervisors and its members, employees, agents, and assigns harmless for: (1) any liability which may be incurred as a result of the approval, preparation, and execution of this Agreement; (2) any damage to the Improvements caused by the District or its agents; (3) any damage to the Easement or to any District or Manatee County improvements or structures located within the Easement; and (4) any claims for injury to any person or damages to any property because of the Improvements.
8. **Insurance.** Throughout the term of this Agreement, the Landowner shall maintain liability insurance covering any injuries or damages that may occur as a result the Improvements.
9. **Covenants Run with the Land.** The provisions of this Agreement shall be deemed covenants running with the title to the Property and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
10. **Governing Law and Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in the county in which the District is located.
11. **Attorney's Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
12. **No Title Search.** Both parties acknowledge and agree that this Agreement was drafted at the request of the parties without the benefit of a title search.
13. **Amendments.** This Agreement may only be amended in writing by the parties.
14. **Severability.** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be in existence.
15. **Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
16. **Entire Agreement.** This Agreement contains the entire agreement and neither party is

to rely upon any oral representations made by the other party.

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

[signatures pages to follow]

Witnesses:

[Signature]
Dennis DeAngelo
Print Name
8955 US Highway 301 Parrish FL 34219
Address

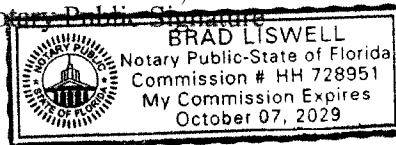
Jessica Lea Craig
Name: JESSICA LEA CRAIG
Landowner

[Signature]
Garrett Genter
Print Name
8955 US Highway 301 Parrish FL 34219
Address

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence on January 21st, 2026, by JESSICA LEA CRAIG, Landowner, who [] is personally known to me or [x] has produced Florida Drivers License (type of identification) as identification.


[Signature]
Notary Public Signature



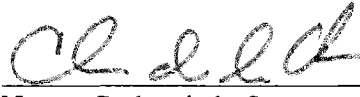
Notary Stamp

Witnesses:


**Buckhead Trails
Community Development District**



Print Name: Cari A. Webster
Address: 1510 W. Cleveland St.
Tampa, Florida 33606



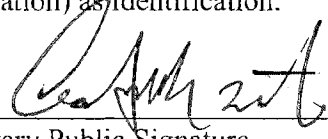
Name: Carlos de la Ossa
Title: Chair of the Board of Supervisors



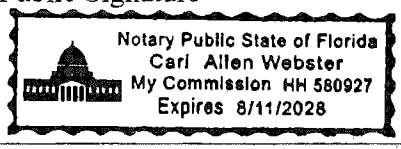
Print Name: Lynn A. Carver
Address: 1510 W. Cleveland St.
Tampa, Florida 33606

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence on February 5, 2026, by CARLOS DE LA OSSA as Chair of the Board of Supervisors of the Buckhead Trails Community Development District, on behalf of the District, who is personally known to me or has produced _____ (type of identification) as identification.



Notary Public Signature



Notary Stamp

Witnesses:

[Signature]

Dennis DeAngelo

Print Name

8955 US Highway 301 Parrish FL 34219
Address

[Signature]

Garrett Gentel

Print Name

8955 US Highway 301 Parrish FL 34219
Address

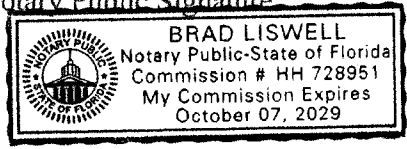
[Signature]

Name: MATTHEW DAVID CRAIG
Landowner

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence on January 21st, 2026, by MATTHEW DAVID CRAIG, Landowner, who [] is personally known to me or [X] has produced Florida Drivers License (type of identification) as identification.

[Signature]
Notary Public Signature



Notary Stamp



OAKFIELD LAKES CDD

FIELD INSPECTION REPORT- MARCH-DOWN TO EARTH

Thursday, March 12, 2026

Prepared For Board Of Supervisors

15 Items Identified

Arturo Gandarilla

DISTRICT FIELD COORDINATOR

Completed

Scheduled/Monitoring

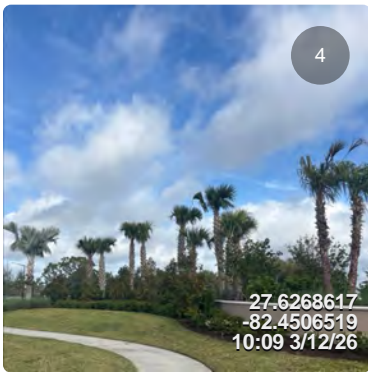
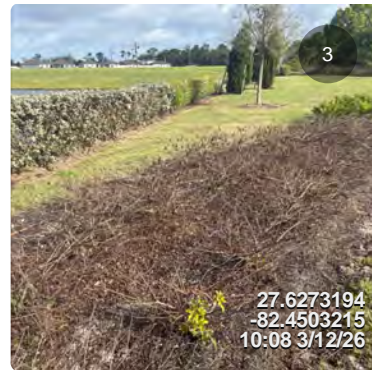
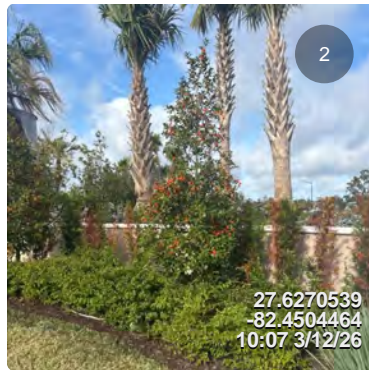
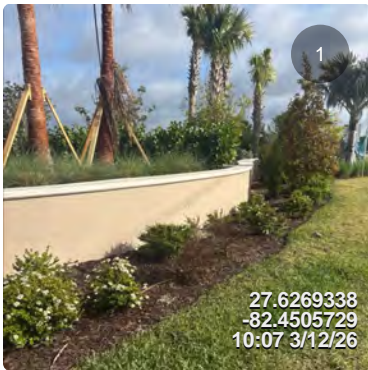
No response/Not completed

Item 1- Bending Creek Trl

Due By: Friday, March 27, 2026

Assigned To: Down To Earth

Some Walter's Viburnum near the Oakfield Lakes monument are dead and will need to be removed and replaced. Firebush damaged by the recent cold snap has been cut back and some are showing new growth. We will continue to monitor over the next few weeks. Other surrounding plant material not damaged by the cold snap remains healthy.

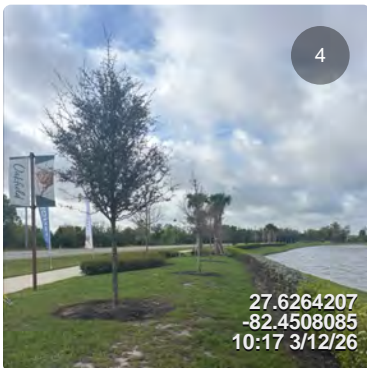
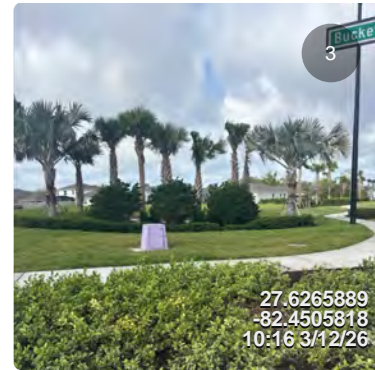
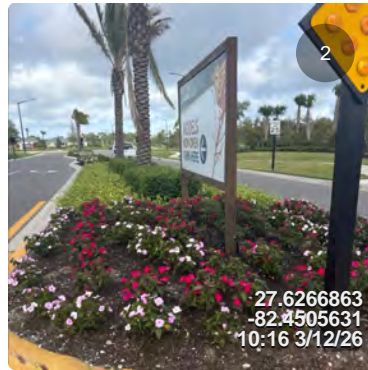
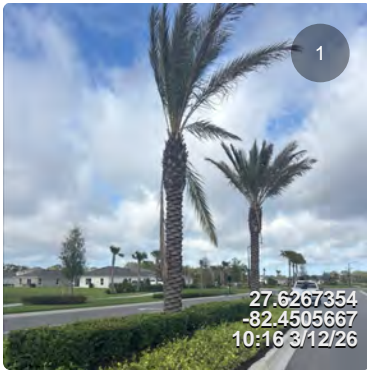


Item 2- Bending Creek Trl

Due By: Friday, March 27, 2026

Assigned To: Down To Earth

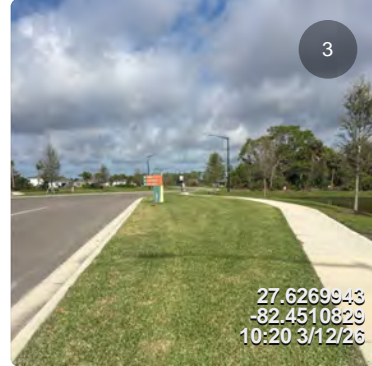
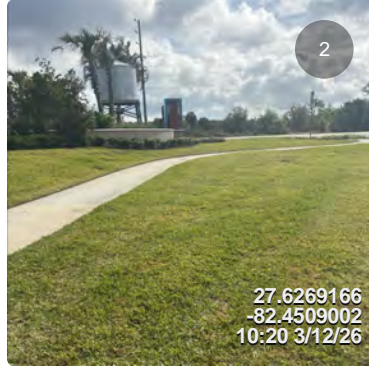
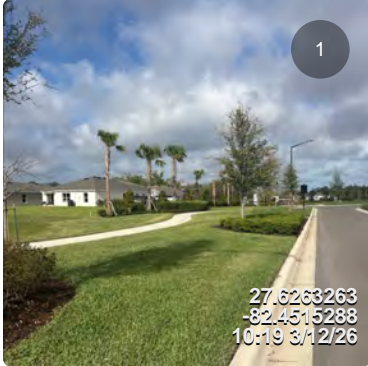
The plant material in the center island, including the palm trees, has broken limbs that need to be pruned. The flowers in the same center island are green with full leaf and bloom coverage and are well-maintained. On the exit side of Oakfield Trails at bending Creek, turning onto Buckeye Road, the plant material in that corner is green, intact, and well-maintained, along with the plant material along Buckeye Road and adjacent to the community sidewalk.



Item 3- Bending Creek Trl (Turf)

Assigned To: Down To Earth

The turf along Bending Creek and has shown significant recovery following the recent cold snaps. Down to Earth to continue monitoring turf conditions over the next few weeks and provide updates as needed.



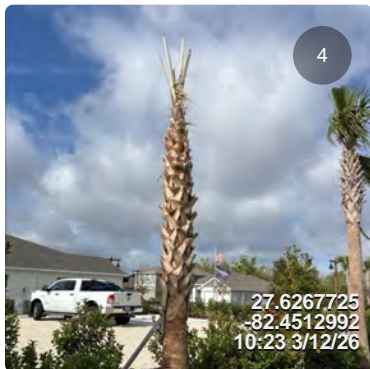
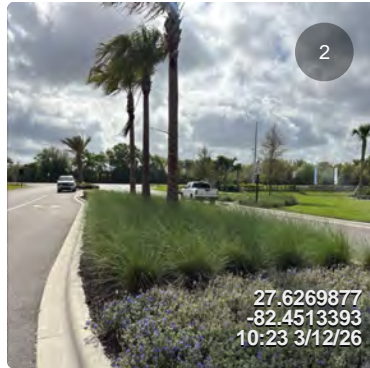
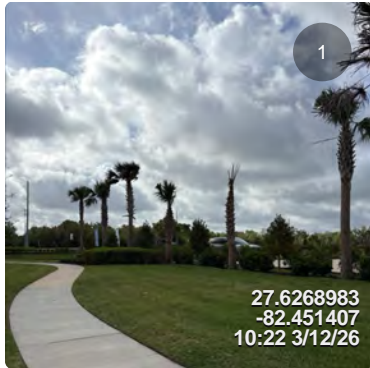
Next fert application is scheduled for the week of 3-16-26

Item 4- Bending Creek Trl (Plant Material)

Due By: Friday, March 27, 2026

Assigned To: Down To Earth

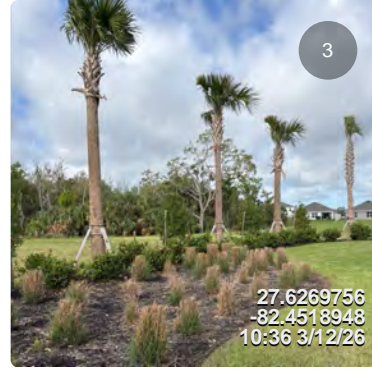
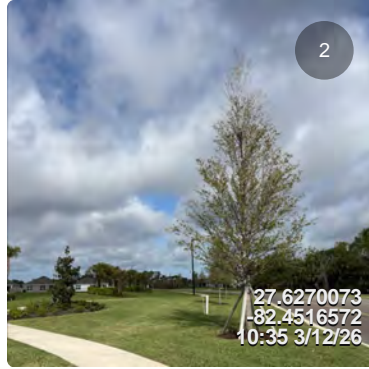
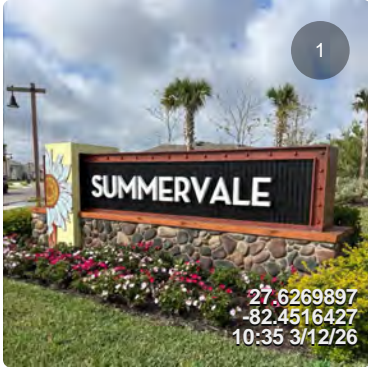
Driving into the community along Bending Creek towards Gentle Current, the plant material is green, intact, and well-maintained. The plant material in the center island is also green, intact, and well-maintained. One Sabal palm in the center island is showing signs of decline. We will continue to monitor this palm and have Down to Earth inspect it to determine if any corrective action can be taken or if replacement will be necessary.



Item 5- Bending Creek Trl (Plant And Turf)

Assigned To: Down To Earth

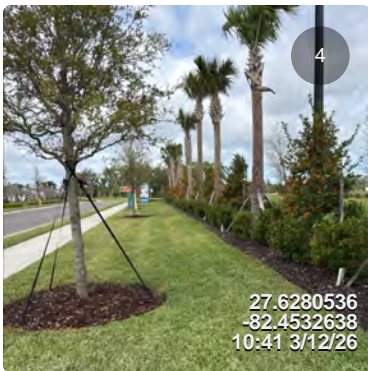
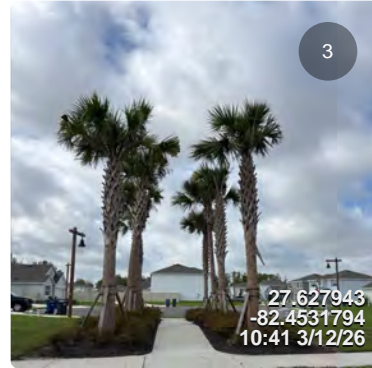
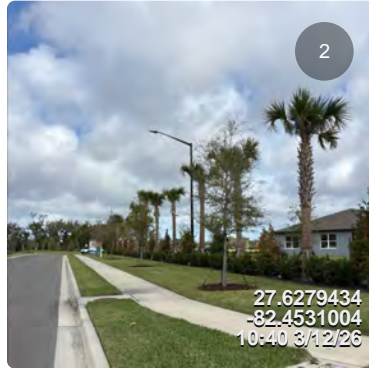
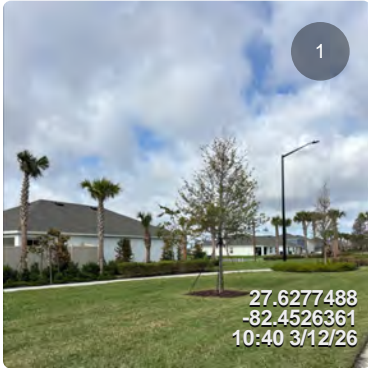
Along Bending Creek, just past Gentle Current heading towards Blue Reflection, all plant material and trees are intact, well-maintained, and showing new growth. The Bahia turf in this area is intact, well-maintained, and exhibiting uniform green color.



Item 6- Bending Creek Trl

Assigned To: Down To Earth

Along Bending Creek, just before Blue Reflection, the plant material is intact, well-maintained, and green. The trees in this area are beginning to show new growth. Overall, the area is well-maintained.

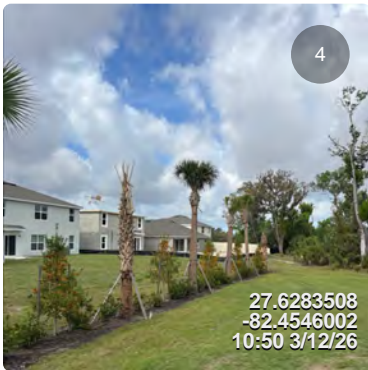
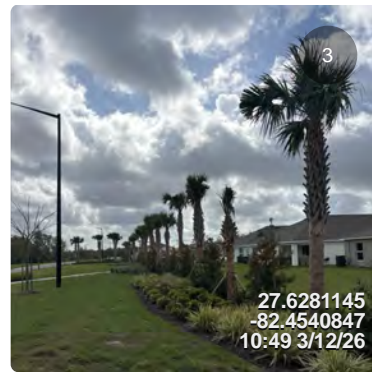
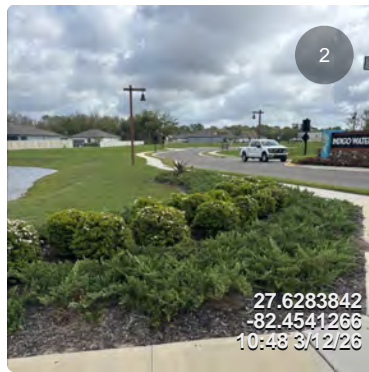
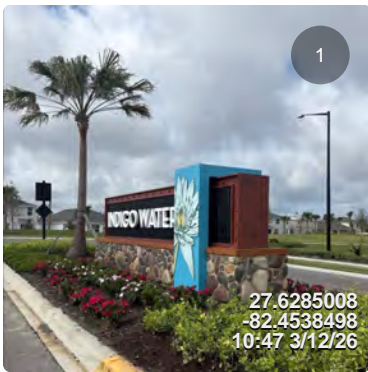


Item 7- Plant Material And Palms)

Due By: Friday, March 27, 2026

Assigned To: Down To Earth

The flowers and plant material in the center island by the monument at Blue Reflection and Bending Creek are intact and well-maintained. Along Bending Creek heading towards Summer Breeze, the plant material, including the Sabal palms, is intact and well-maintained. One Sabal palm located just before the wetland area, between the houses and Bending Creek, is browning. Down to Earth to inspect this palm and provide an update on its condition, including whether it can be saved or requires replacement.

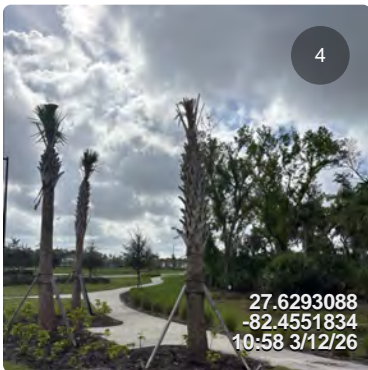
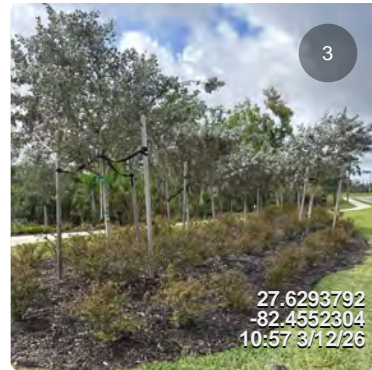


Item 8- Bending Creek & Summer Breeze

Due By: Friday, March 27, 2026

Assigned To: Down To Earth

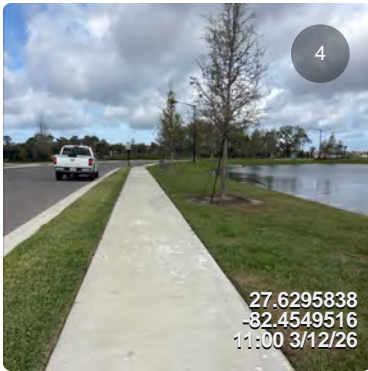
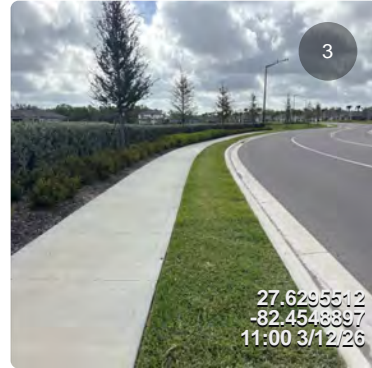
On Bending Creek, just before Summer Breeze, the juniper bed on the corner is beginning to decline. Down to Earth to inspect the juniper and determine the cause. Other plant material in this area is showing new growth following the recent cold snap. One dead Sabal palm located by the sidewalk should be inspected by Down to Earth to determine the cause and whether it requires replacement.



Item 9- Bending Creek Trl (Turf)

Assigned To: Down To Earth

The turf along Bending Creek and Summer Breeze has shown significant recovery following the recent cold snaps. Down to Earth to continue monitoring turf conditions over the next few weeks and provide updates as needed.

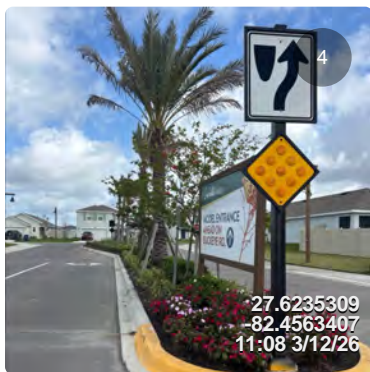
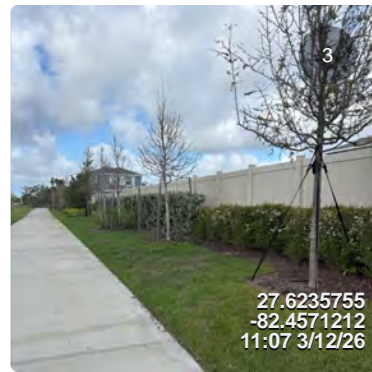
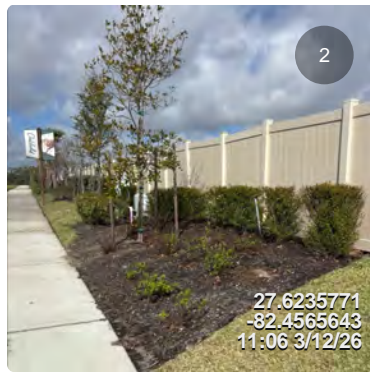
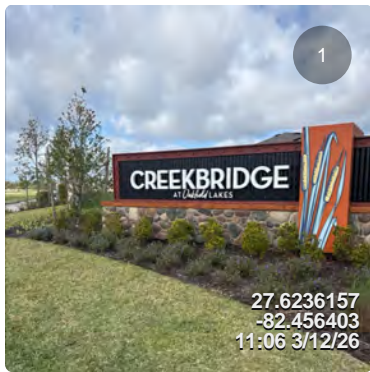


Item 10- Hidden Vista Dr

Due By: Friday, March 27, 2026

Assigned To: Down To Earth

The plant material in the monument area along the Creek Bridge shows reduced coloration and would benefit from fertilization; Down to Earth to assess and apply fertilizer as needed. Along the sidewalk by the fence and Buckeye Road, the plant material is intact and well-maintained. Some Plumbago in this area is dead and should be removed and replaced. In the center island, the flowers and plant material are intact and well-maintained; continue routine maintenance.

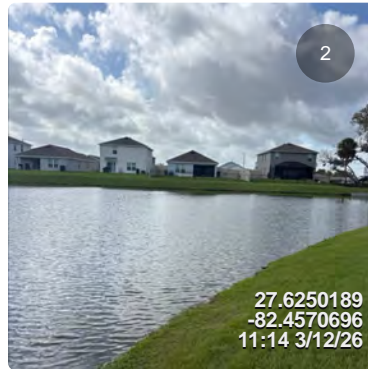
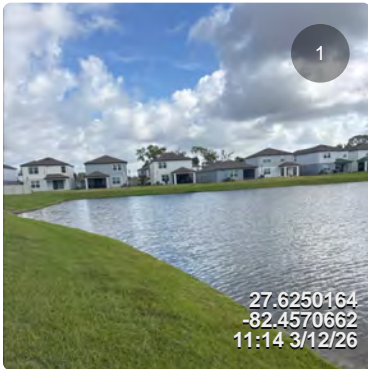


Item 11- Pond 9

Assigned To: Sitex Aquatics

Item Completed: Yes

The pond is well maintained.

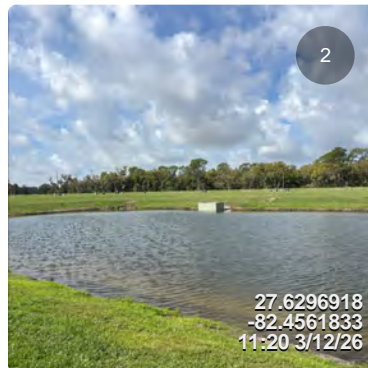
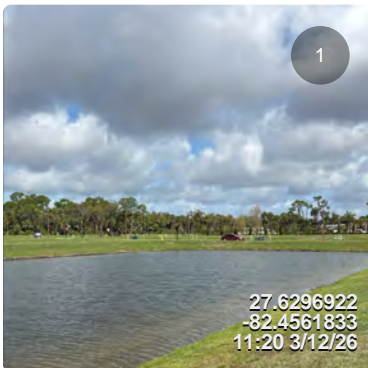


Item 12- Pond 12

Assigned To: Sitex Aquatics

Item Completed: Yes

The pond is well maintained.

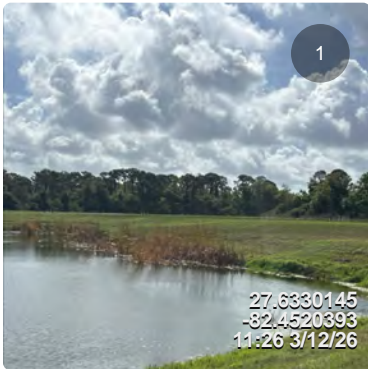


Item 13- Pond 16

Assigned To: Sitex Aquatics

Item Completed: Yes

The pond was treated for cattail and filamentous algae, which has now begun to die off.

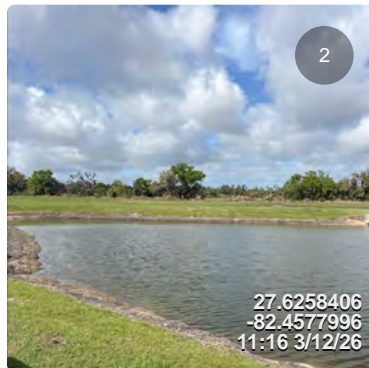
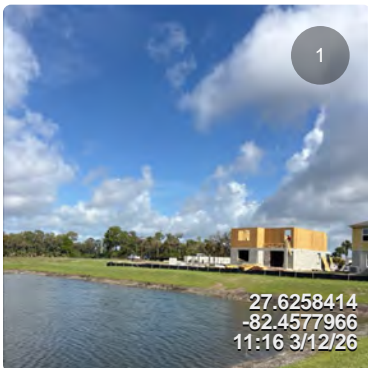


Item 14- Pond 10

Assigned To: Sitex Aquatics

Item Completed: Yes

The pond is well maintained.



Item 15- Pond 5

Assigned To: Sitex Aquatics

Item Completed: Yes

The pond is well maintained.

