Indigo Community
Development District

November 18 2026

AGENDA PACKAGE

AGENDA

Indigo
Community Development District

Meeting Agenda

Wednesday
November 18, 2026
1:00 PM

Fairfield by Marriott Daytona Beach
1820 Checkered Flag Blvd.
Daytona Beach, Florida

Board of Supervisors Meeting

I. Roll Call

II. Public Comment Period (Limited to 3 minutes per person)

III. Organizational Matters

A. Administration of Oath of Office to Newly Elected Supervisors- Seats 1, 3 & 5
B. Consideration of Resolution 2027-01 Electing Officers

IV. Approval of September 23, 2026 Minutes

V. Consideration of Annual Pond Management Service Agreement with Solitude

VI. Consideration of Agreement with PayGov.US for Electronic Payment Processing

VII. Ratification of Revised Request for Transfer of Environmental Resource Permit

VIII. Staff Reports
A. District Counsel
B. District Engineer
i.Engineering Report
C. District Manager
D. Field Operations Manager

IX. Financial Statements

X. Approval of Check Register
A. September – November

XI. Other Business

XII. Supervisors' Requests and Public Comment (Limited to 3 minutes per person)

XIII. Next Scheduled Meeting - Wednesday, January 27, 2027 at 1:00 p.m. at the Fairfield by Marriott Daytona Beach

XIV. Adjournment

SECTION III

SECTION B

RESOLUTION 2027-01

A RESOLUTION ELECTING OFFICERS OF THE INDIGO COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the **Indigo Community Development District** at a regular business meeting held on **November 18, 2026** desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
_____	Treasurer
_____	Assistant Treasurer
_____	Assistant Treasurer
_____	Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 18TH DAY OF NOVEMBER, 2026.

_____
Chairman / Vice Chairman

_____
Secretary / Assistant Secretary

MINUTES

MINUTES OF MEETING
INDIGO
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Indigo Community Development District was held Wednesday, **September 23, 2026** at 1:00 p.m. in the Fairfield by Marriott Daytona Beach, 1820 Checkered Flag Boulevard, Daytona Beach, Florida.

Present and constituting a quorum were:

Mark McCommon	Chairman
Kevin Kilian	Vice Chairman
Ron Brown	Assistant Secretary

Also Present were:

Jeremy LeBrun	District Manager
Katie Buchanan	District Counsel by telephone
Kurt von der Osten	Field Operations Manager
Jamie Rountree	Team Rountree
Scott Dye	Solitude
Taylor Kidney	Solitude

FIRST ORDER OF BUSINESS **Roll Call**

Mr. LeBrun called the meeting to order at 1:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS **Public Comments**

Ms. Lewis stated I'm here again regarding the disgusting pond issue with the Jubilee HOA. Our ponds are not being treated properly, Solitude does not spray all the ponds. I sent pictures to Kurt yesterday, pond no. 1 was not treated on August 29th, which was our last treatment date. No. 19 is totally disgusting; people can't even see the water it is so full of algae. That pond hasn't been treated in a very long time. The lady at the last meeting showed pictures of her pond and I took pictures yesterday and it doesn't look any different. I sent some information to Kurt and to Jamie a while back regarding bio pond treatments, I don't know if the board may be interested in looking into. Breakaway Trails has used that system and has had very good luck; it is pods that are put into

the ponds and eats the algae muck and everything and there is no need for treatments after that. As far as the partial treatment of the ponds by Solitude, I wonder if you are paying full price when not all the ponds are being treated properly. Kurt mentioned he was painting all the street posts and we didn't know if the ones at the corner of Tournament that show Carnival Drive would be included or not. We are having our posts painted at some point and don't want to do double duty.

Mr. Shackleford stated I would like to speak to you later about people parking in the parkway between the sidewalk and the curb and part of your ponds you have to maintain and it is causing Rountree not to be able to mow properly. It is tearing up 90% the sod and what can we do about having them towed or the other solution would be to resod every three months. 1228 Sand Crab Court, 1247 Sand Crab Court have five vehicles parked there every night. We have contacted Solaris Management and have gotten no response other than it is the city's responsibility. We contacted the city police department, they haven't done anything about it. I know Rountree has contacted the police department, we still haven't gotten anything. I know there are predator towers out there, all it would take is a phone call from you to say tow this off the property. It only takes once and they won't park there again. It is a 5-bedroom house and there are renters in there and six cars and two can fit in the driveway. It is a real problem for Rountree. I would like to see what you can do about that.

THIRD ORDER OF BUSINESS Approval of the Minutes

A. July 22, 2026 Audit Committee Meeting

On MOTION by Mr. Brown seconded by Mr. McCommon with all in favor the minutes of the July 22, 2026 audit committee meeting were accepted.

B. July 22, 2026 Board of Supervisors Meeting

On MOTION by Mr. McCommon seconded by Mr. Brown with all in favor the minutes of the July 22, 2026 meeting were approved as presented.

FOURTH ORDER OF BUSINESS Consideration of Annual Fountain Management Services with Solitude Lake Management

Mr. von der Osten stated this is the fountain as you come in Grand Champion, it is a large 15 hp fountain. We used to have a maintenance agreement on it and it expired and we did not renew it, but we are running into issues now and it needs regular maintenance.

> On MOTION by Mr. Brown seconded by Mr. Kilian with all in favor the proposal from Solitude Lake Management for annual fountain maintenance services in the amount of $1,250 was approved.

FIFTH ORDER OF BUSINESS **Consideration of Pond Maintenance Agreement with Solitude Lake Management**

Mr. von der Osten stated we have had discussions at every meeting about Solitude, and their contract is up for renewal in October. We have two representatives here from Solitude to talk about this. One thing I discussed with Jeremy is the original base document is probably 12 – 15 years old. As the community grows, we have added ponds. It is almost to the point where you are trying to figure out what is covered and what is not in this agreement. We are considering asking the board to scratch the old contract and enter into a one-year new agreement with Solitude, that lists everything in the community in one document. We spell out who is responsible for what and some of these ongoing problems can be addressed. It is not necessarily a money issue, but we would like to have area maps, scope of work, everything in one document instead of an old document with 15 addendums. Also, I have a list of problem we have been having with Jubilee throughout the summer and the ponds there. Maybe they can explain what is going on there and why this seems to be impossible to get corrected.

The Solitude representative stated there will be no pause in service. We are trying to get accurate mapping. I want to make sure we have the right acreage on the ponds.

Mr. McCommon asked I understand we are spraying the ponds, but it is not our obligation.

Mr. von der Osten stated the obligation is throughout the LPGA community. There has been an agreement with the City of Daytona Beach that the Indigo CDD will provide treatment of the ponds and right now we have an agreement that is one-time per month. For most ponds it works. We are in a situation in Jubilee where it is not working and I would like this contractor to address how we are going to address this because we have a neighborhood that requires very intensive treatment versus neighborhoods that do not. Obviously, there is an expense to that. I don’t know if that gets broken out separately. You need to explain to us what is happening.

The Solitude representative stated this is my first summer dealing with Jubilee as branch manager. What I have seen over the summer is you are far beyond our capabilities we can do inhouse. Those lawns are close to 30-years old. Every year you are getting more and more organic material building up, you are losing depth in the ponds because of sediment, which becomes muck at the bottom of the ponds. Fertilizer runoff, grass clippings have been a huge issue there. The nutrient load is at its max. We come in, a copper treatment is applied, that algae dies off but as it dies off it is releasing phosphorous and nitrogen, that is what is growing on the pond. What is happening is that pond reaches a certain nutrient load and we are now stuck in this cycle because these blooms are within two weeks and tells me the phosphorus and nitrogen levels are extremely high. This is fairly normal in Central Florida ponds that are this age. What we need to do there is look at remediation. We need to turn the clock back on these ponds. There are options to reduce the sediment layer reduce the amount of nitrogen and phosphorus and those are going to be the extra treatments aside from our regular base contract. Jubilee seems to be the only true algae problem in the CDD. The depth of the pond was probably 5-6 feet deep with it was dug and over time it fills in and now it holds very little water.

Mr. LeBrun stated we ae only treating the pond, we are spraying the water that is in it. A depth issue is not necessarily under our jurisdiction.

Mr. Kilian asked is anything going to fix the problem short of digging out the ponds?

The Solitude representative stated dredging would be the ultimate fix, but we do have a chemical to start reducing that muck layer. These are additional costs. We have some solutions that vary in price that we are willing to look at but I believe those ponds are at the point where they are going to need something additional aside from what we are currently doing.

Mr. McCommon asked can all these issues be addressed with the new contract. We are waiting to hear back from Jubilee to the letter we wrote stating that our obligation is strictly spraying and nothing else and we haven't heard back from them.

Ms. Buchanan stated I sent it this morning so they may not have checked their email. I did include all our back correspondence.

Mr. Rountree stated I will remind the board also a lot of what has happened is seasonal. In May our lakes on Champions Drive were 4-feet down. These ponds are only fed through rainfall. There is nothing keeping the water level up.

On MOTION by Mr. Kilian seconded by Mr. Brown with all in favor the chair and vice chair were authorized to work with staff on a completely new agreement with Solitude.

Mr. von der Osten stated this is a proposal to clean out a basin at the end of the system at Grand Champion before it goes into the Tomoka River. The culvert is blocked and needs removal of vegetation, and we do it about every five to ten years.

On MOTION by Mr. Kilian seconded by Mr. Brown with all in favor the proposal to clean out a basin as outlined in the amount of $4,700 was approved.

SIXTH ORDER OF BUSINESS **Consideration of Second Amendment to Landscape and irrigation Services Agreement with Team Rountree, Inc.**

Mr. LeBrun stated counsel prepared this amendment and it will allow the agreement to automatically renew each year until the board decides they wish to cancel or go out to bid.

On MOTION by Mr. Brown seconded by Mr. McCommon with all in favor the second amendment to the landscape and irrigation services agreement with Team Rountree, Inc. was approved.

SEVENTH ORDER OF BUSINESS **Discussion of Installation of 3-Way Stop at Tournament Drive and Champions Drive**

Mr. Kilian stated I put that on the agenda for discussion. My wife was in an accident there July 8th and anybody who has been on the corner of Tournament Drive and Champions coming from the west and gets to that intersection you know people are speeding. I understand there have been accidents there in the past. Does the board have an issue with us checking with the city to see if they can document any issues there?

Mr. Brown asked would they have to do a feasibility study?

Mr. von der Osten stated they may have that already. We can certainly approach the city and ask about this.

It was the consensus of the board to direct staff to approach the city about a 3-way stop at Tournament Drive and Champions Drive.

EIGHTH ORDER OF BUSINESS **Ratification of Engagement Letter with Grau & Associates**

On MOTION by Mr. McCommon seconded by Mr. Kilian with all in favor the engagement letter with Grau & Associates to perform the fiscal year 2026 audit was ratified.

NINTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel

Mr. McCommon stated we have had that email traffic back and forth and a document from you related to National Stormwater Trust and getting their permitting. Have we done everything on our end? Is it in their hands now?

Ms. Buchanan stated I don't do permitting. I have sent all of that to the district engineer because he handles the permitting process. I know Mr. Littlejohn identified some initial issues and district staff, Kurt myself, Jeremy and the engineer have had several conference calls on how to handle it and I think he was working directly with Brett to get it submitted. I think they have submitted it; I don't know that the water management district has accepted it. They may still have comments.

Mr. LeBrun stated we have sent them everything they asked for to keep the process going.

Ms. Buchan stated this process has made me wonder about the status of the permits throughout and entire project. I don't know that is an undertaking we want to do. When the developer walked away from this project he left the development unfinished and in kind of a mess, Pre-Lennar. Every time a new builder or developer comes in for a new section the water management district is probably going to pull the existing permit and realize that it may have problems and they would potentially look to us to help resolve that.

Mr. McCommon stated I would like to get an update to know where we are.

Mr. Kilian stated if St. Johns has issues with the permit I would like to know what they are.

Mr. McCommon stated I think we resolved that. When I met with Mr. Littlejohn and we had this discussion one of the things he said was in fact they were moving forward with the speedway to have the same type of thing at One Daytona. Do we know if that ever happened?

Ms. Buchanan stated I do not know. I know the lawyer who represents them and I'm happy to reach out.

Mr. LeBrun stated we had a question from an audience member about cars parking on the sidewalk and grass. They asked what can be done and I don't think we can do anything if they are not on CDD property if they are on city right of way. I would think they have to go to the city with complaints. Is that correct?

Ms. Buchanan stated if the CDD does not own the property we don't have the ability to enforce it. From what you described it sounds like the city right of way.

B. District Engineer

There being no comments, the next item followed.

C. District Manager

There being no comments, the next item followed.

D. Field Operational Manager

Mr. von der Osten stated all the new posts installed were standard issue city posts and throughout the community we have the black aluminum acorn top upgraded posts. We received several calls from residents and the total price to replace everything at both intersections is $11,900. When we have new developers come in putting in new intersections, we may want to make it a condition to have the correct style street post.

Mr. LeBrun stated there are some line items with excess that we could use.

On MOTION by Mr. Kilian seconded by Mr. Brown with all in favor an amount not to exceed $12,500 was approved for new decorative signposts.

Mr. von der Osten stated we have a request form our landscape vendor on fuel surcharges due to the increase in price of diesel.

Mr. LeBrun stated it is already in the budget.

TENTH ORDER OF BUSINESS Financial Statements

A copy of the financials was included in the agenda package.

ELEVENTH ORDER OF BUSINESS Approval of Check Register

On MOTION by Mr. Brown seconded by Mr. McCommon with all in favor the check register was approved.

TWELFTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS Supervisors Requests and Public Comments

Mr. Shackleford stated I may be able to help you on the fuel issue. The DOT publishes a fuel price index every month and you can get it online and it shows the increase or decrease every month.

In the Preserves of LPGA we don't have any decorative posts, they are all the DOT standard stop sign aluminum posts. If we could ask the board to send a letter to the city police department requesting they look into the issue of these vehicles parked on the sidewalk.

Mr. von der Osten stated we will talk to the board in the Preserve, HOA also about maybe off duty police officers.

Ms. Lewis stated I failed to mention the storm drain on pond no. 1 seems to be very overgrown with grass. I understand Solitude only sprays that grass, but that has not been done either. That could be an issue if we get heavy rains.

Mr. von der Osten stated we will look into that.

FOURTEENTH ORDER OF BUSINESS Next Scheduled Meeting – November 18, 2026 at 1:00 p.m. at the Fairfield by Marriott Daytona Beach, 1820 Checkered Flag Boulevard, Daytona Beach, Florida

Mr. LeBrun stated the next scheduled meeting is November 18, 2026 at 1:00 p.m. in the same location.

FIFTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Kilian seconded by Mr. McCommon with all in favor the meeting adjourned at 1:51 p.m.

Secretary/Assistant Secretary	Chairman/Vice Chairman

SECTION V

888.480.5253
solitudelakemanagement.com

SERVICES AGREEMENT

PROPERTY NAME: Indigo CDD
CUSTOMER NAME: **Indigo CDD**
SERVICE DESCRIPTION: Annual Pond Management Services for seventy seven (77) ponds *(Indigo North/South: Ponds 1-47) (Legends Preserve: Ponds 48-57) (Preserve PH B: Ponds 58-63) (Preserve at LPGA Phase A : Ponds 64-72) (Ironwood: Ponds 73-77)*
EFFECTIVE DATE: **November 1, 2026 through October 31, 2027**
SUBMITTED TO: Kurt Von de Osten
SUBMITTED BY: LisaMarie Strawser, Contract and Service Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. SERVICES. SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A. The services provided by Solitude under this Agreement are not intended to, and shall not be construed as, constituting a survey or the practice of surveying. Solitude does not perform professional surveying services.

2. MODIFICATIONS. Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. PRICING. The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B. Prices are subject to annual increases. SOLitude will notify the Customer in writing (which may be by invoice) of such increases.

4. PAYMENT. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%)

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per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.

5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year (the "Initial Term"). Thereafter, this Agreement shall automatically renew under the same terms, conditions and specifications as set forth by this Agreement and for the same period of time as the Initial Term (each an "Additional Term") (the "Initial Term" and each "Additional Term" thereafter are collectively referred to herein as the "Term") unless either party gives written notice of cancellation thirty (30) days prior to the termination date of the Term then in effect. The parties understand and agree that the prices for each Additional Term shall automatically increase by six percent (6%) of then current annual pricing. SOLitude reserves the right to increase the amount charged for the Services. Such increase shall be communicated by written notice to the Customer, which notice may be by invoice. Customer may reject any such additional increase by notifying SOLitude in writing within fifteen (15) days of receiving such price increase notice.

6. TERMINATION. SOLitude may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Customer. Subject to Sec. 7, in the event that this Agreement is terminated for any reason prior to the end of the Term, Customer agrees to pay SOLitude, in addition to all other amounts owed, an early termination fee of fifty percent (50%) of the remaining value of the Agreement (the "Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Agreement in which the Customer's pricing plan is based.

7. TERMINATION FOR CAUSE. If SOLitude fails to materially perform pursuant to the terms of this Agreement, Customer shall provide written notice to SOLitude specifying the default. If SOLitude does not cure such default within forty-five (45) days of SOLitude's receipt of Customer's written notice, Customer may terminate this Agreement, in whole or in part, for cause. The Company, in case of such default, shall be entitled to receive payment only for work completed prior to said default, so long as the total paid hereunder does not exceed the contract sum. Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

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8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the

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Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that

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has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

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22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

[*SIGNATURES FOLLOW ON THE NEXT PAGE*]

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

INDIGO CDD

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

SOLitude Lake Management, LLC
PO Box 85529
Chicago, IL 60689-5529

Please Mail All Notices and Agreements to:

SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451

Customer's Address for Notice Purposes:

_____

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SCHEDULE A – SCOPE OF SERVICES

A SOLitude Aquatic Specialist will visit the site and inspect the Ponds one time per week.

The Water Quality Monitoring will occur one time annually in November.

Monitoring:

1. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
    - Water levels
    - Water clarity or quality
    - Turbidity
    - Beneficial Aquatic Vegetation
    - Nuisance, Invasive, or Exotic Aquatic Vegetation
    - Algae
    - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
    - Erosion
    - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
    - Forebays and inflowing or outflowing swales, ditches, and stream channels
    - Vegetated buffers
    - Sedimentation
    - Nuisance animal activity
    - Fish habitat
    - Mosquito breeding conditions and habitat
    - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other

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type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found at the time of application.
2. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected for any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Algae Control:

1. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an as-needed basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Water Quality Monitoring:

1. Pond water samples will be taken and tested for the following parameters:

Temperature	Dissolved Oxygen
pH	Alkalinity
Hardness	Conductivity
Phosphates	Total Phosphorus
Turbidity	

2. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following each testing period.

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3. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this Agreement after each visit.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.

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SCHEDULE B – PRICING SCHEDULE

Total Price: **$121,440.72**

Invoice Amount: **$10,120.06**

Invoice Frequency: **Monthly**

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SECTION VI

PayGOV.US, LLC.
7915 S. Emerson Ave B199
Indianapolis, IN 46237

PAYMENT PROCESSING SERVICES AGREEMENT

THIS PAYMENT PROCESSING SERVICES AGREEMENT (this "**Agreement**") is made and entered into effective November 18, 2026 (the "**Effective Date**"), by and between **PayGOV.US**, LLC, a [STATE] limited liability company ("**PGV**"), with its principal address at 7915 S. Emerson Ave B199, Indianapolis, IN 46237, and the Indigo Community Development District, a local unit of special-purpose government established under Chapter 190, Florida Statutes (the "**District**"), with its principal address at c/o 219 East Livingston Street, Orlando, FL 32801.

1. Services. PGV has designed and developed a payment processing system and internet processing services for governmental entities to enhance the collection of payments and other obligations on a 24/7 basis. PGV will provide the District with online payment acceptance, in-person and telephone payment acceptance (if requested by the District), and the related processing, settlement, and reporting services described in this Agreement (collectively, the "**Services**"), so that the District may accept payment by credit card, charge card, bank debit card, and electronic funds transfer, including by a method for accepting payment online, as required by section 215.322(5), *Florida Statutes*, as amended by chapter 2026-169, Laws of Florida, effective January 1, 2027. A person wanting to pay an obligation owed to the District may do so by logging on to the designated website link, or through any other payment channel the District elects to offer under this Agreement, at no cost to the District. PGV will also provide, upon the District's request, card-swipe or other point-of-sale equipment for onsite payments at no cost to the District. The equipment remains PGV's property, and PGV is responsible for installing, maintaining, updating, and replacing it. Upon expiration or termination of this Agreement, the District will make the equipment available for retrieval by PGV at PGV's expense, and the District is not responsible for ordinary wear and tear.

2. Convenience Fees. PGV will assess the person making the payment (and not the District) a convenience fee equal to 3% of the transaction amount for all POS, online, mobile, or over-the-phone (in office) credit card, charge card, and debit card transactions. A minimum flat convenience fee of $1.00 will apply to any such transaction under $33.00. E-Check (ACH) transactions will be charged a flat fee of $1.00 per transaction to the person making the payment, and not to the District. Before the payer submits any transaction, PGV must clearly disclose the amount of the convenience fee and that it is charged by PGV and not by the District, and must allow the payer to cancel the transaction without charge. The convenience fee is billed separately from the amount owed to the District and is paid directly to and retained by PGV as PGV's sole compensation for the Services. The convenience fee is not an assessment, rate, fee, rental, or other charge imposed by the District, is not revenue of the District, and will not be received or retained by the District or its district manager. PGV is solely responsible for ensuring that the convenience fee, as assessed and disclosed, complies with applicable law and all applicable card network rules. PGV may not increase the convenience fee or impose any new or additional fee, on the District or on payers, without a written amendment to this Agreement approved by the District's Board of Supervisors and signed by both parties.

3. Settlement and Reporting. The Services include timely and accurate transaction processing, next business day reconciliation, and transfer by ACH of the full amount of each payment, without

deduction or offset for any convenience fee or other charge, from PGV to the District's designated depository account within [two (2)] business days after the transaction is authorized. All payments PGV receives for obligations owed to the District are the property of the District and are held by PGV in trust for the District. PGV must provide the District and its district manager with online access to transaction-level reporting and a monthly statement identifying, for each transaction, the date, payer, amount paid to the District, convenience fee charged, and any refund, return, or chargeback. PGV may not debit the District's account except to reverse an E-Check transaction that is returned or charged back through the ACH network, and then only after written notice to the District identifying the transaction. At the District's written direction, PGV will process refunds to payers of amounts paid to the District (for example, returned rental deposits), and the District will fund the refunded amount. PGV may not charge the District for processing a refund.

4. Card and Account Verification. Section 215.322(5)(a), *Florida Statutes*, requires the District to verify both the validity of any credit card, charge card, bank debit card, or electronic funds transfer used and the existence of appropriate credit with respect to the person using the card or transfer. PGV will perform that verification on the District's behalf before authorizing each transaction and will not authorize any transaction that fails verification.

5. No Cost to District; Independent Contractor; Confidentiality. PGV will provide the Services to the District during the term of this Agreement, beginning on the Effective Date. PGV agrees the District is not responsible for any compensation for the Services, and the District will not pay any setup, equipment, monthly, minimum, transaction, chargeback, or other fees, or any associated operational costs or local, state, or federal taxes, on behalf of PGV. Nothing in this Agreement requires the District to accept payments exclusively through PGV or to process any minimum volume. PGV accepts and agrees to perform all Services as an independent contractor and not as an employee, agent, or partner of the District, except for the limited authorizations in Section 14. PGV and the District each agree (i) to hold the other party's confidential information in strict confidence; and (ii) not to disclose such information to any third parties without the prior written consent of the disclosing party or as required by law or regulation. PGV acknowledges that the District is subject to Chapter 119, *Florida Statutes*, and that the District's obligations under this Section extend only to information that is confidential or exempt from public disclosure under applicable law. Cardholder, bank-account, and other personal information of payers that PGV receives in performing the Services is confidential information of the District.

6. Indemnification; Chargebacks and Returns. PGV will defend, indemnify, and hold harmless the District and its supervisors, officers, staff, district manager, agents, and employees from and against any credit card transaction disputes, chargebacks, claims, losses, damages, and other expenses, including attorneys' fees and litigation expenses (including at trial and on appeal), suffered or incurred due to PGV's negligence or willful misconduct, any security incident involving payer information in the possession or control of PGV or its processors or subcontractors, PGV's violation of law or card network rules, or PGV's failure to perform any of its obligations under this Agreement. The District agrees to reasonably assist PGV, to the extent permitted by law, with (i) any efforts necessary to facilitate collection of funds from any cardholder to include reinstatement of the obligation owed to the District; and (ii) providing cardholder information pertinent to any inquiry or dispute regarding payment made to the District through the Services. Returned or charged-back ACH (aka E-Check) transactions are excluded from PGV's indemnification of chargebacks under this Section, and the District will reconcile those transactions, including returns and chargeback transactions, but this exclusion does not limit

PGV's obligations for its negligence, willful misconduct, or failure to perform. This Section survives expiration or termination of this Agreement.

7. Standards of Performance; Compliance with Laws; Governing Law. PGV represents that it is qualified to perform the Services, and that all work will be accomplished in a professional and workmanlike manner. PGV agrees to observe and comply with all federal, state, and local laws, and all applicable card network and NACHA operating rules, in performing the Services, including section 215.322, *Florida Statutes*, the Payment Card Industry Data Security Standard ("**PCI DSS**"), and the accessibility requirements of Title II of the Americans with Disabilities Act applicable to the online payment website. This Agreement is governed by the laws of the State of Florida. Venue for any action arising under this Agreement lies exclusively in the state courts located in Volusia County, Florida.

8. Data Security; Security Incidents. PGV must maintain PCI DSS compliance throughout the term of this Agreement and must provide the District, upon request, a copy of PGV's current PCI DSS attestation of compliance and that of each processor PGV uses. PGV must use reasonable administrative, technical, and physical safeguards, consistent with industry best practices, to protect cardholder, bank-account, and other personal information of payers, including encryption of that information in transit and at rest. PGV must promptly notify the District in writing if PGV or any of its processors ceases to be PCI DSS compliant. PGV may not access, use, disclose, sell, or share payer information for any purpose other than performing the Services or as required by law, and may not use it for marketing. PGV may retain payer information only as long as necessary to perform the Services, to comply with card network rules, or to comply with Section 2 of Exhibit A (Public Records), and then must securely destroy it. If PGV discovers or is notified of any actual or reasonably suspected breach of security (as defined in section 501.171(1), *Florida Statutes* and any successor statute) or other unauthorized access to payer information in the possession or control of PGV or its processors or subcontractors, PGV must (i) notify the District in writing within 48 hours after discovery or notice; (ii) take all action reasonably necessary to contain, investigate, and remediate it; (iii) cooperate with the District and any law enforcement or regulatory authority, including preserving relevant evidence; (iv) provide the District a written incident report describing the nature and scope of the incident, the information affected, and the remedial actions taken; and (v) to the extent the incident is attributable to the acts or omissions of PGV or its processors or subcontractors, bear the cost of any notices required by law, including under section 501.171, *Florida Statutes*, and provide credit monitoring services for not less than 12 months to affected individuals, at PGV's sole expense. This Section survives expiration or termination of this Agreement.

9. Insurance. PGV must maintain, at its own expense throughout the term of this Agreement, (i) commercial general liability insurance with limits of not less than $[1,000,000] per occurrence and $[2,000,000] in the aggregate; (ii) cyber liability (network security and privacy) insurance, including coverage for breach response costs, with limits of not less than $1,000,000 per claim; and (iii) crime insurance covering employee dishonesty and computer and funds transfer fraud with limits of not less than $1,000,000. PGV must name the District as an additional insured on the commercial general liability policy and must provide the District a certificate of insurance upon execution of this Agreement and upon request.

10. Assignment; Subcontractors. PGV may not assign this Agreement or subcontract the Services without the District's prior written consent, except that PGV may use iStream Financial Services, Inc. ("**iStream**") as described in Section 14 and the card processors PGV identifies to

the District in writing before the Effective Date. PGV remains responsible for the acts and omissions of its subcontractors and processors as if they were PGV's own.

11. District Required Provisions; Order of Precedence. **Exhibit A** (District Required Provisions) is incorporated into and made a part of this Agreement. If this Agreement conflicts with any application, enrollment form, or other document submitted under this Agreement, or with any terms of service, privacy policy, or other terms posted on PGV's website or presented in any click-through or similar form, Exhibit A controls first and this Agreement controls next. No click-through, online, or other terms not attached to this Agreement bind the District, even if accepted by the district manager or another District agent in the course of using the Services.

12. Miscellaneous. Notices under this Agreement must be in writing and delivered by hand, by nationally recognized overnight courier, or by certified mail to the party's address stated in the preamble (or another address given by written notice), with a copy of any notice to the District sent to the District's district manager and District counsel. This Agreement, including its exhibits, is the entire agreement of the parties on its subject matter and supersedes all prior agreements and understandings on that subject matter. This Agreement may be amended only by a writing signed by both parties. If any provision of this Agreement is held unenforceable, the remaining provisions remain in effect. In any action to enforce this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs, including those incurred on appeal. The District's failure to enforce any provision of this Agreement is not a waiver of that provision. This Agreement has been negotiated by both parties and will not be construed against either party as the drafter. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together are one instrument.

13. Term and Termination. The initial term of this Agreement begins on the Effective Date and ends on the next September 30 (the end of the District's fiscal year). This Agreement will automatically renew for successive one-year terms beginning each October 1 unless terminated as provided in this Section. The District may terminate this Agreement at any time, with or without cause, on 30 days' written notice to PGV, and immediately upon written notice if PGV breaches this Agreement. PGV may terminate this Agreement only on 90 days' written notice to the District. On expiration or termination, PGV must complete and settle all transactions initiated before the effective date of termination, remit to the District all funds due, reasonably cooperate in transitioning the Services to any successor provider, and comply with Section 2 of Exhibit A (Public Records). Sections 3, 5, 6, 8, and 12 and Exhibit A survive expiration or termination of this Agreement.

14. ACH (E-Check) Processing through iStream. PGV has engaged iStream as a third-party payment processor to facilitate the processing of the District's E-Check payments through the ACH network. Subject to this Section, the District authorizes PGV, as the originator and merchant of record, to submit and sign the application for ACH processing services on behalf of the District to iStream. The District also authorizes PGV to execute and deliver to iStream any required documents on behalf of the District for the purpose of boarding and performing required due diligence of the District under the regulatory framework governing iStream as a third-party payment processor, and to make related procedural changes on behalf of the District to the processing account at iStream as reasonably necessary during the processing relationship. PGV must provide the District's district manager a copy of each application and other document PGV signs on the District's behalf before submitting it, and written notice of any procedural change within five business days after making it. PGV may not, without the District's prior written

approval, (i) agree on the District's behalf to any fee, reserve, guaranty, indemnity, or other financial obligation of the District; (ii) change the District's designated depository account; or (iii) bind the District to any terms inconsistent with this Agreement. These authorizations are limited to the ACH processing services described in this Section and terminate automatically upon expiration or termination of this Agreement.

The District acknowledges and agrees that, as of the Effective Date, iStream is entitled to rely on the authorizations in this Section until the District provides written notice to PGV of their revocation or modification. As between the District and PGV, PGV is responsible for the acts and omissions of iStream as if they were PGV's own, and PGV's obligations under Sections 6 and 8 apply to iStream's acts and omissions. Nothing in this Section makes iStream a third-party beneficiary of this Agreement, waives the District's sovereign immunity, or causes the District to assume any risk or liability for the acts or omissions of PGV or iStream.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

DISTRICT:
INDIGO COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: Chairperson / Vice Chairperson, Board of Supervisors
Date: _____

ATTEST:

_____
Secretary / Assistant Secretary

PGV:
PAYGOV.US, LLC, a [STATE] limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A: District Required Provisions

EXHIBIT A
DISTRICT REQUIRED PROVISIONS

1. Sovereign Immunity; No Third-Party Beneficiaries. Nothing in this Agreement waives or limits the District's sovereign immunity or the limits of liability in section 768.28, *Florida Statutes*, or any other statute or law, and nothing in this Agreement is a consent by the District to be sued by third parties in any matter arising out of this Agreement. This Agreement is solely for the benefit of the District and PGV, and no right or cause of action accrues to or for the benefit of any third party.

2. Public Records. PGV understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, to the extent PGV is acting on behalf of the District as a contractor within the meaning of section 119.0701, *Florida Statutes*, PGV must comply with Florida's public records laws, including Chapter 119, *Florida Statutes*. Specifically, PGV must: (a) keep and maintain public records required by the District to perform the Services; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following its completion if PGV does not transfer the records to the District; and (d) upon completion of this Agreement, transfer to the District, at no cost, all public records in PGV's possession or keep and maintain public records required by the District to perform the Services. If PGV transfers all public records to the District upon completion of this Agreement, PGV must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PGV keeps and maintains public records upon completion of this Agreement, PGV must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. The District may unilaterally terminate this Agreement if PGV refuses to allow public access to public records as required by law.

IF PGV HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PGV'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841 – 5524, RECORDREQUEST@GMSCFL.COM, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

3. Records and Audit. PGV must keep accurate records of all transactions processed for the District for the longer of five years after the transaction or the period required by the records retention schedules adopted by the Florida Department of State, and must make those records available to the District, its district manager, and its auditors upon reasonable request.

4. E-Verify. PGV must comply with section 448.095, *Florida Statutes*. PGV represents and warrants that it is registered with and uses the E-Verify system to verify the work authorization status of all new employees of PGV. PGV may not subcontract any portion of the Services unless the subcontractor registers with and uses the E-Verify system and provides PGV an affidavit

stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. PGV must maintain a copy of each affidavit for the duration of this Agreement and provide it to the District upon request. If the District has a good faith belief that PGV has knowingly violated section 448.09(1), *Florida Statutes*, the District will terminate this Agreement as required by section 448.095(5)(c), *Florida Statutes*, and PGV will be liable for any additional costs incurred by the District as a result of the termination. If the District has a good faith belief that a subcontractor knowingly violated section 448.095(5), *Florida Statutes*, but PGV otherwise complied, the District will promptly notify PGV, and PGV must immediately terminate its contract with the subcontractor. PGV represents that no public agency has terminated a contract with PGV under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the Effective Date.

5. Scrutinized Companies. PGV certifies that it is not on the Scrutinized Companies or Other Entities that Boycott Israel List created under section 215.4725, *Florida Statutes*, and is not participating in a boycott of Israel. PGV further certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under section 215.473, *Florida Statutes*, and is not engaged in business operations in Cuba or Syria. Under section 287.135*, Florida Statutes*, the District may terminate this Agreement at its option if PGV is found to have submitted a false certification, has been placed on any of those lists, is participating in a boycott of Israel, or has been engaged in business operations in Cuba or Syria.

6. Foreign Countries of Concern; Access to Personal Identifying Information. PGV acknowledges that this Agreement gives PGV access to individuals' personal identifying information. PGV represents that (a) it is not owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in PGV; and (c) PGV is not organized under the laws of, and does not have its principal place of business in, a foreign country of concern, as those terms are defined in section 287.138, *Florida Statutes*. Before the District executes this Agreement, and before each renewal or extension of this Agreement, PGV must provide the District the affidavit required by section 287.138(4), Florida Statutes, on the form prescribed by the Florida Department of Management Services (currently Form PUR 1355, adopted by Rule 60A-1.020, Florida Administrative Code), together with the affidavit attached as **Exhibit 1**.

7. Anti-Human Trafficking. PGV certifies that neither it nor its principals use coercion for labor or services as defined in section 787.06, *Florida Statutes*. Before the District executes this Agreement, and before each renewal or extension of this Agreement, PGV must provide the District the affidavit required by section 787.06(14), *Florida Statutes*, signed by an officer or representative of PGV under penalty of perjury, in the form attached as Exhibit 1.

8. Foreign Source Disclosure. To the extent section 286.101(3), *Florida Statutes*, applies to this Agreement, PGV must disclose to the District any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern as required by that section.

EXHIBIT 1
CONTRACTOR AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, by means of [ ] physical presence or [ ] online notarization, personally appeared _____ ("Affiant"), who, being first duly sworn, deposes and says:

1. Affiant is the _____ [title] of PayGOV.US, LLC ("PGV"), is an officer or representative of PGV, and is authorized to make this affidavit on PGV's behalf. This affidavit is given in connection with the Payment Processing Services Agreement between PGV and the Indigo Community Development District (the "District").

2. Anti-Human Trafficking. PGV does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

3. Foreign Countries of Concern. PGV is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in PGV; and PGV is not organized under the laws of, and does not have its principal place of business in, a foreign country of concern, as those terms are defined in section 287.138, Florida Statutes.

4. Scrutinized Companies. PGV is not on the Scrutinized Companies or Other Entities that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and is not engaged in business operations in Cuba or Syria.

5. E-Verify. PGV is registered with and uses the E-Verify system to verify the work authorization status of all new employees, as required by section 448.095, Florida Statutes. PGV's E-Verify company identification number is _____.

Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

_____

Signature of Affiant

Printed Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization this ____ day of _____, 20__, by _____, who is [ ] personally known to me or [ ] has produced _____ as identification.

_____

Notary Public, State of _____

Print Name: _____

My Commission Expires: _____

SECTION VII

Docusign Envelope ID: 35F950D1-2929-8445-82A3-68FD78EF777A

Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer ~~to~~ the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: 22941-119 Application No(s): 22941-119

Project Name: Grand Champion SW29 Phase (if applicable): Phase I - Indigo Community Development District stormwater pond only.

A. Request to Transfer: The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: DocuSigned by: Mark McCommon (49121244702E447...) Signature of Permittee

Mark McCommon, Chair
Name and Title

Indigo Community Development District
Company Name

219 E. Livingston Street
Company Address

407-841-5524
Phone/email address

Orlando, Florida 32801
City, State, Zip

B. Agreement for System Operation and Maintenance Responsibility: The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: DocuSigned by: Mark McCommon (49121244702E447...) Signature of Representative of O&M Entity

Indigo Community Development District
Name of Entity for O&M

Mark McCommon, Chair
Name and Title

3504 Lake Lynda Drive, Suite 400
Address

bwitte@halff.com
Email Address

Orlando, Florida 32817
City, State, Zip

689-303-3306
Phone

2026-11-10
Date

Enclosed are the following documents, as applicable:

- ☐ Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- ☐ Copy of all recorded plats
- ☐ Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- ☐ Copy of filed articles of incorporation (if filed before 1995)
- ☐ ~~A~~ Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)

Docusign Envelope ID: 77FD44D3-6242-8EEB-8209-FC6AD26924F0

Application for Individual and Conceptual Approval Environmental Resource Permit, State 404 Program Permit, and Authorization to Use State-Owned Submerged Lands

Florida Department of Environmental Protection/

Water Management Districts

Effective 12/22/2020

Instructions for Use of This Form:

This form is designed to assist you in submitting a complete application. All applications must include Section A-General Information for All Activities. Sections B through H list typical information that is needed based on the proposed activities and are only required as applicable. Part 1-C of Section A will guide you to the correct sections needed based on your proposed activities. Applicants are advised to consult Chapter 62-330, F.A.C., and the Environmental Resource Permit Applicant's Handbook Volumes I and II for information regarding the ERP permitting process and requirements while preparing their application. Internet addresses for Chapter 62-330, F.A.C., and the Applicant's Handbook, Agency contact information, and additional instructions for this form can be found in Attachment 1.

What Sections of the Application Must I Fill Out?

Type of Activity	Section A	Section B	Section C	Section D	Section E	Section F	Section G	Section H	Section I
Fill in wetlands or waters for a single family residence?	Y	Y	N	N	N	N	N	N	Y, if in assumed waters
Docks, shoreline stabilization, seawalls associated with a single family residence?	Y	Y	N	N	N	Y, as needed	N	N	Y, if in assumed waters
Wetland impacts (other than association with an individual residence)?	Y	N	Y	N	N	N	N	N	Y, if in assumed waters
Boating facilities, a marina, jetty, reef, or dredging?	Y	N	Y	Y	N	Y, as needed	N	N	Y, if in assumed waters
Any work on state owned submerged land?	Y	N	Y	N	N	Y	N	N	Y, if in assumed waters
Construction of a stormwater management system?	Y	N	Y, as needed	N	Y	N	N	N	N
Constructing a mitigation bank?	Y	N	Y	N	Y, as needed	N	Y	N	Y, if in assumed waters
Creating a mine?	Y	N	Y, as needed	N	N	N	N	Y	Y, if in assumed waters

If you have any questions, or would like assistance completing this form, please contact the staff of the nearest office of either the Florida Department of Environmental Protection (DEP) or a Water Management District (WMD) (see Attachment 2).

Section A:
General Information for All Activities

Part 1: Name, Application Type, Location, and Description of Activity

A. Name of project, including phase if applicable: Grande Champion SW-12 CMAC Improvements
B. This is for (check all that apply):

☐ Construction and operation of **new** works, activities, and/ or a stormwater management system

☐ **Conceptual Approval** of proposed works, activities and/ or a stormwater management system

☒ Modification or alteration of **existing** works, activities, and/or a stormwater management system. Provide the existing DEP or WMD permit #, if known: 22941-53 Note: Minor modifications do not require completion of this form, and may instead be requested by letter in accordance with section 6.2 of Applicant's Handbook Volume I.

☐ **Maintenance or repair** of works, activities, and/ or a stormwater management system previously permitted by the DEP or WMD. Provide existing permit #, if known:

☐ Abandonment or removal of works, activities, and/ or a stormwater management system.

Provide existing DEP or WMD permit #, if known:

☐ Operation of an **existing unpermitted** work, activity, and/or stormwater management system.

☐ Construction of additional phases of a permitted work, activity, or system.

Provide the existing DEP or WMD permit #, if known:

☐ A State 404 Program authorization:

☐ Exemption ☐ General Permit ☐ Individual Permit

If requesting an Exemption or General Permit provide Rule #, if known:

☐ **By checking this box**, I hereby voluntarily waive, in accordance with Rule 62-330.090(8), F.A.C., the agency action deadlines in section 5.5.3 of Volume I in the event my project also requires a State 404 Program authorization (other than an exemption) under Chapter 62-331, F.A.C., and request that the agency actions for the ERP and State 404 Program authorizations be issued at the same time. (This is strongly recommended to ensure consistency, and to reduce the potential need for project modifications to resolve inconsistencies that may occur when the agency actions are issued at different times.) If this box is checked and the Agency(ies) determines that no State 404 Program authorization is required, the Agency will continue to abide by section 5.5.3 of Volume I.

C. **List the type of activities proposed. Check all that apply**, **and provide the supplemental information requested in each of the referenced application sections.** Please also reference Applicant's Handbook Volumes I and II for the type of information that may be needed.

☐ Activities associated with one single-family residence, duplex, triplex, or quadruplex that do not qualify for an exemption or a General Permit: **Provide the information requested in Section B. Do not complete Section C.**

☐ Activities within wetlands or surface waters, or within 25 feet of a wetland or surface water, (not including the activities associated with an individual single-family residence). Examples include dredging, filling, outfall structures, docks, piers, over-water structures, shoreline stabilization, mitigation, reclamation, and restoration/enhancement. **Provide the information requested in Section C.**

☐ Activities within navigable or flowing surface waters such as a multi-slip dock or marina, dry storage facility, dredging, bridge, breakwaters, reefs, or other offshore structures: **In addition to Section C, also provide the information requested in Section D.**

☐ Activities that are (or may be) located within, on, or over state-owned submerged lands (See Chapter 18-21, F.A.C. https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-21): **In addition to Section B or C, also provide the information requested in Section F.**

☒ Construction or alteration of a stormwater management system serving residential, commercial, transportation, industrial, agricultural, or other land uses, or a solid waste facility (excluding mines that are regulated by DEP). **Provide the information requested in Section E.**

☐ Creation or modification of a Mitigation Bank (refer to Chapter 62-342, F.A.C. https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-342): **Provide the information requested in Section G.**

☐ Mines (as defined in Section 2.0 of Applicant's Handbook Volume I) that are regulated by the DEP: **Provide the information requested in Section H.**

☐ Other, describe: Please contact the Agency to determine which additional sections of the application are needed. See Attachment 2 for Agency contacts.

D. Describe in general terms the proposed project, system, works, or other activities. For permit modifications, please briefly describe the changes requested to the permit: This application proposed the modification of control structure CS-AM3, located within WC-10 of the master stormwater management system. The project includes the installation of Continuous Monitoring and Adaptive Control (CMAC) equipment for improved flood control and attenuation capabilities.

E. Project/Activity Street/Road Address or other location (if applicable):
City: Daytona Beach County(ies): Volusia Zip: 32124

Note: For utility, road, or ditch/canal activities, provide a starting and ending point using street names and nearest house numbers or provide length of project in miles along named streets or highways.

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F. Project location map and Section, Township, and Range information (use additional sheets if needed):

Please attach a location map showing the location and boundaries of the proposed activity in relation to major intersections or other landmarks. The map should also contain a north arrow and a graphic scale; show Section(s), Township(s), and Range(s); and must be of sufficient detail to allow a person unfamiliar with the site to find it.

Land Grant name, if applicable:

Section(s): 28,33 Township: **15S** Range: 32E

Section(s): 28,33 Township: 15S Range: 32E

G. Latitude (DMS) º ' " N Longitude (DMS) º ' " W
(Taken from central location of the activity). Explain source for obtaining latitude and longitude (i.e. U.S.G.S. Quadrangle Map, GPS, online resource):

H. Tax Parcel Identification Number(s): 522801000003

[Number may be obtained from property tax bill or from the county property appraiser's office; if on multiple parcels, provide multiple Tax Parcel Identification Numbers]

I. Directions to Site (from major roads; include distances and landmarks as applicable): Northwest of the I-95 and US 92 (W International Speedway Blvd) interchange..

J. Project area or phase area: 0.02 acres

K. Name of waterbody(ies) (if known) in which activities will occur or into which the system will discharge: Tomoka River

The following questions (M-O) are not applicable to activities related to an individual single-family residence, including a dock, pier, and/or seawall associated with that residence.

L. Is it part of a larger plan of development or sale? ☒ yes ☐ no

M. Impervious or semi-impervious area excluding wetlands and other surface waters (if applicable):

0 acres or square feet

N. Volume of water the system is capable of impounding (if applicable):

Normal Pool: 186.48 acre-feet. Depth 12.00 ft.
Maximum Pool: 223.80 acre-feet. Depth 13.97 ft.

Part 2: Supplemental Information, and Permit History

A. Is this an application to modify an existing Environmental Resource Permit or to construct or implement part of a multi-phase project, such as a project with a Conceptual Approval permit? ☒ Yes ☐ No (If you answered "yes", please provide permit numbers below*):*

Agency	Date	Permit/Application No.	Project Name
WMD	**Feb 2003**	**22941-53**	**LPGA S-29**

B. Indicate if there have been any **pre-application meeting(s)** with the DEP, WMD, or delegated local government, or other discussions, meetings, or coordination with other stakeholders or agencies about the proposed project, system or activity. If so, please provide the date(s), location(s) of the meeting, and the name(s) of Agency staff that attended the meeting(s):

Agency	Date	Location	Meeting Attendees

C. **Attach a depiction (plan and section views), which clearly shows the works or other activities proposed to be constructed.** Use multiple sheets, if necessary, a scale sufficient to show the location and type of works, and include a north arrow and a key to any symbols used. **Specific information to be included in the plans is based on the activities proposed and is further described in Sections B-H**. However, supplemental information may be required based on the specific circumstances or location of the proposed works or other activies.

D. Processing Fee: **Please submit the application processing fee along with this application form and supplemental information.** Processing fees vary based on the size of the activity, the type of permit applied for, and the reviewing Agency. Please reference Appendix D of Applicant's Handbook Volume I to determine the appropriate fee.

Part 3: Applicant and Associated Parties Information

Instructions: Please complete the following sections. For corporations, list a person who is a registered agent or officer of the corporation who has the legal authority to bind the corporation.

A. Applicant (Entity Must Have Sufficient Real Property Interest)
☐ **This is a Contact Person for Additional Information**

Last Name: Thomasson First Name: Mark Middle Initial:

Title: Vice President
Company: National Stormwater Trust, Inc.
Address: 2282 Killearn Center Blvd, Ste D
City: Tallahassee
State: FL
Zip: 32309-3555
Home Telephone:
Work Telephone: (850)-510-2226
Cell Phone:
E-mail Address: mpt@nationalstormwater.com

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

B. Land Owner(S) (If Different or in Addition to Applicant)
☐ **Check here if land owner is also a co-applicant**

Last Name: McCommon
First Name: Mark
Middle Initial:
Title: Chair
Company: Indigo Community Development District
Address: 219 E. Livingston Street
City: Orlando
State: FL
Zip: 32801
Home Telephone:
Work Telephone: 407-841-5524
Cell Phone:
E-mail Address: mark_mccommon@yahoo.com

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

C. Operation and Maintenance Entity(see Applicant's Handbook I, Section 12.3)

Last Name: Thomasson
First Name: Mark
Middle Initial:
Title: VP
Company: National Stormwater Trust, Inc
Address: 2282 Killearn Center Blvd, Suite D
City: Tallahassee
State: FL
Zip: 32309
Home Telephone:
Work Telephone: 850-510-2226
Cell Phone:
E-mail Address: mpt@nationalstormwater.com

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

D. Co-Applicant (If Different or In Addition to Applicant and Owner)

Last Name: McCommon
First Name: Mark
Middle Initial:
Title: Chair
Company: Indigo Community Development District
Address: 219 E. LIvingston Street
City: Orlando
State: FL
Zip: 32801
Home Telephone:
Work Telephone: 407-841-5524
Cell Phone:
E-mail Address: mark_mccommon@yahoo.com

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

E. Registered Professional Consultant
☒**This is a contact person for additional information**

Last Name: Ledford
First Name: Jackson
Middle Initial:
Title: Stormwater Engineer
Company: National Stormwater Trust, Inc
Address: 2282 Killearn Center Blvd Suite B
City: Tallahassee
State: FL
Zip: 32309
Home Telephone:
Work Telephone: 616-954-5943
Cell Phone:
E-mail Address: jjl@nationalstormwater.com

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

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F. Environmental Consultant
☐ **This is a contact person for additional information**

Last Name:	First Name:	Middle Initial:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:		
E-mail Address:		

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

G. Agent Authorized to Secure Permit (If Different from Consultant)

Last Name:	First Name:	Middle Initial:
Title:	Company:	
Address:		
City:	State: FL	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:		
E-mail Address:		

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

If necessary, please add additional pages for other contacts and property owners related to this project.

H. Real Property Interest

a. Permits are only issued to entities having sufficient real property interest as described in Section 4.2.3(d) of Applicant's Handbook Volume I**. Please attach evidence of the applicant's real property interest over the land upon which the activities subject to the application will be conducted, including mitigation areas (if applicable).** Refer to Sections 4.2.3(d)-(e) for sufficient real property interest documentation.

b. For activities that require a recorded notice in accordance with rule 62-330.090(7), F.A.C., please provide either the complete legal description of the property or a copy of the pages of the document recorded in the public records that contains the complete legal description. If the land upon which the proposed activities are to occur is not owned by the applicant, the applicant must also provide copies of any right-of-way, leases, easements, or other legal agreement which authorizes the applicant to perform the activities on those lands.

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Part 4: Signatures and Authorization to Access Property

Instructions: For multiple applicants please provide a separate Part 4 for each applicant. For corporations, the application must be signed by a person authorized to bind the corporation. A person who has sufficient real property interest (see Section 4.2.3(d) of Applicant's Handbook Volume I) is required in (B) to authorize access to the property, except when the applicant has the power of eminent domain.

A. By signing this application form, I am applying for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto does not relieve me of any obligation for obtaining any other required federal, state, water management district, or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a different responsible operation and maintenance entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Mark McCommon
Typed/Printed Name of Applicant or Applicant's Authorized Agent

DocuSigned by: Mark McCommon
Signature of Applicant or Applicant's Authorized Agent

Date 2026-11-13

Chair, Indigo Community Development District
(Corporate Title if applicable)

B. Certification of Sufficient Real Property Interest And Authorization For Staff To Access The Property:

I certify that:

☒ **I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I,** over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application, upon advance notice. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, if a permit is granted, upon advance notice, I agree to provide entry to the project site for such agents or personnel with proper identification to determine compliance with permit conditions and permitted plans and specifications.

OR

☐ I represent an entity having **the power of eminent domain and condemnation authority**, and I/we shall make appropriate arrangements to enable staff of the Agency to legally access, inspect, and sample the property as described above.

Mark McCommon
Typed/Printed Name

DocuSigned by: Mark McCommon
4912124A702E447...
Signature

Date 2026-11-13

Chair, Indigo Community Development District
(Corporate Title if applicable)

Docusign Envelope ID: 77FD44D3-6242-8EEB-8209-FC6AD26924F0

C. Designation of Authorized Agent (If Applicable):

I hereby designate and authorize to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

_____	_____	
Typed/Printed Name of Applicant	Signature of Applicant	Date

(Corporate Title if applicable)

SECTION IX

Indigo

Community Development District

Unaudited Financial Reporting

October 31, 2026

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Indigo

Community Development District

Balance Sheet

October 31, 2026

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Cash - Wells Fargo Bank	$ 44,088	$ -	$ -	$ 44,088
Investments:				
Series 1999A				
Reserve	-	70,850	-	70,850
Revenue	-	60,190	-	60,190
Prepayment	-	975	-	975
Construction	-	-	174,999	174,999
Series 1999C				
Reserve	-	59,586	-	59,586
Revenue	-	1,349,683	-	1,349,683
Redemption	-	792,428	-	792,428
Remedial Expenditure	-	0	-	0
Series 2005				
Reserve	-	71,184	-	71,184
Revenue	-	1,239,298	-	1,239,298
Escrow Deposit	-	11,644	-	11,644
Remedial Expenditure	-	0	-	0
Series 2021				
Reserve	-	78,307	-	78,307
Revenue	-	76,629	-	76,629
Construction	-	-	14,343	14,343
Series 2024				
Reserve	-	112,661	-	112,661
Revenue	-	110,938	-	110,938
Construction	-	-	15,649	15,649
Due from General Fund	-	355,648	-	355,648
Investment - Custody	1,157,995	-	-	1,157,995
SBA - Operating	110,364	-	-	110,364
SBA - Reserve	9,686	-	-	9,686
Total Assets	**$ 1,322,133**	**$ 4,390,023**	**$ 204,991**	**$ 5,917,147**
Liabilities:				
Accounts Payable	$ 5,239	$ -	$ -	$ 5,239
Due to Debt Service 1999C	73,038	-	-	73,038
Due to Debt Service 2005	282,610	-	-	282,610
Due to Other	2,755	-	-	2,755
Accrued Principal Payment 1999C	-	3,445,000	-	3,445,000
Accrued Principal Payment 2005	-	1,280,000	-	1,280,000
Accrued Interest Payment 2005	-	2,486,294	-	2,486,294
Total Liabilities	**$ 363,642**	**$ 7,211,294**	**$ -**	**$ 7,574,936**
Fund Balances:				
Assigned For Debt Service 1999A	$ -	$ 132,015	$ -	$ 132,015
Assigned For Debt Service 1999C	-	(1,170,265)	-	(1,170,265)
Assigned For Debt Service 2005	-	(2,161,557)	-	(2,161,557)
Assigned For Debt Service 2021	-	154,936	-	154,936
Assigned For Debt Service 2024	-	223,599	-	223,599
Assigned For Capital Projects 1999A	-	-	174,999	174,999
Assigned For Capital Projects 2021	-	-	14,343	14,343
Assigned For Capital Projects 2024	-	-	15,649	15,649
Unassigned	958,491	-	-	958,491
Total Fund Balances	**$ 958,491**	**$ (2,821,271.27)**	**$ 204,991**	**$ (1,657,789)**
Total Liabilities & Fund Equity	$ 1,322,133	$ 4,390,023	$ 204,991	$ 5,917,147

Indigo

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Revenues:				
Assessments	$ 1,616,396	$ -	$ -	$ -
I-95 City of Daytona Beach Funding	8,775	-	-	-
Interest	48,000	4,000	4,216	216
Total Revenues	**$ 1,673,171**	**$ 4,000**	**$ 4,216**	**$ 216**
Expenditures:				
Administrative:				
Supervisor Fees	$ 12,000	$ 1,000	$ -	$ 1,000
FICA Expense	918	77	-	77
Engineering Fees	15,000	1,250	-	1,250
District Counsel	28,000	2,333	-	2,333
Arbitrage	2,250	188	-	188
Dissemination Agent	11,135	928	928	0
Annual Audit	6,430	-	-	-
Trustee Fees	13,496	-	-	-
Assessment Administration	22,491	22,491	22,491	0
Management Fees	70,717	5,893	5,893	(0)
Information Technology	2,971	248	248	(0)
Website Maintenance	1,273	106	106	0
Telephone	300	25	-	25
Postage	1,000	83	52	32
Printing & Binding	1,750	146	-	146
Insurance	34,000	34,000	30,181	3,819
Legal Advertising	2,500	208	-	208
Meeting Room Fee	2,442	204	-	204
Other Current Charges	500	42	43	(1)
Office Supplies	350	29	0	29
Office Expense	6,000	500	500	-
Dues, Licenses & Subscriptions	175	175	-	175
Total Administrative:	**$ 235,698**	**$ 69,925**	**$ 60,441**	**$ 9,484**
Maintenance Expenses I-95				
Electric	$ 27,000	$ 2,250	$ -	$ 2,250
Landscape - Contract	55,986	4,666	4,666	-
Landscape - Contingency	3,500	292	-	292
Plant Replacement & Annuals	8,000	667	-	667
Lake Maintenance	6,755	563	483	80
Irrigation Repairs & Maintenance	20,000	1,667	-	1,667
Repairs	9,845	820	45	775
Miscellaneous	2,461	205	205	(0)
Total I-95 Maintenance Expenses	**$ 133,547**	**$ 11,129**	**$ 5,398**	**$ 5,731**

Indigo

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Maintenance Expense - Community Wide				
On-Site Manager	$ 38,160	$ 3,180	$ 3,180	$ -
Electric	45,610	3,801	3,335	466
Landscape - Contract	600,376	50,031	50,031	-
Landscape - Contingency	50,000	4,167	1,050	3,117
Fertilizer/Pest Control	38,000	3,167	-	3,167
Plant Replacement & Annuals	35,000	2,917	-	2,917
Sod Replacement	28,512	2,376	-	2,376
Lake Maintenance	102,441	8,537	10,951	(2,414)
Fountain Maintenance	18,000	1,500	2,360	(860)
Holiday Lighting	18,585	-	-	-
Irrigation Repair & Maintenance	35,000	2,917	-	2,917
Repairs	39,800	3,317	2,014	1,303
Miscellaneous	16,158	1,347	205	1,141
Conservation Easement Maintenance	50,224	4,185	4,185	-
Tree Trimming	29,892	2,491	-	2,491
Pressure Washing	20,000	1,667	-	1,667
The Preserve at LPGA				
Landscape - Contract	$ 113,736	$ 9,478	$ 9,478	$ -
Landscape - Contingency	8,000	667	-	667
Plant Replacement & Annuals	2,500	208	-	208
Floating Wetland Maintenance	112,768	9,397	-	9,397
Irrigation Repair & Maintenance	-	-	-	-
Miscellaneous	2,500	208	-	208
Total Maintenance Expenses - Community Wide	**$ 1,407,762**	**$ 115,556**	**$ 86,789**	**$ 28,767**
Total Expenditures	**$ 1,777,006**	**$ 196,610**	**$ 152,629**	**$ 43,982**
Excess Revenues (Expenditures)	$ (103,835)		$ (148,412)	
Fund Balance - Beginning	$ 103,835		$ 1,106,903	
Fund Balance - Ending	$ (0)		$ 958,491	

Indigo

Community Development District

Debt Service Fund - Series 1999A

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Revenues:				
Special Assessments	$ 72,750	$ -	$ -	$ -
Interest	3,600	300	378	78
Total Revenues	**$ 76,350**	**$ 300**	**$ 378**	**$ 78**
Expenditures:				
Series 1999A				
Interest - 11/01	$ 10,150	$ -	$ -	$ -
Special Call - 11/01	-	-	-	-
Principal - 05/01	50,000	-	-	-
Interest - 05/01	10,150	-	-	-
Special Call - 05/01	-	-	-	-
Total Expenditures	**$ 70,300**	**$ -**	**$ -**	**$ -**
Excess Revenues (Expenditures)	$ 6,050		$ 378	
Fund Balance - Beginning	$ 52,613		$ 131,637	
Fund Balance - Ending	$ 58,663		$ 132,015	

Indigo

Community Development District

Debt Service Fund - Series 1999C

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Revenues:				
Special Assessments	$ 377,662	$ -	$ -	$ -
Interest	27,000	2,250	5,956	3,706
Total Revenues	**$ 404,662**	**$ 2,250**	**$ 5,956**	**$ 3,706**
Expenditures:				
Series 1999C				
Debt Service Obligation	$ 924,725	$ -	$ -	$ -
Other Debt Service Costs	-	-	-	-
Total Expenditures	**$ 924,725**	**$ -**	**$ -**	**$ -**
Excess Revenues (Expenditures)	$ (520,063)		$ 5,956	
Fund Balance - Beginning	$ 520,063		$ (1,176,220)	
Fund Balance - Ending	$ -		$ (1,170,265)	

Indigo

Community Development District

Debt Service Fund - Series 2005

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Revenues:				
Special Assessments	$ 335,228	$ -	$ -	$ -
Interest	16,000	1,333	3,576	2,243
Total Revenues	**$ 351,228**	**$ 1,333**	**$ 3,576**	**$ 2,243**
Expenditures:				
Series 2005				
Debt Service Obligation	$ 106,088	$ -	$ -	$ -
Other Debt Service Costs	-	-	-	-
Total Expenditures	**$ 106,088**	**$ -**	**$ -**	**$ -**
Excess Revenues (Expenditures)	$ 245,141		$ 3,576	
Fund Balance - Beginning	$ -		$ (2,165,133)	
Fund Balance - Ending	$ 245,141		$ (2,161,557)	

Indigo

Community Development District

Debt Service Fund - Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Revenues:				
Special Assessments	$ 156,614	$ -	$ -	$ -
Interest	5,400	450	445	(5)
Total Revenues	**$ 162,014**	**$ 450**	**$ 445**	**$ (5)**
Expenditures:				
Series 2021				
Interest - 11/01	$ 45,449	$ -	$ -	$ -
Principal - 05/01	65,000	-	-	-
Interest - 05/01	45,449	-	-	-
Total Expenditures	**$ 155,899**	**$ -**	**$ -**	**$ -**
Other Sources/(Uses)				
Transfer In/(Out)	$ (2,400)	$ (200)	$ (225)	$ 25
Total Other Financing Sources (Uses)	**$ (2,400)**	**$ (200)**	**$ (225)**	**$ 25**
Excess Revenues (Expenditures)	$ 3,715		$ 220	
Fund Balance - Beginning	$ 70,918		$ 154,717	
Fund Balance - Ending	$ 74,633		$ 154,936	

Indigo

Community Development District

Debt Service Fund - Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Revenues:				
Special Assessments	$ 225,323	$ -	$ -	$ -
Interest	7,600	633	642	8
Total Revenues	**$ 232,923**	**$ 633**	**$ 642**	**$ 8**
Expenditures:				
Series 2024				
Interest - 11/01	$ 87,194	$ -	$ -	$ -
Principal - 05/01	50,000	-	-	-
Interest - 05/01	87,194	-	-	-
Total Expenditures	**$ 224,388**	**$ -**	**$ -**	**$ -**
Other Sources/(Uses)				
Transfer In/(Out)	$ (3,600)	(300)	$ (324)	$ 24
Total Other Financing Sources (Uses)	**$ (3,600)**	**$ (300)**	**$ (324)**	**$ 24**
Excess Revenues (Expenditures)	$ 4,936		$ 318	
Fund Balance - Beginning	$ 110,563		$ 223,281	
Fund Balance - Ending	$ 115,499		$ 223,599	

Indigo

Community Development District

Capital Projects Fund - Series 1999A

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Revenues:				
Interest	$ -	$ -	$ 501	$ 501
Total Revenues	**$ -**	**$ -**	**$ 501**	**$ 501**
Expenditures:				
Capital Outlay	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**
Other Financing Sources/(Uses)				
Transfer In/(Out)	$ -	$ -	$ -	$ -
Total Other Financing Sources (Uses)	**$ -**	**$ -**	**$ -**	**$ -**
Excess Revenues (Expenditures)	$ -		$ 501	
Fund Balance - Beginning	$ -		$ 174,498	
Fund Balance - Ending	$ -		$ 174,999	

Indigo

Community Development District

Capital Projects Fund - Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Revenues:				
Interest	$ -	$ -	$ 265	$ 265
Total Revenues	**$ -**	**$ -**	**$ 265**	**$ 265**
Expenditures:				
Capital Outlay	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**
Other Financing Sources/(Uses)				
Transfer In/(Out)	$ -	$ -	$ -	$ -
Total Other Financing Sources (Uses)	**$ -**	**$ -**	**$ -**	**$ -**
Excess Revenues (Expenditures)	$ -		$ 265	
Fund Balance - Beginning	$ -		$ 14,078	
Fund Balance - Ending	$ -		$ 14,343	

Indigo

Community Development District

Capital Projects Fund - Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2026

	Adopted Budget	Prorated Budget Thru 10/31/26	Actual Thru 10/31/26	Variance
Revenues:				
Interest	$ -	$ -	$ 368	$ 368
Total Revenues	**$ -**	**$ -**	**$ 368**	**$ 368**
Expenditures:				
Capital Outlay - Construction	$ -	$ -	$ -	$ -
Capital Outlay - Cost of Issuance	-	-	-	-
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**
Other Financing Sources/(Uses)				
Transfer In/(Out)	$ -	$ -	$ -	$ -
Total Other Financing Sources (Uses)	**$ -**	**$ -**	**$ -**	**$ -**
Excess Revenues (Expenditures)	$ -		$ 368	
Fund Balance - Beginning	$ -		$ 15,281	
Fund Balance - Ending	$ -		$ 15,649	

Indigo

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Assessments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
I-95 City of Daytona Beach Funding	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	4,216	-	-	-	-	-	-	-	-	-	-	-	4,216
Miscellaneous Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	**$ 4,216**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,216**
Expenditures:													
Administrative:													
Supervisor Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FICA Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
District Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-
Arbitrage	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	928	-	-	-	-	-	-	-	-	-	-	-	928
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	22,491	-	-	-	-	-	-	-	-	-	-	-	22,491
Management Fees	5,893	-	-	-	-	-	-	-	-	-	-	-	5,893
Information Technology	248	-	-	-	-	-	-	-	-	-	-	-	248
Website Maintenance	106	-	-	-	-	-	-	-	-	-	-	-	106
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	52	-	-	-	-	-	-	-	-	-	-	-	52
Printing & Binding	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	30,181	-	-	-	-	-	-	-	-	-	-	-	30,181
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Meeting Room Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	43	-	-	-	-	-	-	-	-	-	-	-	43
Office Supplies	0	-	-	-	-	-	-	-	-	-	-	-	0
Office Expense	500	-	-	-	-	-	-	-	-	-	-	-	500
Dues, Licenses & Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Administrative:	**$ 60,441**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 60,441**
Maintenance Expenses - I-95													
Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Landscape - Contract	4,666	-	-	-	-	-	-	-	-	-	-	-	4,666
Landscape - Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Plant Replacement & Annuals	-	-	-	-	-	-	-	-	-	-	-	-	-
Lake Maintenance	483	-	-	-	-	-	-	-	-	-	-	-	483
Irrigation Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs	45	-	-	-	-	-	-	-	-	-	-	-	45
Miscellaneous	205	-	-	-	-	-	-	-	-	-	-	-	205
Total I-95 Expenses	**$ 5,398**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 5,398**

Indigo

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Maintenance Expenses - Community Wide													
On-Site Manager	$ 3,180	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,180
Electric	3,335	-	-	-	-	-	-	-	-	-	-	-	3,335
Landscape - Contract	50,031	-	-	-	-	-	-	-	-	-	-	-	50,031
Landscape - Contingency	1,050	-	-	-	-	-	-	-	-	-	-	-	1,050
Fertilizer/Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Plant Replacement & Annuals	-	-	-	-	-	-	-	-	-	-	-	-	-
Sod Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Lake Maintenance	10,951	-	-	-	-	-	-	-	-	-	-	-	10,951
Fountain Maintenance	2,360	-	-	-	-	-	-	-	-	-	-	-	2,360
Holiday Lighting	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Repair & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs	2,014	-	-	-	-	-	-	-	-	-	-	-	2,014
Miscellaneous	205	-	-	-	-	-	-	-	-	-	-	-	205
Conservation Easement Maintenance	4,185	-	-	-	-	-	-	-	-	-	-	-	4,185
Tree Trimming	-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Washing	-	-	-	-	-	-	-	-	-	-	-	-	-
The Preserve at LPGA													
Landscape - Contract	$ 9,478	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,478
Landscape - Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Plant Replacement & Annuals	-	-	-	-	-	-	-	-	-	-	-	-	-
Floating Wetland Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Repair & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Maintenance Expenses - Community W	**$ 86,789**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 86,789**
Total Expenditures	**$ 152,629**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 152,629**
Excess Revenues (Expenditures)	$ (148,412)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (148,412)

Indigo

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2027

Gross Assessments	$ 1,851,499.97	$ 77,118.75	$ 387,876.89	$ 392,317.13	$ 166,605.41	$ 239,696.94	$ 3,115,115.09
Net Assessments	$ 1,740,409.97	$ 72,491.63	$ 364,604.28	$ 368,778.10	$ 156,609.09	$ 225,315.12	$ 2,928,208.18

ON ROLL ASSESSMENTS

			59.44%	2.48%	12.45%	12.59%	5.35%	7.69%	100.00%
Date	*Distribution*	*Net Receipts*	*O&M Portion*	*1999A Debt Service Asmt*	*1999C Debt Service Asmt*	*2005 Debt Service Asmt*	*2021 Debt Service Asmt*	*2024 Debt Service Asmt*	*Total*
11/6/26	ACH	$13,129.91	$9,202.62	$586.57	$2,419.32	$0.00	$377.82	$543.58	$13,129.91
11/10/26	ACH	82,921.93	$57,871.10	$1,803.13	$6,992.28	$3,444.11	$5,253.31	$7,558.00	82,921.93
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
		0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00
	TOTAL	**$ 96,051.84**	**$ 67,073.72**	**$ 2,389.70**	**$ 9,411.60**	**$ 3,444.11**	**$ 5,631.13**	**$ 8,101.58**	**$ 96,051.84**

3.28%	**Net Percent Collected**
$ 2,832,156.34	**Balance Remaining to Collect**

SECTION X

SECTION A

Indigo

Community Development District

Summary of Invoices

September 15, 2026 - November 12, 2026

Fund	Date	Check No.'s	Amount
General Fund			
	9/17/26	5535-5537	$ 108,940.15
	9/24/26	5538-5541	8,410.81
	10/7/26	5542-5543	2,636.76
	10/15/26	5544-5552	56,876.61
	10/23/26	5553-5555	84,757.82
	10/27/26	5556	1,050.00
	11/5/26	5557-5561	14,923.08
			$ 277,595.23
Payroll			
	September 2026		
	Kevin Kilian	50730	$ 184.70
	Mark McCommon	50731	159.70
	Ronald Brown	50732	184.70
			$ 529.10
TOTAL			**$ 278,124.33**

*** CHECK DATES 09/15/2026 - 11/12/2026 *** INDIGO CDD - GENERAL FUND
BANK A INDIGO - GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
9/17/26	00034	9/09/26	18324376	202609	330	53800-46000				*	4,869.00		
			RPLC CLOCKS/BOXES/LIGHTS										
		9/09/26	18324378	202609	330	53800-46000				*	5,530.00		
			RPLC TREE LIGHT AND BOXES										
									COURTEAUX ELECTRIC, INC.			10,399.00	005535
9/17/26	00137	9/14/26	33999	202609	300	15500-10000				*	11,061.00		
			FY27 GEN.LIAB/PUBLIC OFFC										
		9/14/26	33999	202609	300	15500-10000				*	19,120.00		
			FY27 PROPERTY INSURANCE										
									EGIS INSURANCE ADVISORS, LLC			30,181.00	005536
9/17/26	00160	9/01/26	30214	202609	320	53800-46200				*	4,665.50		
			I-95 LANDSCAPE MNT SEP26										
		9/01/26	30214	202609	330	53800-46200				*	50,031.35		
			LPGA/PRES/GC LNDSCP SEP26										
		9/01/26	30214	202609	340	53800-46200				*	9,478.00		
			PRESERVE LANDSCAPE SEP26										
		9/01/26	30214	202609	330	53800-46900				*	4,185.30		
			CONSERVE EASE MNT UNBRUSH										
									TEAM ROUNTREE INC			68,360.15	005537
9/24/26	00189	9/01/26	23	202607	310	51300-42000				*	.81		
			USPS 941 FORM										
		9/01/26	23A	202609	310	51300-34000				*	5,721.42		
			MANAGEMENT FEES SEP26										
		9/01/26	23A	202609	310	51300-35200				*	103.00		
			WEBSITE ADMIN FEE SEP26										
		9/01/26	23A	202609	310	51300-35100				*	240.33		
			INFORMATION TECH SEP26										
		9/01/26	23A	202609	310	51300-31300				*	900.92		
			DISSEMINATION FEE SEP26										
		9/01/26	23A	202609	310	51300-51000				*	.33		
			OFFICE SUPPLIES SEP26										
		9/01/26	23A	202609	310	51300-42000				*	8.61		
			POSTAGE SEP26										
									GOVERNMENTAL MANAGEMENT SERVICES			6,975.42	005538
9/24/26	00154	9/15/26	10173268	202608	310	51300-31100				*	495.25		
			NST/STAFF PREMIT COORD.										
									HALFF ASSOCIATES INC.			495.25	005539
9/24/26	00160	9/15/26	30237	202609	330	53800-46100				*	440.00		
			PIPED/RPLC CONTROL VALVE										
		9/15/26	30238	202609	330	53800-63100				*	90.00		
			INSTALL 6 IXOV										
									TEAM ROUNTREE INC			530.00	005540

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/24/26	00130	9/17/26	90270153	202609	330	53800-49000				*	205.07		
			RENT STORAGE 9/17-10/16										
		9/17/26	90270153	202609	320	53800-49000				*	205.07		
			RENT STORAGE 9/17-10/16										
									WILLIAMS SCOTSMAN INC			410.14	005541
10/07/26	00015	9/29/26	WO-01061	202610	330	53800-46800				*	2,350.00		
			50%DEP VEGETATION REMOVAL										
									SOLITUDE LAKE MANAGEMENT LLC			2,350.00	005542
10/07/26	00193	9/30/26	00079081	202609	310	51300-48000				*	286.76		
			NOT. OF FY27 BOS MEETINGS										
									USA TODAY MEDIA CORP			286.76	005543
10/15/26	00030	6/22/26	376930	202606	310	51300-32200				*	4,930.00		
			FY25 ANNUAL AUDIT FEE										
									BERGER TOOMBS ELAM GAINES&FRANK			4,930.00	005544
10/15/26	00034	10/06/26	18324475	202610	330	53800-46700				*	860.00		
			REPLACE RUSTED PANEL/WIRE										
									COURTEAUX ELECTRIC, INC.			860.00	005545
10/15/26	00189	10/01/26	24	202609	310	51300-49100				*	407.03		
			FAIRFILED INN MEETING FEE										
		10/01/26	24A	202610	310	51300-34000				*	5,893.08		
			MANAGEMENT FEES OCT26										
		10/01/26	24A	202610	310	51300-35200				*	106.08		
			WEBSITE ADMIN OCT26										
		10/01/26	24A	202610	310	51300-35100				*	247.58		
			INFORMATION TECH OCT26										
		10/01/26	24A	202610	310	51300-31300				*	927.92		
			DISSEMINATION FEES OCT26										
		10/01/26	24A	202610	310	51300-51000				*	.42		
			OFFICE SUPPLIES OCT26										
		10/01/26	24A	202610	310	51300-42000				*	51.66		
			POSTAGE OCT26										
		10/08/26	25	202610	310	51300-31700				*	22,491.00		
			FY27 ASSESSMENT ROLL CERT										
									GOVERNMENTAL MANAGEMENT SERVICES			30,124.77	005546
10/15/26	00154	10/08/26	10174714	202609	310	51300-31100				*	212.50		
			COORDINATION W/CDD STAFF										
									HALFF ASSOCIATES INC.			212.50	005547
10/15/26	00181	10/09/26	3828902	202606	310	51300-31500				*	70.00		
			REV NAT STORM TRUST AGREE										

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		10/09/26	3828902	202606	310-51300-31500			*	1,526.50		
			STORMWATER POND MATTER								
		10/09/26	3828902	202606	310-51300-31500			*	739.00		
			DEV.AGREE & BOND ISSUANCE								
		10/09/26	3828902A	202607	310-51300-31500			*	70.00		
			CORRESP MAY & MAR. MTGS								
		10/09/26	3828902A	202607	310-51300-31500			*	315.00		
			FLOATING WETLAND AGREEMNT								
		10/09/26	3828902A	202607	310-51300-31500			*	482.50		
			AGENDA/CERT. TITLE & TAX								
		10/09/26	3828902A	202607	310-51300-31500			*	175.00		
			TRI-PARTY AGREEMENT								
		10/09/26	3828902A	202607	310-51300-31500			*	956.50		
			NAT STORMWATER POND AGREE								
		10/09/26	3828902A	202607	310-51300-31500			*	1,351.50		
			PREP/ATTEND BOS MEETING								
		10/09/26	3828902A	202607	310-51300-31500			*	140.00		
			DEVELOPMENT AGREEMENT								
		10/09/26	3828902A	202607	310-51300-31500			*	315.00		
			STORMWATER POND NOT. LTR.								
		10/09/26	3828902A	202607	310-51300-31500			*	89.14		
			MEALS/TRAVEL EXP/COSTS								
							KUTAK ROCK LLP			6,230.14	005548
10/15/26	00031	9/30/26	8859	202609	330-53800-46000			*	1,225.92		
			LPGA REPAIS/MAINT SEPT26								
		9/30/26	8859	202609	320-53800-46000			*	45.00		
			I-95 REPAIRS/LTR FIXTURES								
							SKYS THE LIMIT HANDYMAN SVCS INC			1,270.92	005549
10/15/26	00159	9/30/26	26-10	202610	310-51300-44000			*	500.00		
			MTHLY OFFICE RENT OCT26								
		9/30/26	26-149	202609	330-53800-12000			*	3,180.00		
			SITE MANAGEMENT SEPT26								
							SOLARIS MANAGEMENT INC			3,680.00	005550
10/15/26	00015	10/02/26	PSI30913	202610	330-53800-46800			*	312.50		
			SOUTH POND 7 FTN OCT-DEC								
		10/02/26	PSI31079	202610	330-53800-46800			*	8,288.09		
			LAKE/WETLAND SRVC OCT26								
		10/02/26	PSI31083	202610	320-53800-46800			*	482.69		
			LAKE/WETLAND SRVC OCT26								
							SOLITUDE LAKE MANAGEMENT LLC			9,083.28	005551
10/15/26	00160	9/17/26	30244	202609	330-53800-46600			*	485.00		
			DEAD PINE TREE REMOVAL								
							TEAM ROUNTREE INC			485.00	005552

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10/23/26	00031	9/30/26	8906	202609	330-53800-46000				*	14,091.53		
			INSTALL STREET SIGN/POST									
								SKYS THE LIMIT HANDYMAN SVCS INC			14,091.53	005553
10/23/26	00160	10/01/26	30255	202610	320-53800-46200				*	4,665.50		
			LANDSCAPE MAINT. OCT26									
		10/01/26	30255	202610	330-53800-46200				*	50,031.35		
			LPGA MAINTENANCE OCT26									
		10/01/26	30255	202610	340-53800-46200				*	9,478.00		
			PRESERVE COMM. SPECIFIC									
		10/01/26	30255	202610	330-53800-46900				*	4,185.30		
			CONSERVATION EASTMENT									
		10/01/26	30270	202610	330-53800-46700				*	1,500.00		
			QTRLY FOUNTAIN MAINT.									
		10/07/26	30275	202609	330-53800-49000				*	396.00		
			HOG CONTROL 9/30/26									
								TEAM ROUNTREE INC			70,256.15	005554
10/23/26	00130	10/17/26	90272181	202610	330-53800-49000				*	205.07		
			RENT STORAGE 10/17-11/16									
		10/17/26	90272181	202610	320-53800-49000				*	205.07		
			RENT STORAGE 10/17-11/16									
								WILLIAMS SCOTSMAN INC			410.14	005555
10/27/26	00160	10/12/26	30286	202610	330-53800-46600				*	1,050.00		
			PINE STUMPS GROUND									
								TEAM ROUNTREE INC			1,050.00	005556
11/05/26	00034	10/29/26	18324570	202610	330-53800-46000				*	510.00		
			CUT WIRES&NEW CONNECTIONS									
		10/29/26	18324571	202610	330-53800-46000				*	165.00		
			RESET CLOCK-MASTERS GLEN									
		10/29/26	18324572	202610	330-53800-46000				*	465.00		
			REPLACE 2 LIGHTS									
								COURTEAUX ELECTRIC, INC.			1,140.00	005557
11/05/26	00191	11/01/26	15068	202611	330-53800-46700				*	150.00		
			FOUNTAIN SERVICES NOV26									
								LEXINGTON POOL AND MAINTENANCE LLC			150.00	005558
11/05/26	00031	10/31/26	8890	202610	330-53800-46000				*	874.06		
			LGPA REPAIRS/MAINT OCT26									
		10/31/26	8890	202610	320-53800-46000				*	45.00		
			I-95-TEST/RPLC BULBS									
								SKYS THE LIMIT HANDYMAN SVCS INC			919.06	005559

*** CHECK DATES 09/15/2026 - 11/12/2026 *** INDIGO CDD - GENERAL FUND
BANK A INDIGO - GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
11/05/26	00159	10/30/26	26-154	202610	330	53800-12000				*	3,180.00		
			SITE MANAGEMENT SVC OCT26										
		11/01/26	26-11	202611	310	51300-44000				*	500.00		
			MTHLY OFFICE RENT NOV26										
									SOLARIS MANAGEMENT INC			3,680.00	005560
11/05/26	00015	11/02/26	PSI31714	202611	320	53800-46800				*	497.29		
			LAKE/WET LAND SRVC NOV26										
		11/02/26	PSI31732	202611	330	53800-46800				*	8,536.73		
			LAKE/WET LAND SRVC NOV26										
									SOLITUDE LAKE MANAGEMENT LLC			9,034.02	005561

TOTAL FOR BANK A 277,595.23

TOTAL FOR REGISTER 277,595.23