



Rizzetta & Company

# **Trout Creek Community Development District**

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**Board of Supervisors' Meeting  
July 21, 2021**

District Office:  
2806 N. Fifth Street  
Unit 403  
St. Augustine, FL 32084

[www.troutcreekcdd.org](http://www.troutcreekcdd.org)

**TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St Augustine, FL 32084.

<b>Board of Supervisors</b>	Andy Smith David Roane Michael Gruber Frank Murphy Ryan Stone	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Melissa Dobbins	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jonathan Johnson Katie Buchanan	Hopping Green & Sams, P.A. Hopping Green & Sams, P.A.
<b>District Engineer</b>	Brad Davis	Prosser Inc.

**All cellular phones must be placed on mute while in the meeting.**

All cellular phones must be placed on mute while in the meeting room.

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.troutcreekcdd.org](http://www.troutcreekcdd.org)

July 14, 2021

Board of Supervisors  
Trout Creek Community  
Development District

## AGENDA

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **Wednesday, July 21, 2021** at 3:00 p.m. at the Shearwater Amenity Center located at 100 Kayak Way, St. Augustine, FL 32092. The following is the agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Special Meeting held on May 12, 2021.....Tab 1
  - B. Ratification of Operations and Maintenance Expenditures for March 2021, April 2021 and May 2021 .....Tab 2
  - C. Construction Activity Report, Period Ending May 31, 2021.....Tab 3
  - D. Ratification of Capital Improvements, Account Series 2018, CUS 134-137, CUS 138-139, CUS 142-148.....Tab 4
  - E. Ratification of Capital Improvement, Account Series 2020, CUS 7, CUS 8.....Tab 5
4. **STAFF REPORTS**
  - A. District Counsel
    - 1.) Update on E-Verify.....Tab 6
  - B. District Engineer
  - C. Construction Administrator
  - D. Amenity and Maintenance Reports
  - E. District Manager
5. **BUSINESS ITEMS**
  - A. Discussion Regarding Amenity Center Parking
  - B. Consideration of Prestige Landscapes of N.FL Landscape and Irrigation Maintenance Agreement for Amenity Outpost.....Tab 7
  - C. Ratification of Prestige Landscape Change Order No. 1.....Tab 8
  - D. Consideration of Change Order No. 2, Besch & Smith.....Tab 9
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 904-436-6270.

**CALL TO ORDER / ROLL CALL**

**AUDIENCE COMMENTS  
ON AGENDA ITEMS**

# **BUSINESS ADMINISTRATION**

# Tab 1

**MINUTES OF MEETING**

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

The **special** meeting of the Board of Supervisors of Trout Creek Community Development District was held on **Wednesday, May 12, 2021 at 3:00 p.m.**, at the Shearwater Amenity Center located at 100 Kayak Way, St. Augustine, FL 32092. Following is the agenda for the meeting.

Present and constituting a quorum:

Andy Smith	<b>Board Supervisor, Chairman</b>
David Roane	<b>Board Supervisor, Vice Chairman</b>
Michael Gruber	<b>Board Supervisor, Assistant Secretary</b>
Frank Murphy	<b>Board Supervisor, Assistant Secretary</b>
Ryan Stone	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Hopping Green &amp; Sams</b>
Mike McCollum	<b>Developer, Freehold Capital Management</b>
Dylan Read	<b>Lifestyle Director, CCMC</b>
Craig Copland	<b>Community Director, CCMS</b>
Remy Pugh	<b>Lifestyle Director, CCMC</b>

Members of the public present in person and via teleconference.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Smith called the meeting to order at 3:00 p.m.

49 **SECOND ORDER OF BUSINESS** **Public Comments on Agenda Items**

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51 Audience members shared landscape concerns.

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53 **THIRD ORDER OF BUSINESS** **Consideration of the Minutes of the**  
54 **Board of Supervisors' Regular**  
55 **Meeting held on March 2, 2021**  
56

On a motion by Mr. Roane, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved Minutes of the Board of Supervisors' Regular Meeting held on March 2, 2021 for Trout Creek Community Development District.

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58 **FOURTH ORDER OF BUSINESS** **Ratification of Operations and**  
59 **Maintenance Expenditures for**  
60 **February 2021**  
61

On a motion by Mr. Smith, seconded by Mr. Stone, with all in favor, the Board of Supervisors' ratified Operation and Maintenance Expenditures for February 2021 in the amount of \$138,887.41 for Trout Creek Community Development District.

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63 **FIFTH ORDER OF BUSINESS** **Ratification of Capital Improvement,**  
64 **Account Series 2018, CUS 127-128,**  
65 **CUS 129-131, CUS 132, CUS 133**  
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On a motion by Mr. Smith, seconded by Mr. Roane, with all in favor, the Board of Supervisors' ratified Capital Improvement, Account Series 2018, CUS 127-128, CUS 129-131, CUS 132, CUS 133 for Trout Creek Community Development District.

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68 **SIXTH ORDER OF BUSINESS** **Ratification of Capital Improvement,**  
69 **Account Series 2020, CR 6**  
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On a motion by Mr. Smith, seconded by Mr. Murphy, with all in favor, the Board of Supervisors' ratified Capital Improvement, Account Series 2020, CR 6 for Trout Creek Community Development District.

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82 SEVENTH ORDER OF BUSINESS

Acceptance of Annual Audit, Fiscal  
Year Ending September 30, 2020

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On a motion by Mr. Smith, seconded by Mr. Stone, with all in favor, the Board of Supervisors' accepted Annual Audit, Fiscal Year Ending September 30, 2020 for Trout Creek Community Development District.

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86 EIGHTH ORDER OF BUSINESS

Staff Reports

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88 A. District Counsel

89 Ms. Buchanan noted the County will be reviewing the Boundary Amendment  
90 in a couple of months.

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92 B. District Engineer

93 No report.

94

95 C. Construction Administrator

96 Mr. McCollum updated the Board that the new Outpost furniture is on its way  
97 and there will be a soft opening. They hope to have a deferred opening for  
98 the Kayak Launch this summer.

99

100 D. Landscape Maintenance Report

101 Mr. Copeland noted that the Account Manager had surgery and was not  
102 able to attend. He then provided an update on their behalf regarding sod not  
103 being replaced on VerdeGo's dime and soil sampling they were performing  
104 and irrigation inspections.

105

106 E. Amenity and Maintenance Reports

107 Mr. Copeland updated the Board that the District entered into an agreement  
108 with the Saint Johns County's Sheriff Department for non-residents to be  
109 trespassed when they are not authorized to be on District property. They  
110 also have been patrolling on Fridays and Saturdays to help reduce  
111 vandalism issues.

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113 Ms. Pugh stated they had a Mother's Day event with over two hundred (200)  
114 people and is working on a Community Clean Up and also a Memorial Day  
115 event.

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126 F. District Manager  
 127 1.) Presentation of Registered Voter Count  
 128 Ms. Dobbins reviewed the Registered Voter Count under Tab 7 of the  
 129 agenda. She also confirmed if the Board wanted to revise the remaining  
 130 Fiscal Year meeting schedule. Discussions ensued.  
 131

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved moving the remaining meeting dates to the third (3) Wednesday of each month, now including July since it does not fall on a holiday, for Trout Creek Community Development District.

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 133 **NINTH ORDER OF BUSINESS** **Consideration of Proposals for Phase**  
 134 **3A Landscape and Irrigation**  
 135 **Construction Services**  
 136

137 Mr. McCollum presented a Bid Summary (Exhibit A) for proposals received for the Phase  
 138 3A Landscape and Irrigation Install. Discussions ensued.  
 139

On a motion by Mr. Smith, seconded by Mr. Murphy, with all in favor, Board of Supervisors' accepted recommended bid Summary scoring Randy Suggs top ranking with a total of ninety-nine (99) points for Trout Creek Community Development District.

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 On a motion by Mr. Smith, seconded by Mr. Roane, Board of Supervisors' directed Staff to enter into an agreement with Randy Suggs and authorized the Chairman to execute final form for Trout Creek Community Development District.

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 142 **TENTH ORDER OF BUSINESS** **Consideration of Resolution 2021-10,**  
 143 **Approving Fiscal Year 2021-2022**  
 144 **Proposed Budget and Setting Public**  
 145 **Hearing**  
 146

147 Ms. Dobbins presented Resolution 2021-10 and Proposed Budget. Discussions ensued.  
 148

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' adopted Resolution 2021-10, Approving Fiscal Year 2021-2022 Proposed Budget and Setting the Public Hearing for August 18, 2021 at 3:00 p.m. at the Shearwater Amenity Center located at 100 Kayak Way, St. Augustine, FL 32092 for Trout Creek Community Development District.

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**ELEVENTH ORDER OF BUSINESS**

**Audience Comments and Supervisor Request**

No supervisors request.

Audience members had questions regarding off-duty services, concerns regarding the 360 Communities, samples taken from the roadways, trees within the right-of-ways and possible root damage, missing sidewalks and the need for lifeguards for the lazy river to be used. Discussions ensued.

On a motion by Mr. Murphy, seconded by Mr. Stone, with all in favor, the Board of Supervisors' approved to have original consultant who assessed the facilities and drafted the District's adopted Safety Plan to re-evaluate the use of lifeguards at the lazy river based on the changes in Florida Laws for Trout Creek Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 4:22 p.m. for Trout Creek Community Development District.

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Secretary /Assistant Secretary

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Chairman / Vice Chairman

DRAFT

# **Exhibit A**

Contractor	Price	Schedule (days, Phase 1)	Personnel	Experience	Understanding Scope	Schedule	Price	Total Points
<b>Max Score</b>			15	20	20	20	25	100
<b>Sun State</b>	\$ 1,016,138.05	88	15	20	20	20	23	98
<b>Randy Suggs</b>	\$ 937,049.00	105	15	20	20	19	25	99
<b>Arazoza</b>	\$ 1,465,163.81	150	15	20	15	16	18	84
<b>Prestige</b>	\$ 1,213,383.86	120	15	20	15	18	20	88
<b>United</b>	\$ 1,288,943.00	120	15	20	15	18	19	87

## **Tab 2**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FL 32084

## Operation and Maintenance Expenditures Presented For Board Approval March 2021

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2021 through March 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$154,729.26**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aramark Refreshment Services, LLC.	003235	10419622	Cafe Supplies 06/20	\$ 300.08
Aramark Refreshment Services, LLC.	003235	10419623	Cafe Supplies 06/20	\$ 45.36
Aramark Refreshment Services, LLC.	003235	10790718	Cafe Supplies 12/20	\$ 184.96
Aramark Refreshment Services, LLC.	003235	10966566	Cafe Supplies 02/21	\$ 901.59
AT&T Communications System	003204	151561791 - 02/21	Acct # 151561791 - 02/21	\$ 16.05
AT&T Communications System	003205	299942543 02/21	Acct # 299942543 02/21	\$ 16.05
AT&T Communications System	003206	904 230-0008 001 0564 02/21	Monthly Telephone Service 02/21	\$ 351.35
AT&T Communications System	003207	904 230-0054 001 0562 02/21	904 230-0054 001 0562 02/21	\$ 234.27
Azalea Ponies, LLC	003237	040321	Petting Zoo 04/21	\$ 600.00
Capital Consultants Management Corporation	003198	TCD-03012021	Amenity Management Services 03/21	\$ 17,315.22
Capital Consultants Management Corporation	003238	TCD-04012021	Amenity Management Services 04/21	\$ 16,235.34
Charles Aquatics, Inc.	003227	41085	Monthly Aquatic Management Services of 24 ponds 03/21	\$ 1,561.00
Charles Aquatics, Inc.	003239	41171	Grass Carp Install 03/21	\$ 2,625.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles David Roane	003215	DR030221	Board of Supervisors Meeting 03/02/21	\$ 200.00
Cintas Corp	003240	5055259537	First Aid Safety Supplies 03/21	\$ 102.12
Colden Company, Inc.	003209	13668	IT Services & Mileage Reimbursement - 02/21	\$ 265.70
Commercial Energy Specialists, Inc.	003208	162000	Tube Assembly 02/21	\$ 30.18
Critter Control Operations, Inc.	003217	2012432	Monthly Pest Control - 02/21	\$ 110.25
Critter Control Operations, Inc.	003232	2050730	Monthly Pest Control - 03/21	\$ 110.25
Everglades Pinestraw, Inc.	003210	042752	Pinestraw Install 12/20	\$ 36,495.80
EZ Event Ride	003211	032721	Trolleys 03/21	\$ 1,000.00
Florida Department of Revenue	003220	65-8017062725-9	Sales and Use Tax 02/21	\$ 54.37
FPL	003221	FPL Summary 02/21	FPL Summary 02/21	\$ 5,549.28
Frank Murphy	003214	FM030221	Board of Supervisors Meeting 03/02/21	\$ 200.00
Hopping Green & Sams PA	003213	120639	General Legal Services 01/21	\$ 1,677.50
Interactive Fitness Holdings, LLC	003199	INV-003962	Expresso eLive Annual Plan 2021	\$ 199.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
IPFS Corporation	003241	GAA-A60142 Pymt 6 of 11	GAA-A60142 Pymt 6 of 11	\$ 3,728.08
Jacksonville Electric Authority	003242	9634626977 03/21	Water-Sewer Combination Services 03/21	\$ 13,660.92
Lee & Cates Glass, Inc	003222	2231030	Broken Mirror Repair 02/21	\$ 833.40
Man in Overalls	003243	041021	Gardening Workshop 04/21	\$ 199.00
Massey Services, Inc.	003223	42586710	Pest Control Service 02/21	\$ 65.00
Massey Services, Inc.	003223	42921047	Pest Control Service 03/21	\$ 65.00
Michael T. Gruber	003212	MG030221	Board of Supervisors Meeting 03/02/21	\$ 200.00
Newagetutors LLC DBA VGlobal Tech	003218	2441	Website ADA Compliance 03/21	\$ 300.00
Newagetutors LLC DBA VGlobal Tech	003218	2442	Website ADA Quarterly Audit 03/21	\$ 400.00
Peoples Gas System	003224	211011457499 03/21	182 Kyak Way 03/21	\$ 50.42
Poolsure	003201	131295598122	Monthly Pool Chemicals 03/21	\$ 2,350.00
Quick Catch, Inc	003230	60889	Dead Deer Removal 03/07/21	\$ 395.00
Republic Services of Florida	003231	0687-001127371	Waste Disposal Services - 04/21	\$ 276.42

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	003202	INV0000056968	District Management Fees 03/21	\$ 4,065.34
Rizzetta Technology Services, LLC	003203	INV0000006896	Email & Website Hosting Services 03/21	\$ 160.00
Ryan Scott Stone	003216	RS030221	Board of Supervisors Meeting 03/02/21	\$ 200.00
SouthStar Energy Services LLC dba Florida Natural Gas	003228	434978ES	Natural Gas 02/21	\$ 24.52
Stacy Lee Ettel	003225	03012021	Monitoring School Traffic 02/21	\$ 360.00
StuntMasters, Inc	003226	032021	Event Show 03/20/21	\$ 1,500.00
The Bank of New York Mellon	003219	252-2365314	Trustee Fees 02/26/21-02/25/22	\$ 4,000.00
The Lovely Loo Portable Restrooms LLC	003229	032721	Portable Restroom Rental 03/27/21	\$ 875.00
The St. Augustine Record Dept 1261	003200	0003338835-01 02/16/21	Acct#15626 Legal Advertising 02/16/21	\$ 112.19
Trout Creek CDD	CD030521-1	Debit Card	Cash Disbursement Debit Card 03-05-21	\$ 3,060.32
Trout Creek CDD	CD031721	Debit Card	Debit Card Purchases 3-17	\$ 3,418.23
Trout Creek CDD	CD032621-1	Debit Card	Cash Disbursement Debit Card 03-26-21	\$ 2,018.26
VerdeGo LLC	003233	4900B	Landscape Maintenance 03/21	\$ 24,832.44

# Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Wellbeats, Inc.	003234	EPIV00000039837	WBC-PLUS Content Period 03/21	\$ 249.00
Whitney Myers	003236	040321 Art Z	Candyland Eggstravaganza 04/21	\$ 1,250.00
Report Total				<u>\$ 154,729.26</u>

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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District Office - St. Augustine, Florida - (904)-436-6270  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[troutcreekcdd.org](http://troutcreekcdd.org)

## **Operation and Maintenance Expenditures Presented For Board Approval April 2021**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2021 through April 21, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$146,948.59**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 21, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Adkins Electric, Inc.	003246	G21080	Service Call 02/21	\$ 340.00
AMTEC Corp.	003261	6419-04-21	Arbitrage Rebate Calculation Series 2015	\$ 450.00
AT&T Communications System	003247	151561791 - 03/21	Acct # 151561791 - 03/21	\$ 16.05
AT&T Communications System	003248	299942543 03/21	Acct # 299942543 03/21	\$ 16.05
AT&T Communications System	003249	904 230-0008 001 0564 03/21	Monthly Telephone Service 03/21	\$ 351.35
AT&T Communications System	003250	904 230-0054 001 0562 03/21	904 230-0054 001 0562 03/21	\$ 234.27
Charles Aquatics, Inc.	003262	41189	Bi-Monthly Cleaning of Fountains & Columns in Pond 1 04/21	\$ 400.00
Charles Aquatics, Inc.	003262	41335	Monthly Aquatic Management Services of 24 ponds 04/21	\$ 1,561.00
Colden Company, Inc.	003255	13781	Quarterly PBX Hosting Billing 04/21- 06/21	\$ 940.80
Colden Company, Inc.	003251	13843	IT Services & Mileage Reimbursement - 03/21	\$ 239.00
Egis Insurance Advisors, LLC	003263	12941	Policy #100118682 Addl Building FY 20/21	\$ 2,013.00
Everglades Pinestraw, Inc.	003273	1364	Pinestraw Install 04/21	\$ 57,672.00
Florida Department of Revenue	003274	65-8017062725-9 Sales and Use Tax	Sales and Use Tax 03/21	\$ 252.07

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 21, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams PA	003256	121449	General Legal Services 02/21	\$ 2,874.79
IPFS Corporation	003265	GAA-A60142 Pymt 7 of 11	GAA-A60142 Pymt 7 of 11	\$ 3,728.08
Jacksonville Electric Authority	003275	9634626977 04/21	Water-Sewer Combination Services 04/21	\$ 23,799.41
Leisure Creations	003266	00055198	Chaise Lounge Chairs 04/21	\$ 10,512.09
Massey Services, Inc.	003267	43326173	Pest Control Service 04/21	\$ 65.00
Newagetutors LLC DBA VGlobal Tech	003259	2575	Website ADA Compliance 04/21	\$ 300.00
Peoples Gas System	003257	211011457499 04/21	182 Kyak Way 04/21	\$ 56.61
Peoples Gas System	003268	221008207849 03/21	2105 Shearwater Pkwy 03/21	\$ 322.93
Poolsure	003252	131295598406	Monthly Pool Chemicals 04/21	\$ 2,350.00
Republic Services of Florida	003277	0687-001133854	Waste Disposal Services - 05/21	\$ 276.42
Rizzetta & Company, Inc.	003244	INV0000057586	District Management Fees 04/21	\$ 4,065.34
Rizzetta Technology Services, LLC	003245	INV0000007380	Email & Website Hosting Services 04/21	\$ 115.00
Roto Rooter Services Company	003269	04621774857	Plumbing Repair 03/21	\$ 1,353.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 21, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
SouthStar Energy Services LLC dba Florida Natural Gas	003264	449690ES	Natural Gas 03/21	\$ 30.34
Special Markets Insurance Consultants	003278	48918	Volunteer Insurance	\$ 200.00
St. Johns County Alarm Program	003270	25111	Excessive False Alarm Reinstatement Fee 03/21	\$ 35.00
Swank Motion Pictures, Inc.	003271	DB 2995834	Movie Night 03/19/21	\$ 435.00
The Lovely Loo Portable Restrooms LLC	003276	042321	Portable Restroom Rental 05/31/21	\$ 837.95
VerdeGo LLC	003279	5156B	Landscape Maintenance 04/21	\$ 24,832.44
Vesta Property Services, Inc.	003272	382852	Lifeguard and Supervisor Hours 03/21	\$ 4,745.90
Vexacor Supply Group, LLC	003253	A-185477	Cafe Supplies 03/21	\$ 460.98
Vexacor Supply Group, LLC	003258	A-185498	Cafe Supplies 04/21	\$ 100.00
Vexacor Supply Group, LLC	003258	A-186375	Cafe Supplies 04/21	\$ 267.72
Viktoryia Ahayeva dba Agaeva Photography, LLC	003254	040321	Candy Land Eggstravaganza Photography 04/03/21	\$ 450.00
Wellbeats, Inc.	003260	EPIV00000041292	WBC-PLUS Content Period 04/21	\$ 249.00
Report Total				<u>\$ 146,948.59</u>

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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District Office - St. Augustine, Florida - (904)-436-6270  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
troutcreekcdd.org

## **Operation and Maintenance Expenditures Presented For Board Approval May 2021**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2021 through May 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$100,341.00**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Adkins Electric, Inc.	003280	G20989	Service Call 11/20	\$ 1,400.00
AT&T Communications System	003281	904 230-0008 001 0564 04/21	Monthly Telephone Service 04/21	\$ 447.33
AT&T Communications System	003282	904 230-0054 001 0562 04/21	904 230-0054 001 0562 04/21	\$ 235.32
Atlantic Companies, Inc.	003299	200696	Key Fobs 05/21	\$ 1,635.00
Brandon T Pearce	003287	SJSO21CAD079842	Deputy Patrol 04/24/21	\$ 120.00
Capital Consultants Management Corporation	003283	TCD-05012021	Amenity Management Services 05/21	\$ 19,376.40
Charles Aquatics, Inc.	003312	41571	Monthly Aquatic Management Services of 24 ponds 05/21	\$ 1,561.00
Charles David Roane	003308	DR051221	Board of Supervisors Meeting 05/12/21	\$ 200.00
Cintas Corp	003300	5052038356	First Aid Safety Supplies 02/21	\$ 120.76
Cintas Corp	003313	5061877655	First Aid Safety Supplies 05/21	\$ 41.97
Colden Company, Inc.	003284	13923	IT Services & Mileage Reimbursement - 04/21	\$ 580.00
Critter Control Operations, Inc.	003297	2087726	Monthly Pest Control - 04/21	\$ 110.25
Critter Control Operations, Inc.	003322	2131006	Monthly Pest Control - 05/21	\$ 116.00

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<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Csaba Angel Toth	003301	SJSO21CAD089523	Deputy Patrol 05/07/21	\$ 240.00
Eason Enterprises, Inc. dba Southeast Fitness Repair	003291	15077A	Repair to Fitness Equipment 02/21	\$ 155.00
Eason Enterprises, Inc. dba Southeast Fitness Repair	003291	15242A	Repair to Fitness Equipment 02/21	\$ 458.00
Egis Insurance Advisors, LLC	003302	13152	Addition For Policy #100118682 FY 20/21	\$ 769.00
Florida Department of Health in St Johns County	003319	55-BID-5305089	Pool Permit #55-60-1592216 - 2021/2022	\$ 225.00
Florida Department of Health in St Johns County	003320	55-BID-5305118	Pool Permit #55-60-1592207 - 2021/2022	\$ 225.00
Florida Department of Health in St Johns County	003321	55-BID-5305119	Pool Permit #55-60-1592213 - 2021/2022	\$ 225.00
FPL	2021051821-1	FPL Summary 04/21	FPL Summary 04/21	\$ 6,345.53
Frank Murphy	003305	FM051221	Board of Supervisors Meeting 05/12/21	\$ 200.00
Hopping Green & Sams PA	003285	122031	General Legal Services 03/21	\$ 2,718.00
IPFS Corporation	003292	GAA-A60142 Pymt 8 of 11	GAA-A60142 Pymt 8 of 11	\$ 3,728.08
Jacksonville Electric Authority	003316	9634626977 05/21	Water-Sewer Combination Services 05/21	\$ 27,529.34
Kyle Andrew Braig	003293	SJSO21CAD078980	Deputy Patrol 04/23/21	\$ 120.00

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<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Luxe Party Rentals, LLC	003286	050921	Mamas and Mimosas 05/21	\$ 604.80
McDermitt Davis & Company, LLC	003304	49049	Audit Services FY 19/20	\$ 4,400.00
Michael T. Gruber	003303	MG051221	Board of Supervisors Meeting 05/12/21	\$ 200.00
Nathon Lazinsky	003294	SJSO21CAD084307	Deputy Patrol 04/30/21	\$ 240.00
Nathon Lazinsky	003317	SJSOCAD095312	Deputy Patrol 05/15/21	\$ 120.00
Newagetutors LLC DBA VGlobal Tech	003324	2653	Website ADA Compliance 05/21	\$ 300.00
Peoples Gas System	003306	211011457499 05/21	182 Kyak Way 05/21	\$ 52.68
Peoples Gas System	003306	221008207849 04/21	2105 Shearwater Pkwy 04/21	\$ 45.44
Poolsure	003307	131295599098	Monthly Pool Chemicals 05/21	\$ 2,350.00
Prosser, Inc.	003295	45844	Engineering Services 03/21	\$ 1,785.00
Rizzetta & Company, Inc.	003288	INV0000058152	District Management Fees 05/21	\$ 4,065.34
Rizzetta Technology Services, LLC	003289	INV0000007475	Email & Website Hosting Services 05/21	\$ 145.00
Roto Rooter Services Company	003318	04621880559	Plumbing Repair 05/21	\$ 437.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Roy&V. Green	003315	6421	DJ Services 06/04/21	\$ 300.00
Ryan Scott Stone	003309	RS051221	Board of Supervisors Meeting 05/12/21	\$ 200.00
Silver Lake Drive LLC	003290	043021	Memorial Day Concert Deposit	\$ 400.00
Silver Lake Drive LLC	003296	043021 Final Payment	Memorial Day Concert Balance	\$ 400.00
SouthStar Energy Services LLC dba Florida Natural Gas	003314	469708ES	Natural Gas 04/21	\$ 28.30
Trout Creek CDD	2021050421-1	Debit Card	Debit Card Transfer 05-04	\$ 2,578.76
Trout Creek CDD	20210521-1	Debit Card	Debit Card Transfer 05-20	\$ 2,096.83
Vak Pak Inc. Manufacturing	003323	27756	Service Call 04/21	\$ 2,369.58
Vak Pak Inc. Manufacturing	003310	27841	Quarterly Inspection 05/21	\$ 700.00
Vesta Property Services, Inc.	003311	384221	Lifeguard and Supervisor Hours 04/21	\$ 6,937.24
Vesta Property Services, Inc.	003311	384238	Billable Expenses 04/21	\$ 268.82
Vexacor Supply Group, LLC	003298	A-189107	Cafe Supplies 05/21	\$ 464.23
Vexacor Supply Group, LLC	003298	M188619	Cafe Supplies 05/21	\$ 150.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Walker Sims	003325	SJSOCAD094524	Deputy Patrol 05/14/21	\$ 120.00
Report Total				<u>\$ 100,341.00</u>

## **Tab 3**

**TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
Capital Improvement Revenue Bonds - Series 2018**

**Construction & COI Account Activity Through May 31, 2021**

<b>Inflows:</b>	<b>Debt Proceeds</b>	<b>\$</b>	<b>10,188,947.97</b>
	<b>Underwriter's Discount</b>		<b>242,000.00</b>
			<b>10,430,947.97</b>
	<b>Interest Earned</b>		<b>79,159.12</b>
	<b>Transfer to Revenue</b>		<b>(175.84)</b>
		<b>Total Inflows: \$</b>	<b>10,509,931.25</b>

**Outflows: Requisitions**

<b>Requisition Date</b>	<b>Requisition Number</b>	<b>Contractor</b>	<b>Amount</b>	<b>Status As of 05/31/21</b>
7/12/2018	COI	Underwriter's Discount	\$ (242,000.00)	Cleared
7/12/2018	COI	Rizzetta & Company	(36,000.00)	Cleared
7/12/2018	COI	Hopping Green & Sams	(42,500.00)	Cleared
7/12/2018	COI	Bryant Miller Olive	(40,000.00)	Cleared
7/12/2018	COI	Nabors, Giblin & Nickerson	(50,000.00)	Cleared
7/12/2018	COI	Image Master LLC	(1,750.00)	Cleared
11/15/2018	COI	Prosser	(5,000.00)	Cleared
11/15/2018	COI	BNY melon	(9,000.00)	Cleared
		<b>Total COI:</b>	<b>(426,250.00)</b>	
7/12/2018	CR 1	Ashford Mills	(2,005,857.98)	Cleared
7/23/2018	CR 2	Atlantic Companies	(2,115.00)	Cleared
7/23/2018	CR 3	Hopping Green & Sams	(4,815.84)	Cleared
7/23/2018	CR 4	Prosser, Inc.	(41,183.89)	Cleared
7/23/2018	CR 5	Stephens Advertising	(2,834.72)	Cleared
7/23/2018	CR 5	Stephens Advertising	-	Void
9/14/2018	CR 6	Adkins Electric, Inc.	(79,700.00)	Cleared
9/14/2018	CR 7	Hopping Green & Sams	(1,902.06)	Cleared
9/14/2018	CR 8	J. Kelly, LLC.	(9,500.00)	Cleared
9/14/2018	CR9	Prosser, Inc.	(40,324.53)	Cleared
9/26/2018	CR10	Sundancer	(46,377.00)	Cleared
11/13/2018	CR11	Hopping Green & Sams	(3,240.99)	Cleared
11/13/2018	CR12	Vallencourt Construction	(319,487.49)	Cleared
11/13/2018	CR13	Vallencourt Construction	(474,936.07)	Cleared
11/29/2018	CR14	Ashford Mills	(1,680,014.14)	Cleared

**TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
Capital Improvement Revenue Bonds - Series 2018**

**Construction & COI Account Activity Through May 31, 2021**

11/29/2018	CR15	Ashford Mills	(1,143,094.46)	Cleared
12/17/2018	CR16	Ashford Mills	(241,343.37)	Cleared
12/17/2018	CR17	Hopping Green & Sams	(1,176.15)	Cleared
12/17/2018	CR18	Prosser, Inc.	(229.00)	Cleared
12/17/2018	CR19	Vallencourt Construction	(378,915.99)	Cleared
2/5/2019	CR20	Hopping Green & Sams	(4,191.50)	Cleared
2/5/2019	CR21	Void	0.00	Void
2/5/2019	CR22	Stephens Advertising, Inc.	(1,317.63)	Cleared
2/5/2019	CR23	Sundancer Sign Graphics	(7,198.00)	Cleared
2/28/2019	CR24	Hopping Green & Sams	(549.00)	Cleared
2/28/2019	CR25	Vallencourt Construction	(137,414.53)	Cleared
2/28/2019	CR26	Vallencourt Construction	(420,107.87)	Cleared
5/7/2019	CR27	Hopping Green & Sams	(3,442.30)	Cleared
5/7/2019	CR28	Prosser, Inc.	(510.00)	Cleared
5/7/2019	CR29	Sundancer Sign Graphics	(6,300.00)	Cleared
5/7/2019	CR30	Vallencourt Construction	(487,888.45)	Cleared
5/7/2019	CR31	Vallencourt Construction	(70,632.54)	Cleared
5/7/2019	CR32	Vallencourt Construction	(189,460.77)	Cleared
5/7/2019	CR33	Vallencourt Construction	(223,237.20)	Cleared
5/7/2019	CR34	Vallencourt Construction	(55,157.38)	Cleared
6/11/2019	CR35	Vallencourt Construction	(80,150.77)	Cleared
6/27/2019	CR36	Prosser, Inc.	(93,708.78)	Cleared
7/22/2019	CR37	Adkins Electric, Inc.	(18,800.00)	Cleared
7/22/2019	CR38	Sunstate Nursery & Landscaping Inc	(67,449.60)	Cleared
7/22/2019	CR39	Vallencourt Construction	(233,873.02)	Cleared
7/22/2019	CR40	Vallencourt Construction	(334,117.54)	Cleared
7/22/2019	CR41	Vallencourt Construction	(204,071.10)	Cleared
7/22/2019	CR42	Vallencourt Construction	(58,571.31)	Cleared
8/30/2019	CR43	Prosser, Inc.	(11,725.00)	Cleared
8/30/2019	CR44	Sunstate Nursery & Landscaping Inc	(209,291.40)	Cleared
8/30/2019	CR45	Sunstate Nursery & Landscaping Inc	(178,658.10)	Cleared
9/23/2019	CR46	Vallencourt Construction	(82,898.92)	Cleared
9/23/2019	CR47	Vallencourt Construction	(104,364.37)	Cleared
9/23/2019	CR48	Vallencourt Construction	(212,274.27)	Cleared
9/30/2019	CR49	Adkins Electric, Inc.	(59,750.00)	Cleared
9/30/2019	CR50	Hopping Green & Sams	(1,663.00)	Cleared
9/30/2019	CR 51	PBM Constructors, Inc.	(43,026.65)	Cleared
<b>Total Requisitions:</b>			<b>(10,078,849.68)</b>	

**TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
Capital Improvement Revenue Bonds - Series 2018**

**Construction & COI Account Activity Through May 31, 2021**

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Total COI & Requisitions:	(10,505,099.68)
Total Outflows:	<u>(10,505,099.69)</u>
Series 2018 Construction Fund Balance at May 31, 2021	<u>\$ 4,831.56</u>

**TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
CUSTODY ACCOUNT - SERIES 2018**

**Construction Custody Account Activity Through May 31, 2021**

<b>Inflows:</b>	<b>Developer Contribution</b>	<b>\$</b>	<b>10,520,089.91</b>
	<b>Due from Developer</b>		<b>615,956.30</b>
	<b>Transfer from S2015 Custody</b>		<b>31,074.97</b>
	<b>Total Inflows:</b>	<b>\$</b>	<b>11,167,121.18</b>

**Outflows:**

Requisition Date	Requisition Number	Contractor	Amount	Status as of 05/31/21
09/30/19	CUS 52	O.R. Dicky Smith	\$ (29,534.00)	Cleared
09/30/19	CUS 53	Prosser Inc.	(26,878.18)	Cleared
09/30/19	CUS 54	Ring Power	(151,800.00)	Cleared
09/30/19	CUS 55	Sunstate Nursery & Landscaping Inc	(124,216.45)	Cleared
09/30/19	CUS 56	Vallencourt Construction	(169,501.04)	Cleared
09/30/19	CUS 57	Vallencourt Construction	(264,630.66)	Cleared
09/30/19	CUS 58	Vallencourt Construction	(254,330.66)	Cleared
09/30/19	CUS 59	Vallencourt Construction	(227,517.10)	Cleared
09/30/19	CUS 60	Vallencourt Construction	(67,475.12)	Cleared
11/30/19	CUS 61	Hopping Green & Sams	(5,070.00)	Cleared
11/30/19	CUS 62	Prosser Inc.	(16,157.07)	Cleared
11/30/19	CUS 63	Sundancer Sign Graphics	(37,340.00)	Cleared
11/30/19	CUS 64	Sunstate Nursery & Landscaping Inc	(146,675.87)	Cleared
11/30/19	CUS 65	Vallencourt Construction	(71,463.60)	Cleared
11/30/19	CUS 66	Vallencourt Construction	(124,019.58)	Cleared
11/30/19	CUS 67	Vallencourt Construction	(224,236.39)	Cleared
11/30/19	CUS 68	Sunstate Nursery & Landscaping Inc	(162,993.40)	Cleared
11/30/19	CUS 69	Vallencourt Construction	(88,559.77)	Cleared
11/30/19	CUS 70	Vallencourt Construction	(371,089.05)	Cleared
11/30/19	CUS 71	Vallencourt Construction	(166,568.74)	Cleared
01/29/20	CUS 72	Prosser Inc.	(3,697.19)	Cleared
01/29/20	CUS 73	Stephens Advertising, Inc.	(2,998.77)	Cleared
01/29/20	CUS 74	Sunstate Nursery & Landscaping Inc	(138,825.10)	Cleared
01/29/20	CUS 75	Vallencourt Construction	(181,721.86)	Cleared
01/29/20	CUS 76	Vallencourt Construction	(99,838.17)	Cleared
02/17/20	CUS 77	Prosser Inc.	(19,675.00)	Cleared
02/17/20	CUS 78	Sunstate Nursery & Landscaping Inc	(87,421.91)	Cleared
02/17/20	CUS 79	Vallencourt Construction	(171,723.52)	Cleared
02/17/20	CUS 80	Vallencourt Construction	(485,700.20)	Cleared
02/17/20	CUS 81	Vallencourt Construction	(229,796.11)	Cleared
03/26/20	CUS 82	C&H Marine Construction	(62,240.00)	Cleared
03/26/20	CUS 83	Prosser Inc.	(68,458.25)	Cleared
03/26/20	CUS 84	Vallencourt Construction	(536,511.38)	Cleared
03/26/20	CUS 85	Vallencourt Construction	(280,336.16)	Cleared
04/30/20	CUS 86	Hopping Green & Sams	(11,526.24)	Cleared
04/30/20	CUS 87	Prosser Inc.	(15,440.16)	Cleared
04/30/20	CUS 88	Sunstate Nursery & Landscaping Inc	(45,000.00)	Cleared

**TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
CUSTODY ACCOUNT - SERIES 2018**

**Construction Custody Account Activity Through May 31, 2021**

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04/30/20	CUS 89	Vallencourt Construction	(60,354.68)	Cleared
04/30/20	CUS 90	Vallencourt Construction	(410,408.26)	Cleared
04/30/20	CUS 91	Vallencourt Construction	(405,239.10)	Cleared
04/30/20	CUS 92	Vallencourt Construction	(441,637.35)	Cleared
05/31/20	CUS 93	Prosser Inc.	(9,849.61)	Cleared
05/31/20	CUS 94	Sundancer Sign Graphics	(18,015.00)	Cleared
05/31/20	CUS 95	Sunstate Nursery & Landscaping Inc	(178,650.00)	Cleared
05/31/20	CUS 96	Vallencourt Construction	(330,828.33)	Cleared
05/31/20	CUS 97	Vallencourt Construction	(400,898.74)	Cleared
06/24/20	CUS 98	Prosser Inc.	(78,644.38)	Cleared
06/24/20	CUS 99	Vallencourt Construction	(167,870.72)	Cleared
06/24/20	CUS 100	Vallencourt Construction	(83,245.52)	Cleared
06/24/20	CUS 101	Vallencourt Construction	(156,870.11)	Cleared
07/30/20	CUS 102	C&H Marine Construction	(25,256.00)	Cleared
07/30/20	CUS 103	Prosser Inc.	(7,389.00)	Cleared
07/30/20	CUS 104	Sundancer Sign Graphics	(32,550.00)	Cleared
07/30/20	CUS 105	Sunstate Nursery & Landscaping Inc	(266,334.16)	Cleared
07/30/20	CUS 106	Vallencourt Construction	(148,520.71)	Cleared
12/31/20	CUS 107	Vallencourt Construction	(239,341.59)	Cleared
08/26/20	CUS 108	Hopping Green & Sams	(2,645.50)	Cleared
08/26/20	CUS 109	Prosser Inc.	(15,278.31)	Cleared
08/26/20	CUS 110	Sundancer Sign Graphics	(14,665.00)	Cleared
08/26/20	CUS 111	Sunstate Nursery & Landscaping Inc	(229,126.05)	Cleared
09/30/20	CUS112	Adkins Electric, Inc.	(77,800.00)	Cleared
09/30/20	CUS113	Prosser Inc.	(4,336.07)	Cleared
09/30/20	CUS114	Sunstate Nursery & Landscaping Inc	(73,800.00)	Cleared
09/30/20	CUS115	Sunstate Nursery & Landscaping Inc	(23,646.07)	Cleared
09/30/20	CUS116	Vallencourt Construction	(14,691.43)	Cleared
11/13/20	CUS117	O.R. Dicky Smith	(112,263.00)	Cleared
11/13/20	CUS118	Prosser Inc.	(10,484.99)	Cleared
12/08/20	CUS119	Vallencourt Construction	(221,166.68)	Cleared
12/08/20	CUS120	Kompan	(12,791.09)	Cleared
01/21/21	CUS121	Adkins Electric, Inc.	(5,600.00)	Cleared
01/21/21	CUS122	Hopping Green & Sams	(10,122.59)	Cleared
01/21/21	CUS123	O.R. Dicky Smith	(112,713.00)	Cleared
01/21/21	CUS124	O.R. Dicky Smith	(123,155.00)	Cleared
01/21/21	CUS125	Prosser Inc.	(4,803.54)	Cleared
01/29/21	CUS126	Pizzazz Scenic	(5,886.90)	Cleared
02/08/21	CUS127	Partridge Well Drilling	(2,875.00)	Cleared
02/08/21	CUS128	Prestige Landscapes	(37,916.21)	Cleared
02/18/21	CUS129	Extreme Bush Hogging	(3,701.50)	Cleared
02/18/21	CUS130	Prosser Inc.	(3,612.60)	Cleared
02/18/21	CUS131	Sunstate Nursery & Landscaping Inc	(90,728.48)	Cleared
02/19/21	CUS132	Hardscape Construction, Inc	(34,500.00)	Cleared
03/10/21	CUS133	O.R. Dicky Smith	(151,964.00)	Cleared
03/22/21	CUS134	Hardscape Construction, Inc	(23,000.00)	Cleared
03/22/21	CUS135	Hopping Green & Sams	(617.50)	Cleared

**TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
CUSTODY ACCOUNT - SERIES 2018**

**Construction Custody Account Activity Through May 31, 2021**

03/22/21	CUS136	O.R. Dicky Smith	(149,306.00)	Cleared
03/22/21	CUS137	Prestige Landscapes	(12,939.00)	Cleared
03/29/21	CUS 138	Vallencourt Construction	(70,860.92)	Cleared
03/29/21	CUS 139	Vallencourt Construction	(176,407.14)	Cleared
04/15/21	CUS 140	VOID	VOID	VOID
04/15/21	CUS141	Southern Recreation	(2,800.00)	AP
04/22/21	CUS142	Adkins Electric, Inc.	(11,450.00)	Cleared
04/22/21	CUS143	Hardscape Construction, Inc	(5,500.00)	Cleared
04/22/21	CUS144	Hopping Green & Sams	(2,192.50)	Cleared
04/22/21	CUS145	Kompan, Inc.	(25,316.41)	Cleared
04/22/21	CUS146	Prosser Inc.	(9,187.44)	Cleared
04/22/21	CUS147	Southern Recreation	(27,795.00)	Cleared
04/22/21	CUS148	The Stripe Zone	(650.00)	Cleared
05/26/21	CUS149	C&H Marine Construction	(62,100.00)	AP
05/26/21	CUS150	Hopping Green & Sams	(632.50)	AP
05/26/21	CUS151	O.R. Dicky Smith	(64,305.00)	AP
05/26/21	CUS152	Prosser Inc.	(7,103.42)	AP
05/26/21	CUS153	Southern Recreation	(1,009.00)	AP
05/26/21	CUS154	Vallencourt Construction	(87,392.40)	AP
05/26/21	CUS155	Vallencourt Construction	(12,218.79)	AP
05/26/21	CUS156	Vallencourt Construction	(80,727.51)	AP

**Total Construction Requisitions: (10,866,653.50)**

**Total Requisitions: (10,866,653.50)**

**Retainage: (300,467.68)**

**Total Outflows: (11,167,121.18)**

**Series 2018 Construction Custody Fund Balance at May 31, 2021 \$ (0.00)**

**Outstanding Contracts, net of retainage:**

Prosser	\$ 22,725.00
Pizzazz	3,924.60
Vallencourt Construction, Inc.	316,178.41
O.R. Dicky Smith	4,062.00

**Contract Sub Total 346,890.01**

**Committed Funds to be Provided by Developer \$ 342,058.45**

**TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
Capital Improvement Revenue Bonds - Series 2020**

**Construction & COI Account Activity Through May 31, 2021**

<b>Inflows:</b>	<b>Debt Proceeds</b>	<b>\$</b>	<b>3,677,151.85</b>
	<b>Underwriter's Discount</b>		<b>83,700.00</b>
		<b>Total Bond Proceeds:</b>	<b><u>3,760,851.85</u></b>
	<b>Interest Earned</b>		
	<b>Transfer to Revenue</b>		
		<b>Total Inflows:</b>	<b><u>\$ 3,760,851.85</u></b>

**Outflows: Requisitions**

<b>Requisition Date</b>	<b>Requisition Number</b>	<b>Contractor</b>	<b>Amount</b>	<b>Status As of 05/31/21</b>
10/8/2020	COI	Underwriter's Discount	\$ (83,700.00)	Cleared
10/8/2020	COI	Rizzetta & Company	(36,000.00)	Cleared
10/8/2020	COI	Hopping Green & Sams	(42,500.00)	Cleared
10/8/2020	COI	Bryant Miller Olive	(35,000.00)	Cleared
10/8/2020	COI	Nabors, Giblin & Nickerson	(40,000.00)	Cleared
12/7/2020	COI	Imagemaster	(1,500.00)	Cleared
1/12/2021	COI	BNY Mellon	<u>(7,000.00)</u>	Cleared
		<b>Total COI:</b>	<b>(245,700.00)</b>	
7/12/2018	CR 1	Ashford Mills	(3,500,000.00)	Cleared
		<b>Total Requisitions:</b>	<b><u>(3,500,000.00)</u></b>	

**Total COI & Requisitions: (3,745,700.00)**

**Total Outflows: (3,745,700.00)**

**Series 2020 Construction Fund Balance at May 31, 2021 \$ 15,151.85**

**TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
Custody Construction Account- Series 2020**

**Construction & COI Account Activity Through May 31, 2021**

<b>Inflows:</b>	<b>Developer Contribution</b>	<b>\$</b>	<b>1,624,534.67</b>
	<b>Due from Developer</b>		<u><b>552,397.00</b></u>
	<b>Total Inflows:</b>		<b>2,176,931.67</b>

**Outflows: Requisitions**

Requisition Date	Requisition Number	Contractor	Amount	Status As of 05/31/21
11/13/2020	CUS12	Besch & Smith	(323,668.12)	Cleared
11/13/2020	CUS13	Besch & Smith	(131,991.26)	Cleared
1/29/2021	CUS14	Besch & Smith	(245,868.29)	Cleared
1/29/2021	CUS 5	Besch & Smith	(179,219.12)	Cleared
2/18/2021	CUS16	Besch & Smith	(355,313.37)	Cleared
3/22/2021	CUS17	Besch & Smith	(141,260.13)	Cleared
4/22/2021	CUS 8	Besch & Smith	(247,214.38)	Cleared
5/26/2021	CUS19	Besch & Smith	(275,081.95)	AP
5/26/2021	CUS 10	Prosser	(6,590.47)	AP
5/26/2021	CUS 11	Vallencourt	(49,798.79)	AP
		<b>Total Requisitions:</b>	<u><b>(1,956,005.88)</b></u>	

<b>Total Requisitions:</b>	<b>(1,956,005.88)</b>
<b>Retainage:</b>	<u><b>(220,925.79)</b></u>
<b>Total Outflows:</b>	<b>(2,176,931.67)</b>

**Series 2020 Construction Fund Balance at May 31, 2021** **\$ 0.00**

**Outstanding Contracts, net of retainage:**

Besch & Smith Civil Group	<b>\$ 2,517,909.11</b>
<b>Contract Sub Total</b>	<u><u><b>2,517,909.11</b></u></u>

**Committed Funds to be Provided by Developer** **\$ 2,517,909.11**

## **Tab 4**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

April 6, 2021

**RIZZETTA & COMPANY, INC.**  
Trout Creek, Custody Account  
Attn: Bill James  
2806 N. Fifth Street, Unit 403  
St. Augustine, FL 32084

RE: Custody Account, Series 2018  
Requisitions for Payment

Dear Bill:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:**

- A) All checks other than Prosser Inc., should be sent overnight delivery via UPS**
- B) Prosser Inc should be sent via USPS**

<b>REQUISITION NO.</b>	<b>PAYEE</b>	<b>AMOUNT</b>
CUS 134	Hardscape Construction	\$23,000.00
CUS 135	Hopping, Green & Sams	\$617.50
CUS 136	O.R. Dicky Smith	\$149,306.00
CUS 137	Prestige Landscapes	\$12,939.00

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,  
TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins  
District Manager

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**March 22, 2021**

- (A) Requisition Number: **CUS 134**
- (B) Name of Payee: **Hardscape Construction, Inc.**
- (C) Amount Payable: **\$23,000.00**
- (D) **Invoice # 3298 Pavers for Golf Cart Parking**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: \_\_\_\_\_  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: \_\_\_\_\_  
DISTRICT ENGINEER

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**March 22, 2021**

- (A) Requisition Number: **CUS 135**
- (B) Name of Payee: **Hopping Green & Sams**  
**119 S. Monroe Street, Ste. 300**  
**P.O. Box 6526**  
**Tallahassee, FL 32314**
- (C) Amount Payable: **\$617.50**
- (D) **Invoice # 120640 for Professional Services**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: \_\_\_\_\_  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: \_\_\_\_\_  
DISTRICT ENGINEER

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**March 22, 2021**

- (A) Requisition Number: **CUS 136**
- (B) Name of Payee: **O.R. Dicky Smith & Co.**  
**12740 Atlantic Blvd, Suite 7**  
**Jacksonville, FL 32225**
- (C) Amount Payable: **\$149,306.00**
- (D) **Pay Application #2011-5 Shearwater Outpost**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: \_\_\_\_\_  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

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BY: \_\_\_\_\_  
DISTRICT ENGINEER

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**March 22, 2021**

- (A) Requisition Number: **CUS 137**
- (B) Name of Payee: **Prestige Landscapes of North FL**  
**PO Box 600061**  
**St. Johns, FL 32260**
- (C) Amount Payable: **\$12,939.00**
- (D) **Invoice for Landscape of Golf Cart Parking**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

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Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: \_\_\_\_\_  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: \_\_\_\_\_  
DISTRICT ENGINEER

**PRESTIGE**  
**LANDSCAPES**  
OF NORTH FLORIDA, INC.

PO Box 600061, St. Johns FL 32260  
TEL 904-315-8041

**Invoice**

**Job Site: Amenity Golfcart Parking at Shearwater**  
**Address: Trout Creek CDD, C/O Shearwater**  
**2806 N. Fifth St. Suite 403**  
**St. Augustine, FL 32084**

Provide labor and material for the following work:

<u>MATERIALS</u>	<u>QTY</u>	<u>@</u>	<u>UNIT</u>
<i>Viburnum Odo 7 gal.</i>	50	\$32.78	\$1,639.00
<i>Pine Straw</i>	100	\$8.00	\$800.00
<i>Mini Dump Truck Rental</i>	1	\$1,500.00	\$1,500.00
<i>Labor</i>	94	\$75.00	\$7,050.00
<i>Potholing elec, water irr after surface locates.</i>	1	\$450.00	\$450.00
<i>Irrigation adj. around new parking area.</i>	1	\$1,500.00	\$1,500.00
<i>Extra Time per hour</i>		\$35.00	\$0.00
<i>Materials provide receipt plus 10%</i>			

*\*\*Existing dirt mound on west side of amenity center will be cut down to existing grade to accept new paver parking area. Labor hours cover Patio Ligustrum transplant, Live Oak transplant, Cord Grass transplant, dirt mound removal w/hauling. T&M line item is for the unexpected items in the mound such as irrigation, water mains, storm water pipe in the event these items need rerouting.*

**TOTAL** \$12,939.00

**ACCEPTANCE OF TERMS**

The above prices, specifications and conditions are satisfactory and are hereby accepted. Prestige Landscapes of North Florida is hereby authorized to preform the work as specified. Payment is to be received within 30 days of project completion.

Shearwater CDD

Date

Chris Kenny

Date

5-Mar-21

Prestige Landscapes of North Florida, Inc.

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

April 6, 2021

**RIZZETTA & COMPANY, INC.**  
Trout Creek, Custody Account  
Attn: Bill James  
2806 N. Fifth Street, Unit 403  
St. Augustine, FL 32084

RE: Custody Account, Series 2018  
Requisitions for Payment

Dear Bill:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:**

- A) All checks other than Prosser Inc., should be sent overnight delivery via UPS**
- B) Prosser Inc should be sent via USPS**

<b>REQUISITION NO.</b>	<b>PAYEE</b>	<b>AMOUNT</b>
CUS 138	Vallencourt	\$70,860.92
CUS 139	Vallencourt	\$176,407.14

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,  
TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins  
District Manager

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**March 29, 2021**

- (A) Requisition Number: **CUS 138**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**  
**449 Center Street**  
**Green Cove Springs, FL 32043**
- (C) Amount Payable: **\$70,860.92**
- (D) **Pay Application #6992-1 Project 2C Overlay**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: \_\_\_\_\_  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: \_\_\_\_\_  
DISTRICT ENGINEER

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**March 29, 2021**

- (A) Requisition Number: **CUS 139**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**  
**449 Center Street**  
**Green Cove Springs, FL 32043**
- (C) Amount Payable: **\$176,407.14**
- (D) **Pay Application #6993-1 Project 2A Overlay**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

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Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: \_\_\_\_\_  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: \_\_\_\_\_  
DISTRICT ENGINEER

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

May 7, 2021

**RIZZETTA & COMPANY, INC.**  
Trout Creek, Custody Account  
Attn: Bill James  
2806 N. Fifth Street, Unit 403  
St. Augustine, FL 32084

RE: Custody Account, Series 2018  
Requisitions for Payment

Dear Bill:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:**

- A) Hopping, Green & Sams, Prosser Inc. & The Stripe Zone should be sent via USPS (mailed)**
- B) All other should be sent via UPS**

REQUISITION NO.	PAYEE	AMOUNT
CUS 142	Adkins Electric	\$11,450.00
CUS 143	Hardscape Construction	\$5,500.00
CUS 144	Hopping, Green & Sams	\$2,492.50
CUS 145	Kompan, Inc.	\$25,316.41
CUS 146	Prosser Inc.	\$9,487.44
CUS 147	Southern Recreation	\$27,795.00
CUS 148	The Stripe Zone	\$650.00

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,  
TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins  
District Manager

TROUT CREEK CDD  
FORM OF REQUISITION FOR 2018 PROJECT

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the 2018 Project.

**April 22, 2021**

- (A) Requisition Number: **CUS 142**
- (B) Name of Payee: **Adkins Electric, Inc.**  
**10477 New Kings Rd**  
**Jacksonville, FL 32219**
- (C) Amount Payable: **\$11,450**
- (D) **Inv # G20665-02 for 2-D Lighting**
- (E) Account from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Custody Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from the Custody account, it is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals or duplicate copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for corresponding 2018 Project Segment and portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer.

BY:   
DISTRICT ENGINEER

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**April 22, 2021**

- (A) Requisition Number: **CUS 143**
- (B) Name of Payee: **Hardscape Construction, Inc.**
- (C) Amount Payable: **\$5,500.00**
- (D) **Invoice# 33301 Pavers for Firepit/Sidewalk**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: [Signature]  
DISTRICT ENGINEER

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**April 22, 2021**

- (A) Requisition Number: **CUS 144**
- (B) Name of Payee: **Hopping Green & Sams**  
**119 S. Monroe Street, Ste. 300**  
**P.O. Box 6526**  
**Tallahassee, FL 32314**
- (C) Amount Payable: **\$2,192.50**
- (D) **Invoice# 121450 for Professional Services**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: [Signature]  
DISTRICT ENGINEER

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**April 22, 2021**

- (A) Requisition Number: **CUS 145**
- (B) Name of Payee: **Kompan, Inc.**  
**605 West Howard Lane, Ste 101**  
**Austin, Tx 78753**
- (C) Amount Payable: **\$25,316.41**
- (D) **Order #S096081 Kayak Launch Final**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: [Signature]  
DISTRICT ENGINEER

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**April 22, 2021**

- (A) Requisition Number: **CUS 146**
- (B) Name of Payee: **Prosser, Inc.**  
**13901 Sutton Park Drive South, Suite 200**  
**Jacksonville, FL 32224**
- (C) Amount Payable: **\$9,187.44**
- (D) **Invoice # 45670 & 45671 for Professional Services**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: [Signature]  
DISTRICT ENGINEER

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2018**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**April 22, 2021**

- (A) Requisition Number: **CUS 147**
- (B) Name of Payee: **Southern Recreation**  
**4060 Edison Ave**  
**Jacksonville, FL 32254**
- (C) Amount Payable: **\$27,795.00**
- (D) **Inv #9883 & 9939 Outdoor Furniture**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: [Signature]  
DISTRICT ENGINEER

## **Tab 5**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

April 6, 2021

**RIZZETTA & COMPANY, INC.**  
Trout Creek, Custody Account  
Attn: Bill James  
2806 N. Fifth Street, Unit 403  
St. Augustine, FL 32084

RE: Custody Account, Series 2020  
Requisitions for Payment

Dear Bill:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:**

**A) All checks should be sent overnight delivery via UPS**

REQUISITION NO.	PAYEE	AMOUNT
CUS 7	Besch & Smith	\$141,260.13

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,  
TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins  
District Manager

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2020**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of September 30, 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of September 20, 2020 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**March 22, 2021**

- (A) Requisition Number: **CUS 7**
- (B) Name of Payee: **Besch and Smith Civil Group, Inc.**  
**345 Cumberland Industrial Ct**  
**St. Augustine, FL 32095**
- (C) Amount Payable: **\$141,260.13**
- (D) **Pay Application #7**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2020 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2020 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: \_\_\_\_\_  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2020 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: \_\_\_\_\_  
DISTRICT ENGINEER

**APPLICATION AND CERTIFICATE FOR PAYMENT**

OWNER: Trout Creek CDD  
 c/o Rizetta & Company, Inc.  
 2806 North Fifth Street, Unit 403  
 St Augustine, FL 32084

PROJECT: Shearwater Phase 3 Civil Site Construction Services

APPLICATION NO. 7

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 PROGRAM MNGR

CONTRACTOR: Besch and Smith Civil Group, Inc.  
 345 Cumberland Industrial Ct.  
 St. Augustine, FL 32095

ENGINEER: J Bradford Davis, PE  
 Prosser, Inc.  
 13901 Sutton Park Dr. South, Suite 200  
 Jacksonville, FL 32224

Application Date: 2/25/21  
 Period to : 2/25/21

PROJECT NO. 2020-08B

CONTRACT DATE: 7/22/2020

CONTRACT FOR: SITEWORK

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		
Change Orders approved in		DEDUCTIONS
Total		\$0.00
Approved this Month		
Number	Date Approved	
1	1/20/2021	369179.39
<b>TOTALS</b>		<b>\$0.00</b>
Net change by Change Orders		\$369,179.39

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payments has been completed in accordance with the Contract Documents, that the amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Besch and Smith Civil Group, Inc.

By: *Nicole Beal* / President 3/1/2021

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	4,302,655.58
2. Net Change by Change Orders	\$	369,179.39
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	4,671,834.97
4. TOTAL COMPLETED & STORED TO DATE (Column 1 on G703)	\$	1,573,596.60
5. RETAINAGE		
a. 10 % of Completed Work (Column L on G703)	\$	157,359.66
b. 10 % of Stored Material	\$	0.00
Total Retainage (Line 5a + 5b or (Total in Column L of G703)	\$	157,359.66
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	1,416,236.94
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	1,274,976.62
8. CURRENT PAYMENT DUE	\$	141,260.13
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	3,255,598.04

State of Florida,  
 Subscribed and sworn to before me this date 3/1/21  
 Notary Public *[Signature]*  
 My Commission Expires: 1/7/24

**THOMAS A. HOWARD**  
 Notary Public, State of Florida  
 My Comm. Expires 01/07/24  
 Commission No. GG928290

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED (Attach explanation if amount certified differs from the applied for) \$141,260.13

OWNER: Trout Creek CDD

By: \_\_\_\_\_ Date: \_\_\_\_\_

ENGINEER: J. Bradford Davis *[Signature]*

Date: 3/9/2021

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

May 7, 2021

**RIZZETTA & COMPANY, INC.**  
Trout Creek, Custody Account  
Attn: Bill James  
2806 N. Fifth Street, Unit 403  
St. Augustine, FL 32084

RE: Custody Account, Series 2020  
Requisitions for Payment

Dear Bill:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:**

**A) All checks should be sent overnight delivery via UPS**

<b>REQUISITION NO.</b>	<b>PAYEE</b>	<b>AMOUNT</b>
CUS 8	Besch & Smith	\$247,214.38

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,  
TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins  
District Manager

**TROUT CREEK CDD**  
**FORM OF REQUISITION FOR SERIES 2020**

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of September 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of September 2020 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**April 22, 2021**

- (A) Requisition Number: **CUS 8**
- (B) Name of Payee: **Besch and Smith Civil Group, Inc.**  
**345 Cumberland Industrial Ct**  
**St. Augustine, FL 32095**
- (C) Amount Payable: **\$247,214.38**
- (D) **Pay Application #8**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2020 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2020 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED  
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2020 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: [Signature]  
DISTRICT ENGINEER

# **STAFF REPORTS**

# District Counsel

## **Tab 6**

Company ID Number: \_\_\_\_\_

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the \_\_\_\_\_ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

**Approved by:**

<b>E-Verify Employer</b>	
Name (Please Type or Print)	Title
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

<b>Information Required for E-Verify</b>	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:							
North American Industry Classification Systems Code:							
Parent Company:							
Number of Employees:							
Number of Sites Verified for:							
<p>Are you verifying for more than one site?          If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		State	Number of sites	Site(s)			
State	Number of sites	Site(s)					

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

# District Engineer

# **Construction Administrator**

# **Landscape Maintenance**

# **Amenity and Maintenance**

# District Manager

# **BUSINESS ITEMS**

# **Discussion Regarding Amenity Center Parking**

## **Tab 7**

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT  
BETWEEN TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND  
PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.**

**[OUTPOST AMENITY]**

THIS AGREEMENT (“Agreement”) is effective as of the 15<sup>th</sup> day of May, 2021, by and between:

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, whose mailing address is 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084 (“District”), and

**PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.**, a Florida corporation, with a mailing address of PO Box 600061, St. Johns, Florida 32260 (“Contractor,” and together with the District, “Parties”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of County Commissioners of St. Johns County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping, irrigation and other infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for the Outpost Amenity within the boundaries of the District; and

**WHEREAS**, Contractor submitted a proposal, attached hereto as **Exhibit A** and incorporated herein by reference (“Services”), and represents that it is qualified and willing to serve as a landscape and irrigation maintenance contractor and provide such Services to the District; and

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

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

- 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.
- 2. DESCRIPTION OF WORK AND SERVICES.**

A. Contractor agrees to provide professional landscape and irrigation maintenance services within presently accepted industry and professional standards. Upon all Parties executing this Agreement, Contractor shall provide the District with the specific services identified in this Agreement and the attached Exhibits.

B. While providing the Services identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. Contractor shall provide the specific Services as provided in this Agreement and the attached Exhibits.

**3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES.** The duties, obligations, and responsibilities of Contractor are those described in the Scope of Services attached hereto as **Exhibit A**, for those areas more particularly depicted in the map attached hereto as **Exhibit B** and incorporated herein. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. To the extent that provisions of this Agreement conflict with provisions of **Exhibit A**, this Agreement shall control.

**4. MANNER OF CONTRACTOR'S PERFORMANCE.** Contractor agrees to perform the Services in accordance with this Agreement, the attached Exhibits, and any change order, addendum, addenda or work authorization executed by the Parties, if any, authorized in writing by the District and accepted by both Parties. All work shall be performed in a neat and professional manner, acceptable to the District and shall be in accordance with industry standards. The performance of all Services by Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any change order, addendum, addenda, or work authorization, but which are nevertheless necessary for the proper provision of Services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's Services.

(1) The District hereby designates the District Manager, or his or her designee, to act as its representative.

(2) Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. If time is lost due to heavy rains, ("Rain Days"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days, if possible, or within a reasonable time. Contractor shall provide Services on Saturdays if needed to make up Rain Days, but Contractor shall not provide Services on Sundays.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

## 5. COMPENSATION; TERM.

A. The initial term of this Agreement shall be for one (1) year, from the date first written above through May 14, 2022 ("Initial Term"), unless otherwise terminated earlier in accordance with Section 13 of this Agreement. At the end of the Initial Term, this Agreement may be renewed for two (2) additional one (1) year terms, at the District's discretion and upon written renewal. As compensation for Services during the Initial Term, the District agrees to pay Contractor Twenty-Two Thousand Seven Hundred Sixty-Two Dollars (\$22,762.00) per year, in twelve (12) equal monthly payments (May 2021 is half payment) of One Thousand Eight Hundred Ninety-Six Dollars (\$1,896.00) upon completion of Services satisfactory in the District's sole discretion contemplated under this Agreement. Compensation for Services during the extended terms, if any, shall be negotiated between the District and Contractor and the Parties shall enter into a written agreement regarding same, prior to any changes in compensation.

B. If the District should desire additional work or services, or to add additional lands to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, change order(s), or work authorization(s) to this Agreement. Contractor shall be compensated for such agreed upon additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services such as mulching, mowing, irrigation, sodding, remedial landscape, and the planting of annuals, may be provided by Contractor. However, no additional services shall be provided unless previously authorized by the District in writing. Fees for such additional services shall be as provided for in a separate proposal or, if not identified, as negotiated between the District and Contractor, reduced in writing, prior to the start of such additional services.

C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5<sup>th</sup>) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District or otherwise in accordance with the Florida Prompt Payment Act. Each monthly invoice shall include such supporting information as required by Florida law and in accordance with the District's Rules of Procedure.

## 6. INSURANCE.

A. Contractor or any subcontractor performing the Services described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers' Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**B.** The District, its staff, consultants, agents and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

**C.** If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **7. INDEMNIFICATION.**

**A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or

subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**9. LIENS AND CLAIMS.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

**10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

**12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**13. TERMINATION.** The District agrees that Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered

up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.

**14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

**15. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without the requisite written approval of the other party shall be null and void.

**16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

**18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Should there be any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement shall control.

**20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

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

**22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

**A. If to District:** Trout Creek Community  
Development District  
2806 North Fifth Street, Unit 403  
St. Augustine, Florida 32084  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Prestige Landscapes of North Florida, Inc.  
Post Office Box 600061  
St. Johns, Florida 32260  
Attn: Chris Kenny

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

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

**24. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida

**25. EFFECTIVE DATE.** This Agreement shall be effective after execution by both the District and Contractor.

**26. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Melissa Dobbins** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, AS TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270, [MDOBBINS@RIZZETTA.COM](mailto:MDOBBINS@RIZZETTA.COM), OR AT 2806 NORTH FIFTH STREET, UNIT 403, ST. AUGUSTINE, FLORIDA 32084.**

**27. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

**29. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**30. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**31. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties execute this agreement on the day and year first written above.

ATTEST:

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

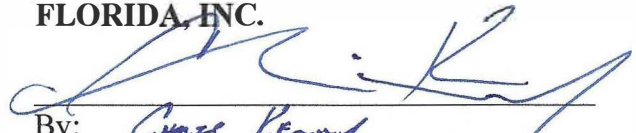
\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

WITNESS:

**PRESTIGE LANDSCAPES OF NORTH  
FLORIDA, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_

  
By: Chris Kenny  
Its: Owner / President

**Exhibit A:** Scope of Services  
**Exhibit B:** Maintenance Area Map

Exhibit A  
Scope of Services



**Trout Creek CDD “Outpost”**

4-30-21

**Exhibit “A”**

**Landscape Management Service Pricing Sheet**

Core Maintenance Services

<b>Mowing</b>	\$7,371.92
- Includes mowing, edging, string-trimming and cleanup.	
<b>Detailing</b>	\$7,380.08
- Includes shrub pruning, tree pruning and weeding.	
<b>IPM – Fertilization &amp; Pest Control</b>	\$5,600
- Fertilization/fungicide/insecticide/herbicide/etc.	
<b>Irrigation Inspection</b>	\$2,400
	<hr/>
<b>Annual Core Total</b>	\$22,762

Additional Services

<b>Mini Pine Bark (per yard)</b>	N/A
<b>Pine Straw</b>	N/A
<b>Annual Flowers</b>	N/A
	<hr/>
<b>GRAND TOTAL ANNUAL</b>	\$22,762.00
<b>MONTHLY</b>	\$1,896.00

<b>SERVICES</b>	<b>VISITS</b>
<b>Mowing</b>	
Mow, Hard Edge, String Trim & Cleanup (St. Aug/Bermuda)	38
Soft Edge (St. Aug/Bermuda)	19
Etc....	
<b>Detailing</b>	
Weeding (by hand)	26
Weeding (roundup)	12
Shrub Pruning	26
Small Tree Pruning	As needed
Etc....	
<b>IPM – Fertilization &amp; Pest Control</b>	
<b>Fertilization</b>	
St. Augustine/Bermuda	8
Shrubs	4
Small Trees	4
Palm Trees	4
Etc....	
<b>Chemical – Turf</b>	
St. Augustine/Bermuda Insecticide	2
St. Augustine/Bermuda Herbicide	2
Etc....	as needed
<b>Chemical – Shrubs/Trees</b>	
Shrubs – Fungicide	as needed
Shrubs – Insecticide	as needed
Small /Medium Tree - Fungicide	as needed
Small /Medium Tree – Insecticide	as needed
Palm Tree – Insecticide	as needed
<b>Irrigation Inspections</b>	
# of Checks	12
<b>Palm Pruning</b>	
Standard Palms	-
Tropical Palms	-
Specialty Palms	-
<b>Mulch</b>	
Mulch Application – Mini Pine Park	-
Mulch Application – Pine Straw	1
<b>Additional Services</b>	
Boardwalk Maintenance	38
Blowing, small debris removal, trim encroaching limbs	

**Exhibit B**  
**Maintenance Area Map**







ALL PLANTINGS ARE TO BE INSTALLED AT THE TIME OF CONSTRUCTION. PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION ARE TO BE INSTALLED AT THE TIME OF CONSTRUCTION. PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION ARE TO BE INSTALLED AT THE TIME OF CONSTRUCTION.

ALL PLANTINGS ARE TO BE INSTALLED AT THE TIME OF CONSTRUCTION. PLANTINGS TO BE INSTALLED AT THE TIME OF CONSTRUCTION ARE TO BE INSTALLED AT THE TIME OF CONSTRUCTION.

PROJECT NO. **L301**

DATE: 7/18/2019

SCALE: AS SHOWN

PROJECT: SHEARWATER OUTPOST - KAYAK LAUNCH

LOCATION: ST. JOHNS COUNTY, FLORIDA

DESIGNED BY: [Name]

CHECKED BY: [Name]

DATE: [Date]

**SHEARWATER  
OUTPOST - KAYAK LAUNCH**  
St. Johns County, Florida  
For Freehold Communities

elm  
Landscape Architecture  
10000 Elm Street  
St. Johns County, Florida 32093  
Phone: 904.261.1234  
www.elmlandscape.com









## **Tab 8**



EXHIBIT A



PO Box 600061, St. Johns FL 32260  
TEL 904-816-8041

**Change Order 1 Outpost Amenity**

**Job Site:** Shearwater  
**Name:** Outpost Amenity  
**Contractor:**  
**Address:**

Provide labor and material for the following work:

<u>MATERIALS</u>	<u>QTY</u>	<u>@</u>	<u>UNIT</u>
Wax Myrtle 3 gal.	12	\$12.07	\$144.84
Wax Myrtle 15 gal.	6	<del>\$130.00</del>	\$780.00
Jack Frost Lig. 3 gal.	15	\$19.43	\$291.45
Bottle Brush 7 gal.	7	<del>\$64.48</del>	\$451.36
1.5" River Rock (bags)	2	\$25.00	\$50.00
<i>This will qt will cover the inlet left of bldg entrance</i>			
Rip Rap	1	\$150.00	<del>\$150.00</del>
<i>This will qt will cover the wash outs in center island</i>			
St. Augustine Grass	1	\$350.00	\$350.00
Zip Line Drains	100	\$10.00	\$1,000.00
Building Drains	120	\$10.00	\$1,200.00
Overlook Water Spicket Lower	3	\$200.00	N/C
Irrigation Supplier Increase	1	\$10,926.40	N/C

TOTAL \$4,407.65

## **Tab 9**



**EXHIBIT A**



---

**SHEARWATER PHASE 3A**

**To: TROUT CREEK CDD**

**Attn: Mike McCollum**  
**E-mail: mkm@freeholdcommunities.com**

**From: Dean Black**  
**Besch & Smith Civil Group Inc.**  
**345 Cumberland Industrial Court**  
**St. Augustine, FL 32095**  
**P. (904) 260-6393**  
**F. (904) 338-0226**

**Date: Thursday, March 18, 2021**

**Total Pages: 3**

**Re: RCO #1 Additional pricing for construction set changes**

**Request For Change Order No.     02**

Besch & Smith Civil Group, Inc  
345 Cumberland Industrial Ct.  
St. Augustine, Florida 32095  
Lic #: CUC1224085



P 904.260.6393  
F 904.338.0226  
C 904.955.9821







**BESCH & SMITH**  
**CIVIL GROUP INC.**

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## **SHEARWATER PHASE 3A**

**To: TROUT CREEK CDD**

**Attn: Mike McCollum**

**E-mail: [mkm@freeholdcommunities.com](mailto:mkm@freeholdcommunities.com)**

**From: Dean Black**

**Besch & Smith Civil Group Inc.  
345 Cumberland Industrial Court  
St. Augustine, FL 32095  
P. (904) 260-6393  
F. (904) 338-0226**

**Date: Monday, June 14, 2021**

**Total Pages: 3**

**Re: RCO #3 Additional pricing for construction additional sleeving & Water main Relocation for  
Landscape Installation**

**Request For Change Order No. 03**

Besch & Smith Civil Group, Inc  
345 Cumberland Industrial Ct.  
St. Augustine, Florida 32095  
Lic #: CUC1224085



P 904.260.6393  
F 904.338.0226

We are pleased to provide this change order proposal on the above referenced project. Besch and Smith Civil Group, Inc. will furnish all necessary labor, equipment and materials for the work items shown. This is a lump sum proposal of work.

**RCO#3**

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Irrigation Sleeves	240	LF	\$18.00	\$4,320.00
12 Inch 45 MJ Bends	4	EA	\$540.00	\$2,160.00
General Conditions (Survey/Asbuilt Etc)	1	LS	\$300.00	\$300.00

**TOTAL CO#3.....\$6,780.00**

The above quotation is based upon construction of all items described therein. An additional proposal for any portion(s) of the above work will be provided upon request. Besch and Smith Requires an executed Change Order in hand before any additional work is performed.

We appreciate the opportunity to submit this proposal. If you have any questions, please let me know.

Sincerely,  
Dean Black  
Estimator

Accepted By:

**Besch and Smith Civil Group, Inc.**

 6-14-21  
Owner/Representative Signature      Date

 P.M.  
Print Name                                      Title

**Trout Creek CDD**

\_\_\_\_\_  
Owner/Representative Signature      Date

\_\_\_\_\_  
Print Name                                      Title

Besch & Smith Civil Group, Inc  
345 Cumberland Industrial Ct.  
St. Augustine, Florida 32095  
Lic #: CUC1224085



P 904.260.6393  
F 904.338.0226

**AUDIENCE COMMENTS  
AND SUPERVISOR  
REQUESTS**

# ADJOURNMENT