



Rizzetta & Company

# Trout Creek Community Development District

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**Board of Supervisors' Meeting  
August 18, 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)

August 11, 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, August 18, 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 July 21, 2021.....Tab 1
  - B. Ratification of Operations and Maintenance Expenditures for June 2021.....Tab 2
  - C. Ratification of Capital Improvements, Account Series 2018, CUS 149 – 156.....Tab 3
  - D. Ratification of Capital Improvements, Account Series 2020, CUS 9-11.....Tab 4
  - E. Construction Activity Report, Period Ending June 30, 2021.....Tab 5
  - F. Acceptance of Arbitrage Report, Series 2018, Period Ending June 30, 2021.....Tab 6
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Construction Administrator
  - D. Amenity and Maintenance Reports
  - E. District Manager
5. **BUSINESS ITEMS**
  - A. Consideration of Proposal for Jani-King Proposals for Janitorial Services.....Tab 7
  - B. Consideration of Amendment to CCMC Agreement for Janitorial Services.....Tab 8
  - C. Consideration of Resolution 2021-11, Designating Date, Time and Location of Regular Fiscal Year 2021-2022 Meetings.....Tab 9
  - D. Public Hearing on Fiscal Year 2021-2022 Budget
    - 1.) Consideration of Resolution 2021-12, Approving Fiscal Year 2021-2022 Final Budget.....Tab 10

- E. Consideration of Resolution 2021-13, Imposing Special Assessments .....Tab 11
- F. Acceptance of Third Addendum to District Services Agreement.....Tab 12
- G. Ratification of Acceptance of Landscape & Irrigation Install, Phase 3A with Randy Suggs.....Tab 13

**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.

Very truly yours,

*Melissa Dobbins*

Melissa Dobbins

Trout Creek Community Development District

**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, July 17, 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>
Brad Davis	<b>District Engineer, Prosser, Inc.</b>
Craig Copland	<b>Community Director, CCMS</b>
Remy Pugh	<b>Lifestyle Director, CCMC</b>

Members of the public present.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Smith called the meeting to order at 3:04 p.m.

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

50  
51 Comments and questions regarding meeting times.

52  
53 **THIRD ORDER OF BUSINESS** **Consideration of the Minutes of the**  
54 **Board of Supervisors' Regular**  
55 **Meeting held on May 12, 2021**  
56

On a motion by Mr. Gruber, seconded by Mr. Stone, with all in favor, the Board of Supervisors' approved Minutes of the Board of Supervisors' Regular Meeting held on May 12, 2021 or Trout Creek Community Development District.

57  
58 **FOURTH ORDER OF BUSINESS** **Ratification of Operations and**  
59 **Maintenance Expenditures for**  
60 **March 2021, April 2021 and May 2021**  
61

On a motion by Mr. Roane, seconded by Mr. Smith, with all in favor, the Board of Supervisors' ratified Operation and Maintenance Expenditures for March 2021 in the amount of \$154,729.26, April 2021 in the amount of \$146,948.59 and May 2021 in the amount of \$100,341.00 for Trout Creek Community Development District.

62  
63 **FIFTH ORDER OF BUSINESS** **Ratification of Capital Improvement,**  
64 **Account Series 2018, CUS 134 – 137,**  
65 **CUS 138 – 139, CUS 142 - 148**  
66

On a motion by Mr. Stone, seconded by Mr. Smith, with all in favor, the Board of Supervisors' ratified Capital Improvement, Account Series 2018, CUS 134 – 137, CUS 138 – 139, CUS 142 - 148 for Trout Creek Community Development District.

67  
68 **SIXTH ORDER OF BUSINESS** **Ratification of Capital Improvement,**  
69 **Account Series 2020, CUS 7 - 8**  
70

On a motion by Mr. Gruber, seconded by Mr. Stone, with all in favor, the Board of Supervisors' ratified Capital Improvement, Account Series 2020, CUS 7 - 8 for Trout Creek Community Development District.

71  
72 **SEVENTH ORDER OF BUSINESS** **Staff Reports**

- 73  
74 A. District Counsel  
75 1.) Update on E-Verify  
76 Ms. Buchanan reviewed that the District is required to be registered in the  
77 states' E-Verify system. The Board approved Staff to register the District.  
78  
79  
80

81 B. District Engineer  
82 No report.

83  
84 C. Construction Administrator  
85 Mr. McCollum requested that the Board authorize Staff to move forward and  
86 advertise for an RFP for Phase 3E and 3F for Civil Site Construction  
87 services.  
88

On a motion by Mr. Roane, seconded by Mr. Smith, with all in favor, the Board of Supervisors' approved authorization of Staff to advertise an RFP for Phase 3E and 3F for Civil Site Construction Services for Trout Creek Community Development District.

89  
90 D. Landscape Maintenance Report  
91 Mr. Copeland updated the Board that he met with the landscape company to  
92 review quality of work. The landscape company has since put two (2)  
93 additional extra crew members on this site to help with the weeding and  
94 concerns noted in specific areas.

95  
96 E. Amenity and Maintenance Reports  
97 No report.

98  
99 F. District Manager  
100 Ms. Dobbins updated the Board that the lightning claim is still being  
101 processed and that all documents from Staff had been received.

102  
103 **EIGHTH ORDER OF BUSINESS**

**Discussion Regarding Amenity Center  
104 Parking**

105  
106 Mr. Murphy presented the idea of possibly using land across from the Amenity Center for  
107 additional parking. He noted that the parking lot gets full for swim meets and has him  
108 concerned for the future. Mr. Smith noted that the area that was highlighted is a wetland,  
109 but open to looking at possible spacing if an area is found. He also noted that at this time  
110 there are not capital funds for such an improvement.

111  
112 **NINTH ORDER OF BUSINESS**

**Consideration of Prestige Landscapes  
113 of North Florida Landscape and  
114 Irrigation Maintenance Agreement for  
115 Amenity Outpost**  
116

On a motion by Mr. Roane, seconded by Mr. Stone, with all in favor, Board of Supervisors' approved Prestige Landscaping and Irrigation Maintenance Agreement for the Outpost for Trout Creek Community Development District.

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121 **TENTH ORDER OF BUSINESS**

**Ratification of Prestige Landscape  
Change Order No. 1**

122  
123

On a motion by Mr. Smith, seconded by Mr. Murphy, with all in favor, the Board of Supervisors' ratified Prestige Landscape Change Order No. 1 for Trout Creek Community Development District.

124 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Change Order No. 2  
Besch & Smith**

125  
126  
127

On a motion by Mr. Smith, seconded by Mr. Stone, with all in favor, the Board of Supervisors' approved Change Order No. 2 for Besch & Smith for Trout Creek Community Development District.

128 **TWELFTH ORDER OF BUSINESS**

**Audience Comments and Supervisor  
Request**

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Mr. McCollum requested approval to move forward with Atkins to install streetlights in Phase 3A.

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' authorized Staff to draft an agreement with Adkins for the streetlight installation in Phase 3A for Trout Creek Community Development District.

135  
136 Mr. Murphy stated that he recommends the Board review the swim team's agreement  
137 next year since parking was a concern and they need to provide better options. He noted  
138 he would recommend the developer to study the community site for an additional pool to  
139 help accommodate the size of the community when built out and fully occupied by  
140 homeowners.

141  
142 An audience member had comments on the FPL lights being too dim, meeting times and  
143 needing more on-site staff.

144  
145 An audience member had a question regarding if the Community could be gated.  
146 Mr. Smith noted that this would back the traffic up and the County would not allow it.

147  
148 An audience member requested the date of when the Kayak Launch will be opened.  
149 Mr. Smith noted that they are waiting for a start date from the contractor.

150  
151 An audience member requested a follow up regarding having the lazy river opened without  
152 lifeguards. Mr. Smith reported that the consultant that was hired to draft the District's  
153 Safety and Operational Manual reviewed the request, but would still not change his  
154 Initial recommendation that when in use the lazy river should have lifeguards on duty.  
155 Mr. Smith noted due to this he would not recommend that the District make any changes.

156

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

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On a motion by Mr. Stone, seconded by Mr. Smith, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 4:26 p.m. for Trout Creek Community Development District.

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Secretary /Assistant Secretary

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Chairman / Vice Chairman

DRAFT

## **Tab 2**

# 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 June 2021**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2021 through June 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$189,286.04**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson  
\_\_\_\_\_ Vice Chairperson  
\_\_\_\_\_ Assistant Secretary

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Adkins Electric, Inc.	3358	G21039	Service Call 12/20	\$ 1,200.00
AT&T Communications System	3326	151561791 - 05/21	Acct # 151561791 - 05/21	\$ 16.05
AT&T Communications System	3327	299942543 5/21	Acct # 299942543 05/21	\$ 16.05
AT&T Communications System	3328	904 230-0008 001 0564 05/21	Monthly Telephone Service 05/21	\$ 403.69
AT&T Communications System	3329	904 230-0054 001 0562 05/21	904 230-0054 001 0562 05/21	\$ 234.81
Atlantic Companies, Inc.	3330	193216	100 Fobs 03/21	\$ 815.00
Atlantic Companies, Inc.	3330	200627	Equipment and Network Installation 05/21	\$ 200.00
Atlantic Companies, Inc.	3359	204393	Lightning Strike Repair	\$ 16,809.15
Atlantic Companies, Inc.	3359	204394	Key Fobs 06/21	\$ 3,245.00
Brandon T Pearce	3349	SJSO21CAD110637	Deputy Patrol 06/04/21	\$ 120.00
Capital Consultants Management Corporation	3360	TCD-06012021	Amenity Management Services 06/21	\$ 13,167.60
Charles Aquatics, Inc.	3361	41666	Bi-Monthly Cleaning of Fountains & Columns in Pond 1 06/21	\$ 400.00
Charles Aquatics, Inc.	3361	41800	Monthly Aquatic Management Services of 24 ponds 06/21	\$ 1,561.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Colden Company, Inc.	3362	13383	IT Services & Mileage Reimbursement - 11/20	\$ 95.00
CPSC, LLC dba ForeverLawn Jacksonville	3332	15	Grass Installation Deposit 05/21	\$ 8,500.00
Csaba Angel Toth	3331	SJSO21CAD099702	Deputy Patrol 05/21/21	\$ 120.00
Csaba Angel Toth	3344	SJSO21CAD111336	Deputy Patrol 06/05/21	\$ 120.00
CX3, Inc. dba Sundancer Sign Graphics	3366	2997	Street Signs 06/21	\$ 250.00
Disclosure Services, LLC	3363	2	Arbitrage Rebate Calculation Series 2015	\$ 250.00
Eason Enterprises, Inc. dba Southeast Fitness Repair	3351	15880A	Repair to Fitness Equipment 06/21	\$ 486.75
First Coast Fun and Games dba Game Truck	3364	61721	Water Tag Group Event 06.21	\$ 450.00
Florida Department of Revenue	3357	65-8017062725-9	Sales and Use Tax 04/21	\$ 305.33
Florida Department of Revenue	3357	65-8017062725-9	Sales and Use Tax 05/21	\$ 329.50
Florida Reserve Study and Appraisal, Inc	3346	11192020	Reserve Study 20-21	\$ 6,000.00
FPL	2021063021-1	FPL Summary 04/21	FPL Summary 04/21	\$ 6,311.28
Hopping Green & Sams PA	3347	122804	General Legal Services 04/21	\$ 1,482.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Howard Services, Inc.	3333	C-4005	AC Maintenance 06/21	\$ 445.58
IPFS Corporation	3348	GAA-A60142 Pymt 9 of 11	GAA-A60142 Pymt 9 of 11	\$ 3,728.08
Jacksonville Electric Authority	2021063021-2	9634626977 2/7	Water-Sewer Combination Services 06/21	\$ 33,923.86
Kyle Andrew Braig	3334	SJSO21CAD102370	Deputy Patrol 05/25/21	\$ 120.00
Massey Services, Inc.	3335	43621132	Pest Control Service 05/21	\$ 65.00
Nathon Lazinsky	3336	SJSO21CAD100446	Deputy Patrol 05/22/21	\$ 120.00
Nathon Lazinsky	3336	SJSO21CAD105899	Deputy Patrol 05/29/21	\$ 120.00
Newagetutors LLC DBA VGlobal Tech	3342	2738	Website ADA Compliance 06/21	\$ 300.00
Newagetutors LLC DBA VGlobal Tech	3342	2739	Website ADA Compliance Quarterly 06/21	\$ 400.00
Peoples Gas System	3350	211011457499 2/7	182 Kyak Way 06/21	\$ 41.27
Peoples Gas System	3350	221008207849 2/7	2105 Shearwater Pkwy 06/21	\$ 52.14
Poolsure	3337	131295599670	Monthly Pool Chemicals 06/21	\$ 2,350.00
Rizzetta & Company, Inc.	3338	INV0000058923	District Management Fees 06/21	\$ 4,065.34

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services, LLC	3339	INV0000007635	Email & Website Hosting Services 06/21	\$ 145.00
SouthStar Energy Services LLC dba Florida Natural Gas	3345	481191ES	Natural Gas 05/21	\$ 17.05
VerdeGo LLC	3352	5330B	Landscape Maintenance 05/21	\$ 24,832.44
VerdeGo LLC	3340	5346	Tree Trimming 04/21	\$ 3,809.80
VerdeGo LLC	3340	5347	Tree Trimming 04/21	\$ 6,733.60
VerdeGo LLC	3352	5439	Amenity Center Palm Removal 05/21	\$ 1,840.50
VerdeGo LLC	3352	5555	Irrigation Repair 05/21	\$ 365.00
VerdeGo LLC	3352	5556	Amenity Fence Replanting 05/21	\$ 519.61
VerdeGo LLC	3352	5557	Plant Installation 05/21	\$ 732.00
VerdeGo LLC	3352	5558	Irrigation Repair 05/21	\$ 1,240.00
VerdeGo LLC	3352	5559	Sod Replacement 05/21	\$ 3,546.00
VerdeGo LLC	3352	5560	Irrigation Repair 05/21	\$ 388.98
VerdeGo LLC	3367	5582B	Landscape Maintenance 06/21	\$ 24,832.44

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vesta Property Services, Inc.	3353	385317	Lifeguard and Supervisor Hours 05/31	\$ 9,084.64
Vexacor Supply Group, LLC	3341	A-192233	Cafe Supplies 05/21	\$ 138.75
Vexacor Supply Group, LLC	3341	A-193434	Cafe Supplies 06/21	\$ 150.00
Vexacor Supply Group, LLC	3368	A-196801	Cafe Supplies 06/21	\$ 131.75
Walker Sims	3343	SJSO21CAD104990	Deputy Patrol 05/28/21	\$ 120.00
Walker Sims	3369	SJSO21CAD115641	Deputy Patrol 06/11/21-06/12/21	\$ 240.00
Wayne Automatic Fire Sprinklers, Inc.	3354	862928	Quarterly Sprinkler Inspection 01/21	\$ 100.00
Wayne Automatic Fire Sprinklers, Inc.	3354	882350	Quarterly Sprinkler Inspection 04/21	\$ 100.00
Wellbeats, Inc.	3355	EPIV00000044291	WBC-PLUS Content Period 06/21	\$ 249.00
Whitney Myers	3356	70321	Freedom Fest 07/21	<u>\$ 1,350.00</u>
Report Total				<u>\$ 189,286.04</u>

## **Tab 3**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

June 4, 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, & Southern Recreation should be sent via USPS
- B) C&H Marine should be sent interoffice to Bill James in St. Augustine
- C) All other should be sent via UPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 149	C&H Marine	\$62,100.00
CUS 150	Hopping, Green & Sams	\$632.50
CUS 151	O.R. Dicky Smith	\$64,305.00
CUS 152	Prosser Inc.	\$7,103.42
CUS 153	Southern Recreation	\$1009.00
CUS 154	Vallencourt Construction	\$87,392.40
CUS 155	Vallencourt Construction	\$12,218.79
CUS 156	Vallencourt Construction	\$80,727.51

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):

**May 26, 2021**

- (A) Requisition Number: **CUS 149**
- (B) Name of Payee: **C & H Marine Construction**  
**417 Stowe Ave.**  
**Suite B**  
**Orange Park, FL 32073**
- (C) Amount Payable: **\$62,100.00**
- (D) **Inv # 4456**
- (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:   
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):

**May 26, 2021**

- (A) Requisition Number: **CUS 150**
- (B) Name of Payee: **Hopping Green & Sams**  
**119 S. Monroe Street, Ste. 300**  
**P.O. Box 6526**  
**Tallahassee, FL 32314**
- (C) Amount Payable: **\$632.50**
- (D) **Invoice # 122032 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" or "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

May 26, 2021

- (A) Requisition Number: CUS 151
- (B) Name of Payee: O.R. Dicky Smith & Co.  
12740 Atlantic Blvd, Suite 7  
Jacksonville, FL 32225
- (C) Amount Payable: \$64,305.00
- (D) Pay Application #2011-6 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 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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TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY: Andrew T. Smith  
CHAIRMAN OR VICE-CHAIRMAN

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INTEREST REQUESTS ONLY**

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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):

**May 26, 2021**

- (A) Requisition Number: **CUS 152**
- (B) Name of Payee: **Prosser, Inc.**  
**13901 Sutton Park Drive South, Suite 200**  
**Jacksonville, FL 32224**
- (C) Amount Payable: **\$7,103.42**
- (D) **Invoice # 45841 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.

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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):

**May 26, 2021**

- (A) Requisition Number: **CUS 153**
- (B) Name of Payee: **Southern Recreation**  
**4060 Edison Ave**  
**Jacksonville, FL 32254**
- (C) Amount Payable: **\$1009.00**
- (D) **Inv #9983 Outdoor Grill**
- (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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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**

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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):

**May 26, 2021**

- (A) Requisition Number: **CUS 154**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**  
**449 Center Street**  
**Green Cove Springs, FL 32043**
- (C) Amount Payable: **\$87,392.40**
- (D) **Pay Application #7090-2 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.

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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**

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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):

**May 26, 2021**

- (A) Requisition Number: **CUS 155**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**  
**449 Center Street**  
**Green Cove Springs, FL 32043**
- (C) Amount Payable: **\$12,218.79**
- (D) **Pay Application #7091-2 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: Andrew T. Smith  
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):

**May 26, 2021**

- (A) Requisition Number: **CUS 156**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**  
**449 Center Street**  
**Green Cove Springs, FL 32043**
- (C) Amount Payable: **\$80,727.51**
- (D) **Pay Application #7092-1 Project 2D 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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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**

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BY:   
DISTRICT ENGINEER

## **Tab 4**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

June 4, 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 9	Besch & Smith	\$275,081.95
CUS 10	Prosser	\$6,590.47
CUS 11	Vallencourt	\$49,798.79

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):

**May 26, 2021**

- (A) Requisition Number: **CUS 9**
- (B) Name of Payee: **Besch and Smith Civil Group, Inc.**  
**345 Cumberland Industrial Ct**  
**St. Augustine, FL 32095**
- (C) Amount Payable: **\$275,081.95**
- (D) **Pay Application #9**
- (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.

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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**

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BY:   
DISTRICT ENGINEER

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

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May 26, 2021

- (A) Requisition Number: CUS 10
- (B) Name of Payee: **Prosser, Inc.**  
13901 Sutton Park Dr South, Suite 200  
Jacksonville, FL 32224
- (C) Amount Payable: **\$6,590.47**
- (D) **Inv #45917 Professional Services 4/1/21 to 4/30/21**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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DEVELOPMENT DISTRICT

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CHAIRMAN OR VICE-CHAIRMAN

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BY: [Signature]  
DISTRICT ENGINEER

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

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**May 26, 2021**

- (A) Requisition Number: **CUS 11**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**  
**449 Center Street**  
**Green Cove Springs, FL 32043**
- (C) Amount Payable: **\$49,798.79**
- (D) **Pay App 7085-1**
- (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:   
DISTRICT ENGINEER

# Tab 5

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

**Construction & COI Account Activity Through June 30, 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>Total Bond Proceeds:</b>	<b>10,430,947.97</b>
	<b>Interest Earned</b>		<b>79,159.12</b>
	<b>Transfer to Revenue</b>		<b>(175.85)</b>
		<b>Total Inflows:</b>	<b>\$ 10,509,931.24</b>

**Outflows: Requisitions**

<b>Requisition Date</b>	<b>Requisition Number</b>	<b>Contractor</b>	<b>Amount</b>	<b>Status As of 06/30/21</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 June 30, 2021**

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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	CR 49	Adkins Electric, Inc.	(59,750.00)	Cleared
9/30/2019	CR 50	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>	

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

**Construction & COI Account Activity Through June 30, 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 June 30, 2021	<u>\$ 4,831.55</u>

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

**Construction Custody Account Activity Through June 30, 2021**

<b>Inflows:</b>	<b>Developer Contribution</b>	<b>\$</b>	<b>10,835,578.53</b>
	<b>Due from Developer</b>		<b>346,079.68</b>
	<b>Transfer from S2015 Custody</b>		<b>31,074.97</b>
	<b>Total Inflows:</b>	<b>\$</b>	<b>11,212,733.18</b>

**Outflows:**

<b>Requisition Date</b>	<b>Requisition Number</b>	<b>Contractor</b>	<b>Amount</b>	<b>Status as of 06/30/21</b>
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 June 30, 2021**

---

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 June 30, 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)	Cleared
05/26/21	CUS150	Hopping Green & Sams	(632.50)	Cleared
05/26/21	CUS151	O.R. Dicky Smith	(64,305.00)	Cleared
05/26/21	CUS152	Prosser Inc.	(7,103.42)	Cleared
05/26/21	CUS153	Southern Recreation	(1,009.00)	Cleared
05/26/21	CUS154	Vallencourt Construction	(87,392.40)	Cleared
05/26/21	CUS155	Vallencourt Construction	(12,218.79)	Cleared
05/26/21	CUS156	Vallencourt Construction	(80,727.51)	Cleared
06/25/21	CUS 157	Forever Lawn	(11,425.00)	AP
06/25/21	CUS 158	PBM Constructors	(34,187.00)	AP

**Total Construction Requisitions: (10,912,265.50)**

**Total Requisitions: (10,912,265.50)**

**Retainage: (300,467.68)**

**Total Outflows: (11,212,733.18)**

**Series 2018 Construction Custody Fund Balance at June 30, 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 \$ 342,058.46**

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

**Construction & COI Account Activity Through June 30, 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 06/30/21</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	(7,000.00)	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>(3,500,000.00)</b>	

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

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

**Series 2020 Construction Fund Balance at June 30, 2021 \$ 15,151.85**

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

**Construction & COI Account Activity Through June 30, 2021**

<b>Inflows:</b>	<b>Developer Contribution</b>	<b>\$</b>	<b>1,956,005.88</b>
	<b>Due from Developer</b>		<u><b>220,925.79</b></u>
	<b>Total Inflows:</b>		<b>2,176,931.67</b>

**Outflows: Requisitions**

Requisition Date	Requisition Number	Contractor	Amount	Status As of 06/30/21
11/13/2020	CUS 2	Besch & Smith	(323,668.12)	Cleared
11/13/2020	CUS 3	Besch & Smith	(131,991.26)	Cleared
1/29/2021	CUS 4	Besch & Smith	(245,868.29)	Cleared
1/29/2021	CUS 5	Besch & Smith	(179,219.12)	Cleared
2/18/2021	CUS 6	Besch & Smith	(355,313.37)	Cleared
3/22/2021	CUS 7	Besch & Smith	(141,260.13)	Cleared
4/22/2021	CUS 8	Besch & Smith	(247,214.38)	Cleared
5/26/2021	CUS 9	Besch & Smith	(275,081.95)	Cleared
5/26/2021	CUS 10	Prosser	(6,590.47)	Cleared
5/26/2021	CUS 11	Vallencourt	(49,798.79)	Cleared
		<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 June 30, 2021** **\$ 0.00**

**Outstanding Contracts, net of retainage:**

Besch & Smith Civil Group	<b>\$</b>	2,517,909.11
Vallencourt		3,421,810.48
<b>Contract Sub Total</b>		<u><u><b>5,939,719.60</b></u></u>

**Committed Funds to be Provided by Developer** **\$ 5,939,719.59**

## **Tab 6**

# **REBATE REPORT**

**\$12,100,000**

**Trout Creek Community Development District  
(St. Johns County, Florida)  
Capital Improvement Revenue Bonds, Series 2018**

**Dated: July 9, 2018  
Delivered: July 9, 2018**

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**Rebate Report to the Computation Date  
July 9, 2023  
Reflecting Activity To  
June 30, 2021**



**AMTEC**

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# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
(T) 860-321-7521  
(F) 860-321-7581

[www.amteccorp.com](http://www.amteccorp.com)

July 29, 2021

Trout Creek Community Development District  
c/o Ms. Shandra Torres  
District Compliance Associate  
Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

Re: \$12,100,000 Trout Creek Community Development District (St. Johns County, Florida), Capital Improvement Revenue Bonds, Series 2018

Dear Ms. Torres:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Trout Creek Community Development District (the "District").

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of June 30, 2022. Thank you for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Trong M. Tran  
Analyst

## SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the July 9, 2023 Computation Date  
Reflecting Activity from July 9, 2018 through June 30, 2021

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	1.494945%	79,089.86	(262,413.02)
Capitalized Interest Fund	1.650810%	12,635.69	(36,144.43)
Debt Service Reserve Fund	0.998826%	24,654.78	(130,218.70)
Costs of Issuance Fund	1.076001%	69.41	(357.57)
<b>Totals</b>	<b>1.366570%</b>	<b>\$116,449.74</b>	<b>\$(429,133.72)</b>
<b>Bond Yield</b>	<b>5.425999%</b>		
Rebate Computation Credits			(4,209.78)
<b>Net Rebatable Arbitrage</b>			<b>\$(433,343.50)</b>

**Based upon our computations, no rebate liability exists.**

# SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

## COMPUTATIONAL INFORMATION

1. For the purpose of calculating Rebatable Arbitrage, investment activity is reflected from July 9, 2018, the date of the closing, to June 30, 2021, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of July 9, 2023.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between July 9, 2018 and June 30, 2021, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Treasury Regulation 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12<sup>th</sup> of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as bona fide debt service funds and are not subject to the rebate requirement.

## DEFINITIONS

### **6. Computation Date**

July 9, 2023.

### **7. Computation Period**

The period beginning on July 9, 2018, the date of the closing, and ending on June 30, 2021.

### **8. Bond Year**

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the issuer. If no day is selected by the issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

**9. Bond Yield**

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

**10. Taxable Investment Yield**

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

**11. Issue Price**

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds were sold.

**12. Rebatable Arbitrage**

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

**13. Funds and Accounts**

The Funds and Accounts activity used in the compilation of this Report was received from the District and The Bank of New York Mellon, Trustee, as follows:

<b>Account / Fund</b>	<b>Account Number</b>
Acquisition & Construction	346286
Capitalized Interest	346937
Cost of Issuance	346289
Debt Service	346350
Interest	346936
Prepayment	347001
Debt Service Reserve	347482
Redemption	347000
Optional Redemption	347480
Rebate	347491
Sinking	346299

## **METHODOLOGY**

### **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

### **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebateable Arbitrage, as of June 30, 2021, was to calculate the future value of the disbursements from all funds, subject to rebate, and the, value of the remaining bond proceeds, at the yield on the Bonds, to July 9, 2023. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on July 9, 2023, is the Rebateable Arbitrage.

**\$12,100,000**  
**Trout Creek Community Development District**  
**(St. Johns County, Florida)**  
**Capital Improvement Revenue Bonds, Series 2018**  
**Delivered: July 9, 2018**

<b>Sources of Funds</b>	
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<b>Par Amount</b>	<b>\$12,100,000.00</b>
<b>Totals</b>	<b>\$12,100,000.00</b>

<b>Uses of Funds</b>	
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Acquisition & Construction Fund	\$10,002,947.97
Capitalized Interest Fund	849,542.65
Debt Service Reserve Fund	819,509.38
Costs of Issuance Fund	186,000.00
Underwriter's Discount	242,000.00
<b>Total</b>	<b>\$12,100,000.00</b>

## PROOF OF ARBITRAGE YIELD

\$12,100,000

Trout Creek Community Development District  
(St. Johns County, Florida)

Capital Improvement Revenue Bonds, Series 2018

Date	Debt Service	Present Value to 07/09/2018 @ 5.4259990398%
11/01/2018	201,586.39	198,256.58
05/01/2019	323,978.13	310,210.64
11/01/2019	323,978.13	302,016.92
05/01/2020	498,978.13	452,868.05
11/01/2020	320,040.63	282,793.80
05/01/2021	500,040.63	430,174.48
11/01/2021	315,990.63	264,659.90
05/01/2022	505,990.63	412,601.69
11/01/2022	311,715.63	247,469.51
05/01/2023	511,715.63	395,518.12
11/01/2023	307,215.63	231,182.84
05/01/2024	517,215.63	378,929.59
11/01/2024	301,965.63	215,386.75
05/01/2025	521,965.63	362,474.92
11/01/2025	296,465.63	200,440.28
05/01/2026	526,465.63	346,541.50
11/01/2026	290,715.63	186,306.58
05/01/2027	530,715.63	331,128.29
11/01/2027	284,715.63	172,949.89
05/01/2028	539,715.63	319,189.49
11/01/2028	278,340.63	160,263.56
05/01/2029	548,340.63	307,385.36
11/01/2029	271,084.38	147,948.93
05/01/2030	556,084.38	295,476.28
11/01/2030	263,425.00	136,274.16
05/01/2031	563,425.00	283,770.48
11/01/2031	255,362.50	125,216.86
05/01/2032	570,362.50	272,289.72
11/01/2032	246,896.88	114,754.70
05/01/2033	576,896.88	261,052.38
11/01/2033	238,028.13	104,865.43
05/01/2034	588,028.13	252,218.38
11/01/2034	228,621.88	95,470.90
05/01/2035	598,621.88	243,377.48
11/01/2035	218,678.13	86,558.11
05/01/2036	608,678.13	234,565.80
11/01/2036	208,196.88	78,113.45
05/01/2037	618,196.88	225,815.10
11/01/2037	197,178.13	70,122.84
05/01/2038	632,178.13	218,884.40
11/01/2038	185,487.50	62,526.57
05/01/2039	645,487.50	211,842.14
11/01/2039	172,837.50	55,225.17
05/01/2040	657,837.50	204,640.84
11/01/2040	159,500.00	48,306.88
05/01/2041	669,500.00	197,411.95
11/01/2041	145,475.00	41,762.44
05/01/2042	685,475.00	191,585.95
11/01/2042	130,625.00	35,544.54
05/01/2043	700,625.00	185,612.34
11/01/2043	114,950.00	29,648.64
05/01/2044	719,950.00	180,789.30
11/01/2044	98,312.50	24,035.53
05/01/2045	738,312.50	175,735.62
11/01/2045	80,712.50	18,704.02
05/01/2046	755,712.50	170,500.38
11/01/2046	62,150.00	13,651.63
05/01/2047	772,150.00	165,127.57

## PROOF OF ARBITRAGE YIELD

\$12,100,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2018

Date	Debt Service	Present Value to 07/09/2018 @ 5.4259990398%
11/01/2047	42,625.00	8,874.77
05/01/2048	797,625.00	161,683.56
11/01/2048	21,862.50	4,314.61
05/01/2049	816,862.50	156,951.41
	25,371,870.94	12,100,000.00

Proceeds Summary

Delivery date	07/09/2018
Par Value	12,100,000.00
Target for yield calculation	12,100,000.00

## BOND DEBT SERVICE

\$12,100,000

Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/09/2018					
11/01/2018			201,586.39	201,586.39	
05/01/2019			323,978.13	323,978.13	525,564.52
11/01/2019			323,978.13	323,978.13	
05/01/2020	175,000	4.500%	323,978.13	498,978.13	822,956.26
11/01/2020			320,040.63	320,040.63	
05/01/2021	180,000	4.500%	320,040.63	500,040.63	820,081.26
11/01/2021			315,990.63	315,990.63	
05/01/2022	190,000	4.500%	315,990.63	505,990.63	821,981.26
11/01/2022			311,715.63	311,715.63	
05/01/2023	200,000	4.500%	311,715.63	511,715.63	823,431.26
11/01/2023			307,215.63	307,215.63	
05/01/2024	210,000	5.000%	307,215.63	517,215.63	824,431.26
11/01/2024			301,965.63	301,965.63	
05/01/2025	220,000	5.000%	301,965.63	521,965.63	823,931.26
11/01/2025			296,465.63	296,465.63	
05/01/2026	230,000	5.000%	296,465.63	526,465.63	822,931.26
11/01/2026			290,715.63	290,715.63	
05/01/2027	240,000	5.000%	290,715.63	530,715.63	821,431.26
11/01/2027			284,715.63	284,715.63	
05/01/2028	255,000	5.000%	284,715.63	539,715.63	824,431.26
11/01/2028			278,340.63	278,340.63	
05/01/2029	270,000	5.375%	278,340.63	548,340.63	826,681.26
11/01/2029			271,084.38	271,084.38	
05/01/2030	285,000	5.375%	271,084.38	556,084.38	827,168.76
11/01/2030			263,425.00	263,425.00	
05/01/2031	300,000	5.375%	263,425.00	563,425.00	826,850.00
11/01/2031			255,362.50	255,362.50	
05/01/2032	315,000	5.375%	255,362.50	570,362.50	825,725.00
11/01/2032			246,896.88	246,896.88	
05/01/2033	330,000	5.375%	246,896.88	576,896.88	823,793.76
11/01/2033			238,028.13	238,028.13	
05/01/2034	350,000	5.375%	238,028.13	588,028.13	826,056.26
11/01/2034			228,621.88	228,621.88	
05/01/2035	370,000	5.375%	228,621.88	598,621.88	827,243.76
11/01/2035			218,678.13	218,678.13	
05/01/2036	390,000	5.375%	218,678.13	608,678.13	827,356.26
11/01/2036			208,196.88	208,196.88	
05/01/2037	410,000	5.375%	208,196.88	618,196.88	826,393.76
11/01/2037			197,178.13	197,178.13	
05/01/2038	435,000	5.375%	197,178.13	632,178.13	829,356.26
11/01/2038			185,487.50	185,487.50	
05/01/2039	460,000	5.500%	185,487.50	645,487.50	830,975.00
11/01/2039			172,837.50	172,837.50	
05/01/2040	485,000	5.500%	172,837.50	657,837.50	830,675.00
11/01/2040			159,500.00	159,500.00	
05/01/2041	510,000	5.500%	159,500.00	669,500.00	829,000.00
11/01/2041			145,475.00	145,475.00	
05/01/2042	540,000	5.500%	145,475.00	685,475.00	830,950.00
11/01/2042			130,625.00	130,625.00	
05/01/2043	570,000	5.500%	130,625.00	700,625.00	831,250.00
11/01/2043			114,950.00	114,950.00	
05/01/2044	605,000	5.500%	114,950.00	719,950.00	834,900.00
11/01/2044			98,312.50	98,312.50	
05/01/2045	640,000	5.500%	98,312.50	738,312.50	836,625.00
11/01/2045			80,712.50	80,712.50	
05/01/2046	675,000	5.500%	80,712.50	755,712.50	836,425.00
11/01/2046			62,150.00	62,150.00	
05/01/2047	710,000	5.500%	62,150.00	772,150.00	834,300.00

## BOND DEBT SERVICE

\$12,100,000

Trout Creek Community Development District  
(St. Johns County, Florida)

Capital Improvement Revenue Bonds, Series 2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2047			42,625.00	42,625.00	
05/01/2048	755,000	5.500%	42,625.00	797,625.00	840,250.00
11/01/2048			21,862.50	21,862.50	
05/01/2049	795,000	5.500%	21,862.50	816,862.50	838,725.00
	12,100,000		13,271,870.94	25,371,870.94	25,371,870.94

\$12,100,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2018  
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.425999%)
07/09/18	Beg Bal	-10,002,947.97	-13,073,206.78
07/12/18		2,005,857.98	2,620,357.49
09/11/18		2,834.72	3,670.79
09/11/18		2,115.00	2,738.80
09/11/18		4,815.84	6,236.23
09/11/18		41,183.89	53,330.69
09/14/18		4,815.84	6,233.44
09/14/18		2,834.72	3,669.16
09/14/18		2,115.00	2,737.58
09/14/18		41,183.89	53,306.90
09/19/18		9,500.00	12,287.31
09/19/18		1,902.06	2,460.13
09/19/18		79,700.00	103,084.04
09/26/18		-2,115.00	-2,732.70
09/26/18		-4,815.84	-6,222.33
09/26/18		-41,183.89	-53,211.85
09/26/18		-2,834.72	-3,662.61
10/15/18		46,377.00	59,752.56
11/30/18		1,143,094.46	1,462,950.62
11/30/18		1,680,014.14	2,150,109.04
12/05/18		474,936.07	607,379.00
12/05/18		3,240.99	4,144.79
12/05/18		319,487.49	408,581.29
12/19/18		241,343.37	308,003.60
12/24/18		378,915.99	483,215.02
03/20/19		420,107.87	528,937.00
03/20/19		137,414.53	173,011.82
03/20/19		40,324.53	50,770.62
03/20/19		549.00	691.22
03/20/19		1,176.15	1,480.83
03/20/19		229.00	288.32
04/08/19		7,198.00	9,038.42
04/08/19		1,317.63	1,654.53
04/08/19		4,191.50	5,263.20
04/17/19		-1,817.63	-2,279.32
05/06/19		-1.78	-2.23
05/09/19		55,157.38	68,941.71
05/09/19		487,888.45	609,816.22
05/09/19		223,237.20	279,026.21
05/09/19		6,300.00	7,874.43
05/09/19		510.00	637.45
05/09/19		189,460.77	236,808.74
05/09/19		3,442.30	4,302.56
05/09/19		70,632.54	88,284.26
07/02/19		80,150.77	99,394.67
07/03/19		93,708.78	116,190.63
08/09/19		18,800.00	23,185.88
08/09/19		204,071.10	251,679.15

\$12,100,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2018  
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.425999%)
08/09/19		334,117.54	412,064.31
08/09/19		58,571.31	72,235.50
08/09/19		233,873.02	288,433.60
08/09/19		67,449.60	83,185.02
09/24/19		178,658.10	218,867.91
09/24/19		209,291.40	256,395.71
09/24/19		11,725.00	14,363.90
10/04/19		212,274.27	259,663.48
10/04/19		104,364.37	127,663.21
10/04/19		82,898.92	101,405.71
10/17/19		59,750.00	72,947.74
10/17/19		43,026.65	52,530.49
10/17/19		1,663.00	2,030.33
07/06/20		175.53	206.20
09/02/20		0.29	0.34
10/01/20		0.14	0.16
11/03/20		0.01	0.01
02/01/21		0.01	0.01
03/01/21		0.01	0.01
04/01/21		0.01	0.01
06/02/21		0.01	0.01
06/30/21	Bal	4,831.55	5,384.80
-----			
07/09/23	TOTALS:	79,089.86	-262,413.02
-----			

ISSUE DATE:	07/09/18	REBATABLE ARBITRAGE:	-262,413.02
COMP DATE:	07/09/23	NET INCOME:	79,089.86
BOND YIELD:	5.425999%	TAX INV YIELD:	1.494945%

\$12,100,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2018  
 Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.425999%)
07/09/18	Beg Bal	-849,542.65	-1,110,297.36
11/01/18		201,586.39	259,108.55
05/01/19		323,978.13	405,425.27
10/31/19		323,978.13	394,775.31
07/06/20		12,635.69	14,843.80
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07/09/23	TOTALS:	12,635.69	-36,144.43
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ISSUE DATE:	07/09/18	REBATABLE ARBITRAGE:	-36,144.43
COMP DATE:	07/09/23	NET INCOME:	12,635.69
BOND YIELD:	5.425999%	TAX INV YIELD:	1.650810%

\$12,100,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2018  
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.425999%)
07/09/18	Beg Bal	-819,509.38	-1,071,045.82
06/30/21	MMkt Bal	844,159.71	940,822.16
06/30/21	MMkt Acc	4.45	4.96
-----			
07/09/23	TOTALS:	24,654.78	-130,218.70
-----			

ISSUE DATE:	07/09/18	REBATABLE ARBITRAGE:	-130,218.70
COMP DATE:	07/09/23	NET INCOME:	24,654.78
BOND YIELD:	5.425999%	TAX INV YIELD:	0.998826%

\$12,100,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2018  
 Costs of Issuance Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.425999%)
07/09/18	Beg Bal	-186,000.00	-243,089.98
07/09/18		50,000.00	65,346.77
07/09/18		40,000.00	52,277.42
07/09/18		36,000.00	47,049.67
07/09/18		42,500.00	55,544.75
07/20/18		1,750.00	2,283.40
11/15/18		5,000.00	6,413.37
11/20/18		9,000.00	11,535.49
04/17/19		1,817.63	2,279.32
05/06/19		1.78	2.23
-----			
07/09/23	TOTALS:	69.41	-357.57
-----			

ISSUE DATE:	07/09/18	REBATABLE ARBITRAGE:	-357.57
COMP DATE:	07/09/23	NET INCOME:	69.41
BOND YIELD:	5.425999%	TAX INV YIELD:	1.076001%

\$12,100,000  
 Trout Creek Community Development District  
 (St. Johns County, Florida)  
 Capital Improvement Revenue Bonds, Series 2018  
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.425999%)
07/09/19		-1,730.00	-2,143.13
07/09/20		-1,760.00	-2,066.64
-----			
07/09/23	TOTALS:	-3,490.00	-4,209.78
-----			

ISSUE DATE: 07/09/18      REBATABLE ARBITRAGE: -4,209.78  
 COMP DATE: 07/09/23  
 BOND YIELD: 5.425999%

# **STAFF REPORTS**

# District Counsel

# District Engineer

# **Construction Administrator**

# **Landscape Maintenance**

# **Amenity and Maintenance**

# District Manager

# **BUSINESS ITEMS**

# Tab 7

Prepared for:



## Service is our Mission. Clean is our Statement.

---

As the global leader in the commercial cleaning industry, our success has stemmed from our steadfast commitment to our customers. We're proud to deliver unrivaled cleaning services each and every day. Your satisfaction is extremely important to us. We pride ourselves in becoming the best cleaning business and for you that means perfect results every time.

Jani-King's quality control system mandates that all cleaning services are scrutinized through routine inspections, ensuring accountability at all times. Jani-King's commitment to being the best cleaning business makes us your premier choice for janitorial services.

Every hour of every day, we strive to:

- Provide our customers a level of service unequalled in the cleaning industry.
- Commit to every cleaning project with 100 percent dedication.
- Create a cooperative atmosphere that reflects the personality of a successful, vibrant and enthusiastic company.
- Provide every Jani-King Franchisee the opportunity to be successful.
- Develop an organization that will encourage all people to prosper and grow to their full potential.



Jani-King of Jacksonville  
5700 St. Augustine Road  
Jacksonville, Florida 32207  
(904) 346-3000  
Fax: (904) 346-3105

**United States**

Albuquerque • Atlanta  
Austin • Baltimore  
Baton Rouge  
Birmingham • Boston  
Buffalo • Charleston  
Charlotte • Chicago  
Cincinnati • Cleveland  
Colton • Columbia  
Columbus • Dallas  
Dayton • Denver  
Detroit • Fort Worth  
Greensboro  
Greenville/Spartanburg  
Hampton Roads  
Hartford • Hawaii  
Houston • Indianapolis  
Jackson • Jacksonville  
Kansas City  
Knoxville • Las Vegas  
Los Angeles • Louisville  
Madison • Memphis  
Miami • Milwaukee  
Minneapolis • Mobile  
Nashville • New Jersey  
New Orleans  
New York • Oakland  
Oklahoma City  
Orlando  
Philadelphia  
Phoenix • Pittsburgh  
Portland  
Raleigh/Durham  
Rhode Island • Richmond  
Sacramento  
Salt Lake City  
San Antonio • San Diego  
San Francisco  
Seattle • St. Louis  
Tampa Bay • Tucson  
Tulsa • Washington, D.C.

**Argentina**

**Australia**

**Brazil**

**Canada**

**France**

**Great Britain**

**Hong Kong**

**Korea**

**Malaysia**

**Mexico**

**New Zealand**

**Singapore**

**Spain**

**Taiwan**

**Turkey**



COMMERCIAL CLEANING SERVICES

July 30<sup>th</sup>, 2021

Shearwater  
**Craig Copeland**  
**100 Kayak Way**  
St. Augustine, FL 32092

Dear Mr. Copeland,

Thank you very much for the time and interest you have afforded Jani King regarding your janitorial needs. We appreciate the opportunity.

Enclosed is our completed proposal for a customized professional cleaning program including our Cleaning Schedule designed specifically to address the complex needs of your facility.

The total monthly charge represents your only cost, and is inclusive of:

- All labor
- All supervision
- All material for cleaning
- All equipment for cleaning
- All payroll, payroll taxes, insurance, etc

Our **JANI-KING** franchisee is fully covered by an insurance program that protects you in several ways. The General Liability, Workers' Compensation coverage and Employee Dishonesty Policy provide protection to our customers for claims due to loss of property or personal injuries that are the result of actions by **JANI-KING** personnel.

Please do not hesitate to contact me for any additional information you deem necessary in assessing our proposal. I can be reached at **(904) 346-3000**.

Trusting we may be of service,

*Cristina Trelles*

Cristina Trelles  
Operations Manager



# The Jani-King Difference

## Experience

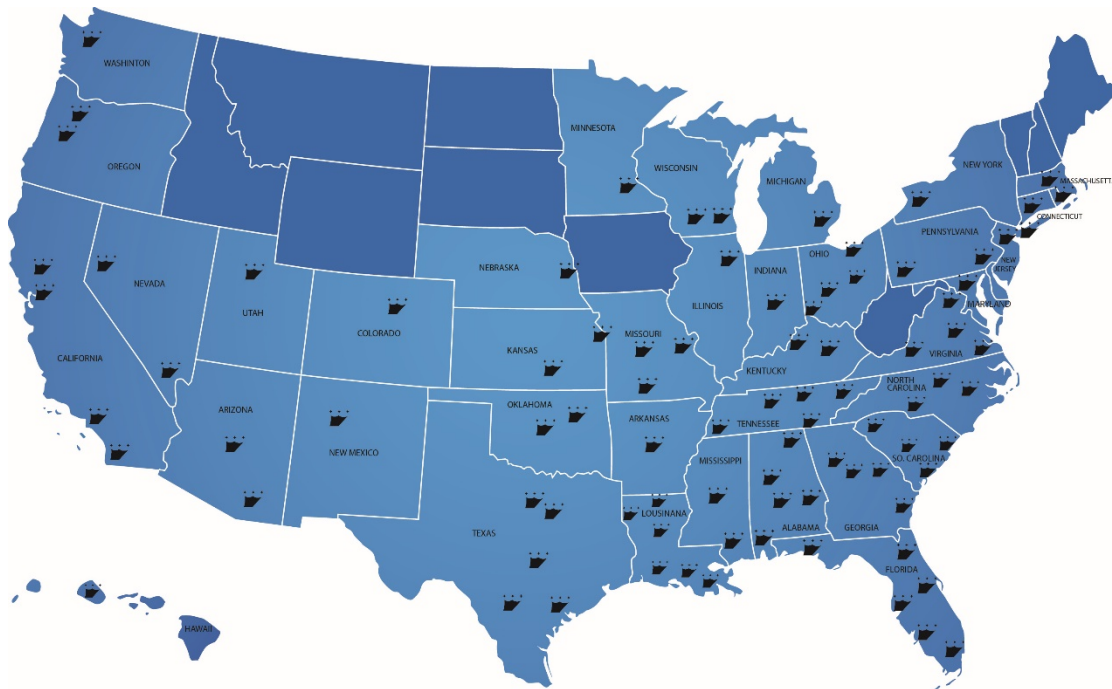
---

- Jani-King introduced its franchise concept to the commercial cleaning industry in 1969.
- With over 9,000 franchise owners and 60,000 customers, Jani-King is the largest and most respected franchised commercial cleaning company in the world.

## The Jani-King Franchise Concept

---

- We bring your organization the “best of both worlds.” You benefit from Jani-King’s national/international expertise paired with the pride and dedication of a local franchise owner.
- At Jani-King, we know that the quality of service you receive depends on the motivation of the custodian on the job site. That’s why we operate through a network of authorized and trained franchise owners – independent entrepreneurs whose success is directly tied to your satisfaction.
- A financial investment in a business of their own ensures that Jani-King franchise owners have a genuine concern for a job well done.



## Regional Office Support

---

- Help is always just one phone call away!
- Although our franchise owners are motivated, flexible, and responsive to your needs, you may require additional support from time to time. A highly qualified staff of experts at our local Regional Office is available to support our franchise owners whenever necessary.
- Regional personnel make certain that our franchise owners have the training, equipment, insurance, and support necessary to provide you with consistent, quality janitorial services.



# The Jani-King Difference

## Professional Certifications

---

Our entire operations team is required to earn and maintain their RBSM certification (Registered Building Service Manager) through the Building Service Contractors Association International. As industry experts, they'll periodically inspect your facility and provide on-site training for the franchise owner to keep your facility looking its best at all times, ensuring the cleaning specifications and your expectations are consistently met or exceeded.

## Communication

---

We understand the importance of good communication. Jani-King utilizes proactive communication tools to implement a continuous Quality Control Program that ensures your satisfaction.

- **Daily Communication** If you need special attention in a particular area, just leave us a note in the Customer Communication Logbook we provide. This log book is the first thing checked each night. Also, we'll report any maintenance or repair problem to you in this log book.
- **Inspections** To make sure that all areas are being cleaned as specified in your Maintenance Agreement, we will routinely inspect your facility.
- **Feedback** We contact you regularly, via phone or email/online surveys, to get feedback on our performance. No matter how small the concern, a Customer Service Representative from our local Regional Office will contact you and coordinate any corrective actions with the franchise owner.

## Risk Management

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Jani-King and our customers are protected by one of the most comprehensive insurance programs in the commercial cleaning industry.

## Supporting our Veterans

---

Veterans are graduates of one of the best business school in the world - the military. They've learned intangible skills even the best colleges and universities can't teach - leadership, teamwork, discipline, and a never-quit attitude. Jani-King recognizes the value of these intangibles and we offer discounts to encourage veterans to join our team.





# Industry Leader

## We are the Industry Leader

---

Having achieved numerous successes and built relationships with many of the world's most trusted organizations over the last four decades, **Jani-King is considered a leading expert in the commercial cleaning industry.**

- *Entrepreneur* magazine has rated Jani-King the #1 Commercial Cleaning Franchise more than 20 times and ranked Jani-King as one of the top-10 Best Performing Franchises of all-time!
- Jani-King has been recognized as an "Inc. 500" member 4 times.
- Because of our reputation, Jani-King attracts quality franchise owners and has gained the trust of some of the world's most prestigious companies and organizations.

## Some of Our Customers & Sponsorships

---



TIFFANY & Co.





# Maintenance Agreement

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between **Jani-King of Jacksonville** ("Jani-King") and **Shearwater** (Client). In consideration of the mutual covenants and obligations set out in the Agreement, the parties hereby agree as follows:

## 1. PERFORMANCE OF SERVICES

- a. Performance of the services scheduled shall begin the \_\_\_\_\_ day of \_\_\_\_\_, 2021.
- b. The services shall be performed at the following location: **Shearwater, 100 Kayak Way, St. Augustine, FL 32092.**
- c. The premises making up the working area under this Agreement will be known further in the Agreement as the "Named Areas", which are defined as: **Entrance, Lobby, Conference Room, Restrooms, Fitness Center, Children's Are, Pool Restrooms, Common Areas, Patio End Tables, and Hallways.**
- d. Jani-King agrees to service the Named Areas as scheduled: **Four (4) Days per Week (Monday, Tuesday, Wednesday and Thursday), OR Five (5) Days per Week (Monday, Tuesday, Wednesday, Thursday and Friday) Main building between the hours of 6:00 PM and 8:00AM, Fitness Center between the hours of 10:00 PM and 4:00 AM**
- e. Jani-King agrees to furnish all equipment, tools and paraphernalia necessary to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached and made a part of this Agreement.

## 2. PAYMENT OF SERVICES

- a. Client agrees to pay to Jani-King each month the total minimum sum stated in the attached Pricing Schedule, on or before the last day of each month in which services are rendered. Additionally, Client also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. Client agrees that all payments due and owing Jani-King, for any reason, shall be properly credited only when delivered to JANIKING OF JACKSONVILLE, 5700 St. Augustine Road, Jacksonville, FL 32207.
- b. Credits for holidays recognized by Client were pre-determined as part of the monthly charge herein. No other adjustments will be made for those holidays.
- c. The amount to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing and signed by both parties.
- d. In the event payment for services is not received within thirty (30) days from the due date Jani-King may suspend services to Client until such payment is received. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or action for payment of services or other rights.

## 3. INDEPENDENT BUSINESS RELATIONSHIP

- a. It is agreed that Jani-King will select and designate all personnel to perform its obligations under this Agreement.
- b. It is agreed that Jani-King and any of its personnel are not, and shall not be employees of Client but are independent contractors; and in this regard, such Jani-King authorized personnel will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.

Customer Initials\_\_\_\_\_



# Maintenance Agreement

- c. Client agrees during the term of this Agreement and within one hundred and eighty (180) days after termination that it will not employ any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees during the term of this Agreement and within one hundred and eighty (180) days after termination it will not employ any employees, agents or representatives of Client without the express written consent of Client.

## 4. TERM OF AGREEMENT

- a. The term of this Agreement shall be for a one year basis from the date services are scheduled to begin, as stated in Section 1a, and shall be automatically renewed on each anniversary date on the same terms and conditions, unless either party shall give written notice of termination at least thirty (30) days prior to such anniversary date. If timely notice is given for termination, this Agreement shall expire at midnight of the anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- b. Non-performance is defined as the failure, neglect or refusal to perform any act outlined in this Cleaning Schedule. Before any termination for non-performance is effective, the terminating party must give the other party written notice specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, Jani-King, at its election, shall have fifteen (15) days in which to cure the defect in performance to the reasonable satisfaction of Client. In the event the defect is not satisfactorily cured at the end of the fifteen (15th) day from the effective date, the terminating party shall provide written notification to the other party of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date of the second notice.
- c. All notices between Client and Jani-King shall be in writing and deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address as stated in this Agreement. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective.
- Time is of the essence for all notices required under the terms of this Agreement.

## 5. GENERAL PROVISIONS

- a. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- b. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.
- c. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- d. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, with the attached Cleaning Schedule, and acknowledge that the terms reflect the entire Agreement of the parties and it supersedes all prior representations and understandings of the parties.
- e. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.

Customer Initials\_\_\_\_\_



# Cleaning Schedule

AREAS / TASKS	DLY	WK	MO	QTR	YR
<b>COMMON AREAS / SOCIAL ROOMS / HALLWAYS</b>					
Trash containers: empty containers and replace liners as needed (Liners to be furnished by Client)	X				
Horizontal furniture surfaces (reasonably clear of papers): dust & disinfect + exterior patio end tables (about 15)	X				
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X				
Small carpet stains (2" diameter max): spot clean	X				
Hard floors: dust mop or sweep	X				
Hard floors: spot mop to remove spills and stains	X				
Glass partitions and doors: spot clean to remove fingerprints/smudges	X				
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X			
Hard floors: damp mop with neutral cleaner		X			
Wall-hung pictures: dust and straighten		X			
Baseboards and low vents: dust		X			
Wall surfaces around light switches: spot clean		X			
Ceiling vents and ledges that can be reached from the floor: dust			X		
Telephones: clean and sanitize			X		
Upholstered furniture: vacuum			X		
Blinds: dust			X		
<b>RESTROOMS</b>					
Toilets and urinals: clean with a germicidal disinfectant	X				
Sinks: clean with a non-abrasive cleaner and disinfectant	X				
Doorknobs/push plates: clean with a germicidal disinfectant	X				
Bright metal parts of fixtures: polish	X				
Mirrors: clean and polish	X				
Trash containers: empty containers and replace liners (Liners to be furnished by Client)	X				
Hand towel and soap dispensers: clean and replenish	X				
Walls: spot clean to remove soap splashes, fingerprints/smudges	X				
Partition tops: dust	X				
Partition walls: spot clean with a detergent disinfectant solution	X				
Hard floors: sweep then mop with a detergent disinfectant solution	X				
Tile walls and partitions: clean and disinfect		X			
Ceiling vents and ledges that can be reached from the floor: dust		X			
Hard floors: scrub with a detergent disinfectant solution and rinse thoroughly			X		
Floor drains: add water and enzymes			X		
Re-stock any paper products as required. (Paper products to be furnished by Client)	X				

Customer Initials \_\_\_\_\_



# Cleaning Schedule

AREAS / TASKS	DLY	WK	MO	QTR	YR
<b>COMMON AREAS</b>					
Trash containers: empty containers and replace liners as needed (Liners to be furnished by Client)	X				
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X				
Small carpet stains (2" diameter max): spot clean	X				
Hard floors: dust mop or sweep	X				
Hard floors: spot mop spills and stains	X				
Glass partitions and doors: spot clean to remove fingerprints/smudges	X				
Entryway metal and glass: spot clean to remove fingerprints/smudges	X				
Entrance mats: vacuum (carpet) or sweep (rubber/vinyl)	X				
Wall surfaces around light switches: spot clean	X				
Water fountains: clean with a disinfectant solution, then polish	X				
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X			
Hard floors: damp mop with neutral cleaner		X			
Wall-hung pictures: dust and straighten		X			
Baseboards and low vents: dust		X			
Glass partitions and doors: thoroughly clean on both sides		X			
Entryway metal and glass: thoroughly clean		X			
Ceiling vents and ledges that can be reached from the floor: dust			X		
Upholstered furniture: vacuum			X		
Ledges and handrails: dust			X		
Blinds: dust			X		
<b>GYM</b>					
Trash containers: empty containers and replace liners as needed (Liners to be furnished by Client)	X				
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X				
Small carpet stains (2" diameter max): spot clean	X				
Hard floors: dust mop or sweep	X				
Hard floors: spot mop spills and stains	X				
Glass partitions and doors: spot clean to remove fingerprints/smudges	X				
Entryway metal and glass: spot clean to remove fingerprints/smudges	X				
Entrance mats: vacuum (carpet) or sweep (rubber/vinyl)	X				
Wall surfaces around light switches: spot clean	X				
Water fountains: clean with a disinfectant solution, then polish	X				
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X			
Hard floors: damp mop with neutral cleaner		X			
Wall-hung pictures: dust and straighten		X			
Baseboards and low vents: dust		X			
Glass partitions and doors: thoroughly clean on both sides		X			
Entryway metal and glass: thoroughly clean		X			
Gym machinery / equipment / seating: wipe down and disinfect		2X			

Customer Initials \_\_\_\_\_



# Agreement

**CUSTOMER NAME & ADDRESS**

Shearwater  
Craig Copeland  
100 Kayak Way  
St. Augustine, FL 32092

**JANI-KING NAME & ADDRESS**

Jani-King of Jacksonville  
5700 St Augustine Rd.  
Jacksonville, FL 32207

FREQUENCY / DESCRIPTION	MONTHLY CONTRACT AMOUNT
4 x Week (M-TH) Main building between the hours of 6:00 PM and 8:00 AM / Gym between the hours of 10:00 PM and 4:00 AM.	\$1,843.00
5 x Week (M-F) between the hours of 6 PM and 8 AM/ Gym between the hours of 10:00 PM and 4:00 AM.	\$1,922.00
4 x Week (M-TH) PLUS MONTHLY INTERIOR & EXTERIOR WINDOW CLEANING THROUGHOUT. Main building between the hours of 6:00 PM and 8:00 AM / Gym between the hours of 10:00 PM and 4:00 AM.	\$2,853.00
5 x Week (M-F) PLUS MONTHLY INTERIOR & EXTERIOR WINDOW CLEANING THROUGHOUT. between the hours of 6 PM and 8 AM/ Gym between the hours of 10:00 PM and 4:00 AM.	\$2,922.00

**CUSTOMER****JANI-KING**

\_\_\_\_\_  
Signature of Authorized Representative

*Cristina Trelles*  
\_\_\_\_\_  
Signature of Authorized Representative

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

Cristina Trelles | Operations Manager  
\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

7/30/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Payable Contact

\_\_\_\_\_  
Account Payable Phone Number

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Account Payable Email Address

\_\_\_\_\_  
City, State ZIP

# Tab 8

## FIRST AMENDMENT TO AMENITIES MANAGEMENT AGREEMENT

**THIS FIRST AMENDMENT** ("First Amendment") is made and entered into this 2ne day of February, 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 the St. Johns County, Florida, with a mailing address of 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084 ("District"), and

**Capital Consultants Management Corporation, Inc.**, a Nevada corporation, with its principal office at 8360 E. Via de Ventura, Suite L-100, Scottsdale, AZ 85258 ("Contractor"), and

Is acknowledged by **Shearwater Homeowners Association, Inc.**, with an address of 100 Kayak Way, St. Augustine, Florida 32092 ("HOA").

### RECITALS

**WHEREAS**, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, because the District had a need to retain an independent contractor to provide for the operation and/or maintenance of the amenity facilities within the District, on or around August 6, 2019, the District and Contractor entered into *Amenities Management Agreement*, incorporated by reference herein ("Agreement"); and

**WHEREAS**, Section 21 of the Agreement provides that the Agreement may be amended by an instrument in writing executed by both the District and the Contractor; and

**WHEREAS**, the parties desire to amend Exhibit A-1 of the Agreement to include additional services ("Additional Services") by and through this First Amendment; and

**WHEREAS**, each of the parties has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each of the parties has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each of the parties hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Engineer agree as follows:

**SECTION 1.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this First Amendment.

**SECTION 2.** Exhibit A-1 of the Agreement is hereby amended to include the additional services identified in **Exhibit A** attached hereto.

**SECTION 3.** Section 4 of the Agreement is hereby amended as follows to include compensation for the additional services referenced-above:

<b>Services/Schedule</b>	<b>Compensation</b>
General Facility & Swimming Pool Maintenance	Not to Exceed \$76,336.00 annually
Janitorial Services	Not to Exceed \$51,521.60 annually

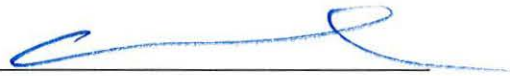
**SECTION 4.** Except as specifically amended above, the Agreement shall remain in full force and effect, unaltered by this First Amendment.

**IN WITNESS WHEREOF,** the parties execute this First Amendment the day and year first written above.

**CAPITAL CONSULTANTS  
MANAGEMENT CORPORATION**


**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

2.1.2021  
By: Joe Cook  
Its: Division President

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

Acknowledged by:

**SHEARWATER HOMEOWNERS  
ASSOCIATION, INC.**

  
By: Michael McCollum  
Its: \_\_\_\_\_

**Exhibit A:** Additional Scope of Services

**Exhibit A:**  
Additional Scope of Services

**Swimming Pool Maintenance**

1. Check pool water quality and complete equivalent to *DH Form 921 3/98 Swimming Pool Report*, as required by Chapter 64E-9.004(13), FAC, per site visit.
2. Conduct necessary tests for proper pool chemicals as required to maintain water quality levels within requirements of Chapter 64E-9.004(d).
3. Operate filtration and recirculation systems, backwashing as needed. Clean all filters and strainers. Maintain pool at proper water level and maintain flow rates and filtration rates. Check valves for leaks, as well as other components, and maintain in proper condition.
4. Manually skim, brush and vacuum pools as needed.
5. Straighten all pool furniture.
6. Provide additional treatments as required.
7. Cleaning of waterline tiles.
8. Advise the community of any necessary repairs, cleaning, or replacement items required due to "normal wear & tear," "acts of God," or vandalism.

*NOTE:* Chemicals required to maintain all bodies of water on a daily basis are included. Chemicals and materials required for special treatments such as stains, metals sequestering, foam removal, oil removal, phosphate and nitrate removal, mustard and black algae treatment shall be used as needed and billed directly to the district. Additional service and/or chemicals required due to extreme weather conditions shall also be billable.

**General Facility Maintenance**

1. Daily cleaning of all outdoor structures.
2. Thorough removal of debris and trash in and around the facility.
3. Clean soffits, ceiling fans, light fixtures and all outdoor ceiling surfaces.
4. Blow off entire pool deck and all entryways.
5. Removal of spider webs, wasps' nests, mud daubers, etc.
6. Maintain 4 tennis courts. Regular maintenance includes brushing, rolling and lining of all courts. Regular maintenance of the irrigation system. Inspection and repair of windscreens. Removal and application of surface material as needed.
7. Spot pressure wash pool deck and walkways as needed.
8. Regular inspection of playground equipment
9. Simple repairs as able.
10. Projects as assigned.
11. Address (and report) safety hazards immediately.
12. Inspection of electrical systems as able
13. Maintain an up-to-date equipment manufacturers manual and warranty information.
14. Work with appropriate professionals in overseeing the Building's various systems.
15. Inform the Community Manager of any needed or anticipated facility repairs.
16. Attend community staff meetings as required.

*Note: Eight (8) additional hours will be provided March 1<sup>st</sup> through August 31<sup>st</sup>*

## **Janitorial Services**

*Areas include: The Hub, Conference Room, Kayak Club, Grill Pavilion, Dance Studio, Fitness Lodge, Birds Nest and all associated restrooms. Common grounds throughout the community as directed.*

1. Maintain general appearance of all indoor spaces by vacuuming carpet, dusting of all fixtures, mopping floors, cleaning windows, bathrooms, counters and tiled areas.
2. Window cleaning includes window ledges and blinds.
3. Bathroom cleaning includes all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed.
4. Dusting includes the cleaning of window ledges, vents, furniture bases, shelves, picture frames, counter tops, tables, televisions and fitness equipment.
5. Straightening of all furniture and fixtures.
6. Removal of all interior trash.
7. Removal of trash from Tot Lot.
8. Storage closets shall be kept in an orderly condition. Equipment and cleaning supplies shall be properly stored as well.

*Note: Should extraordinary cleaning services be required (as agreed to by the Community Manager), such special janitorial services and/or equipment/supplies shall be billable to the District.*

9. Common area maintenance duties include the removal of naturally occurring and construction debris from the following areas:
  - A. Right-of-ways
  - B. Community entrance areas
  - C. Walking paths
  - D. Preserves
  - E. Community Parks

*Note: Includes three (3) hours weekly*

# Tab 9

**RESOLUTION 2021-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Trout Creek Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within St. Johns County, Florida; and

WHEREAS, the District’s Board of Supervisors (hereinafter the “Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit “A”.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District’s Secretary is hereby directed to file annually, with St. Johns County, a schedule of the District’s regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 18<sup>TH</sup> DAY OF AUGUST, 2021.**

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

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**SECRETARY / ASSISTANT SECRETARY**

**EXHIBIT “A”**

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS MEETING DATES  
FOR FISCAL YEAR 2021/2022**

**October 20, 2021  
November 17, 2021  
December 15, 2021  
January 19, 2022  
February 16, 2022  
March 16, 2022  
April 20, 2022  
May 18, 2022  
June 15, 2022  
July 20, 2021  
August 17, 2022  
September 21, 2022**

All meetings will convene at 3:00 p.m.  
at the Shearwater Amenity Center located at  
100 Kayak Way, St. Augustine, FL 32092

*Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager’s Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District’s website for the latest information: <https://www.crosscreeknorthcdd.org/>*

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from c/o Rizzetta & Company, Inc., 2806 North Fifth Street, Suite 403, St. Augustine, Florida 32084, or by calling (904) 436-6270.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 436-6270 at least 48 hours prior to the meeting. 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), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting 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 such appeal is to be based.

District Manager

# **Public Hearing on Fiscal Year 2021-2022 Budget**

# **Tab 10**

**RESOLUTION 2021-12**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2021, submitted to the Board of Supervisors (“**Board**”) of the Trout Creek Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Trout Creek Community Development District for the Fiscal Year Ending September 30, 2022."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND(S) – SERIES 2015	\$ _____
DEBT SERVICE FUND(S) – SERIES 2018	\$ _____
DEBT SERVICE FUND(S) – SERIES 2020	\$ _____
TOTAL ALL FUNDS	\$ _____

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
  
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 18<sup>th</sup> DAY OF AUGUST, 2021.**

ATTEST:

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Its: \_\_\_\_\_

# **Exhibit A**

# **Trout Creek Community Development District**

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

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**Approved Proposed Budget for Fiscal Year 2021/2022**

**Presented by: Rizzetta & Company, Inc.**

**2806 N. Fifth Street  
Suite 403  
St. Augustine, Florida 32084  
Phone: 904-436-6270**

[rizzetta.com](http://rizzetta.com)

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**Proposed Budget**  
**Trout Creek Community Development District**  
**General Fund**  
**Fiscal Year 2021/2022**

	Chart of Accounts Classification	Actual YTD through 06/30/21	Projected Annual Totals 2020/2021	Annual Budget for 2020/2021	Projected Budget variance for 2020/2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020/2021	Comments
1								
2	<b>REVENUES</b>							
3								
4	Special Assessments							
5	Tax Roll*	\$ 1,178,477	\$ 1,178,477	\$ 1,178,477	\$ -	\$ 1,481,672	\$ 303,195	Tax Roll & Off Roll will be certified at Public Hearing
6	Off Roll*	\$ 345,134	\$ 353,156	\$ 353,156	\$ -	\$ 517,365	\$ 164,209	
7	Contributions & Donations from Private Sources							
8	Developer Contributions	\$ -	\$ -	\$ 30,000	\$ (30,000)	\$ -	\$ (30,000)	
9	HOA Capital Transfer	\$ 93,100	\$ 124,133	\$ 109,550	\$ 14,583	\$ 102,900	\$ (6,650)	
10	Other Miscellaneous Revenues							
11	User Fees	\$ 16,010	\$ 21,347	\$ 37,839	\$ (16,492)	\$ 39,371	\$ 1,532	
12	Event Income	\$ 932	\$ 1,243	\$ 692	\$ 551	\$ 699	\$ 7	
13	Café Income	\$ 5,410	\$ 7,213	\$ 20,636	\$ (13,423)	\$ 22,700	\$ 2,064	
14	Community Garden Lease	\$ 2,654	\$ 2,654	\$ -	\$ 2,654	\$ -	\$ -	Eliminated Lease Program in FY 21- YTD was Deferred from FY 20
15								
16	<b>TOTAL REVENUES</b>	<b>\$ 1,641,717</b>	<b>\$ 1,688,223</b>	<b>\$ 1,730,350</b>	<b>\$ (42,127)</b>	<b>\$ 2,164,707</b>	<b>\$ 434,357</b>	
17								
24	<b>EXPENDITURES - ADMINISTRATIVE</b>							
25								
26	Legislative							
27	Supervisor Fees	\$ 4,600	\$ 6,133	\$ 9,600	\$ 3,467	\$ 9,600	\$ -	
28	Financial & Administrative							
29	Administrative Services	\$ 3,638	\$ 4,850	\$ 4,850	\$ -	\$ 4,947	\$ 97	
30	District Management	\$ 14,600	\$ 19,467	\$ 19,467	\$ -	\$ 19,856	\$ 389	
31	District Engineer	\$ 3,434	\$ 4,579	\$ 5,000	\$ 421	\$ 5,000	\$ -	
32	Disclosure Report	\$ 7,000	\$ 7,000	\$ 6,000	\$ (1,000)	\$ 10,000	\$ 4,000	Now 3 Bonds to Report
33	Trustees Fees	\$ 8,500	\$ 8,500	\$ 8,000	\$ (500)	\$ 11,000	\$ 3,000	Est. for 3 Bonds
34	Assessment Roll	\$ 5,250	\$ 5,250	\$ 5,250	\$ -	\$ 5,355	\$ 105	
35	Financial & Revenue Collections	\$ 3,750	\$ 5,000	\$ 5,000	\$ -	\$ 5,100	\$ 100	
36	Accounting Services	\$ 14,600	\$ 19,467	\$ 19,467	\$ -	\$ 19,856	\$ 389	
37	Auditing Services	\$ 4,400	\$ 4,400	\$ 4,400	\$ -	\$ 4,000	\$ (400)	Per New Contract
38	Arbitrage Rebate Calculation	\$ 1,800	\$ 1,800	\$ 1,000	\$ (800)	\$ 1,350	\$ 350	Now 3 Bonds to Report
39	Public Officials Liability Insurance	\$ 1,769	\$ 2,000	\$ 2,000	\$ -	\$ 2,100	\$ 100	Per Estimate
40	Legal Advertising	\$ 876	\$ 1,168	\$ 2,200	\$ 1,032	\$ 2,200	\$ -	
41	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
42	Miscellaneous Fees	\$ 466	\$ 621	\$ 500	\$ (121)	\$ 500	\$ -	
43	ADA Website Hosting, Maintenance, Backup (and Email)	\$ 5,265	\$ 7,120	\$ 7,120	\$ -	\$ 7,120	\$ -	
44	Legal Counsel							
45	District Counsel	\$ 16,909	\$ 22,545	\$ 23,000	\$ 455	\$ 25,000	\$ 2,000	
46								
47	<b>Administrative Subtotal</b>	<b>\$ 97,032</b>	<b>\$ 120,076</b>	<b>\$ 123,029</b>	<b>\$ 2,953</b>	<b>\$ 133,159</b>	<b>\$ 10,130</b>	
48								
49	<b>EXPENDITURES - FIELD OPERATIONS</b>							
50								
51	Law Enforcement							
52	Off-Duty Deputy	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ 12,000	New Line for Off-Duty Sheriff
53	Electric Utility Services							
54	Utility Services	\$ 4,074	\$ 5,432	\$ 10,000	\$ 4,568	\$ 10,000	\$ -	Based on YTD History
55	Utility - Recreation Facilities	\$ 38,190	\$ 50,920	\$ 60,900	\$ 9,980	\$ 61,814	\$ 914	
56	Street Lights	\$ 15,256	\$ 20,341	\$ 30,000	\$ 9,659	\$ 40,000	\$ 10,000	New SL's being added
57	Gas Utility Services							
58	Utility Services	\$ 932	\$ 1,243	\$ 583	\$ (660)	\$ 1,500	\$ 917	Increased based on YTD
59	Garbage/Solid Waste Control Services							
60	Garbage - Recreation Facility	\$ 2,264	\$ 3,019	\$ 2,786	\$ (233)	\$ 3,170	\$ 384	Increase in Fuel & Admin Fees
61	Water-Sewer Combination Services							
62	Utility Services - Recreational Facilities	\$ 7,799	\$ 10,399	\$ 15,225	\$ 4,826	\$ 15,225	\$ -	
63	Utility - Reclaimed	\$ 144,306	\$ 192,408	\$ 295,000	\$ 102,592	\$ 286,822	\$ (8,178)	
64	Stormwater Control							
65	Aquatic Maintenance	\$ 25,017	\$ 27,114	\$ 15,777	\$ (11,337)	\$ 25,000	\$ 9,223	24 Ponds + Plus Carp - Add More Ponds/YTD Also Included Bluegill Fish
66	Stormwater Assessment	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	
67	Stormwater System Maintenance	\$ -	\$ -	\$ 7,888	\$ 7,888	\$ 7,888	\$ -	
68	Other Physical Environment							
69	General Liability & Property Insurance	\$ 38,494	\$ 45,705	\$ 50,000	\$ 4,295	\$ 55,000	\$ 5,000	GL/Property Est - \$49K, Will have new property in FY 22
70	Entry & Walls Maintenance	\$ -	\$ -	\$ 1,600	\$ 1,600	\$ 4,500	\$ 2,900	
71	Landscape & Irrigation Maintenance	\$ 240,976	\$ 370,725	\$ 420,949	\$ 50,224	\$ 423,554	\$ 2,605	VerdeGo's FY 22 Fee - Phases 1, 2A, 2B, 2C & 2D. New Phases to come on-line. Also Prestige Outpost Fees.
72	Common Area Pinestraw Mulch	\$ 95,583	\$ 127,444	\$ 83,290	\$ (44,154)	\$ 85,789	\$ 2,499	



**Trout Creek Community Development District  
Debt Service  
Fiscal Year 2021/2022**

<b>Chart of Accounts Classification</b>	<b>Series 2015</b>	<b>Series 2018</b>	<b>Series 2020</b>	<b>Budget for 2021/2022</b>
<b>REVENUES</b>				
Special Assessments				
Net Special Assessments	\$1,401,366.76	\$935,949.24	\$239,960.45	\$2,577,276.44
<b>TOTAL REVENUES</b>	<b>\$1,401,366.76</b>	<b>\$935,949.24</b>	<b>\$239,960.45</b>	<b>\$2,577,276.44</b>
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Financial & Administrative				
Debt Service Obligation	\$1,401,366.76	\$935,949.24	\$239,960.45	\$2,577,276.44
<b>Administrative Subtotal</b>	<b>\$1,401,366.76</b>	<b>\$935,949.24</b>	<b>\$239,960.45</b>	<b>\$2,577,276.44</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,401,366.76</b>	<b>\$935,949.24</b>	<b>\$239,960.45</b>	<b>\$2,577,276.44</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Collection Cost (2%) and Discount (4%) applicable to the county:

6.0%

**Gross assessments**

**\$2,739,452.00**

**Notes:**

1. Tax Roll Collection Costs (2%) for St. Johns County (4%) is a total 6% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

Trout Creek Community Development District

FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2021/2022 O&M Budget		\$1,999,037.00
Collection Cost	2%	\$42,532.70
Early Payment Discount	4%	\$85,065.40
2021/2022 Total:		<u>\$2,126,635.11</u>

2020/2021 O&M Budget	\$1,531,633.00
2021/2022 O&M Budget	\$1,999,037.00

Total Difference:	<u><b>\$467,404.00</b></u>
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	PER UNIT ANNUAL ASSESSMENT Proposed Increase / Decrease			
	2020/2021	2021/2022	\$	%
Series 2015 Debt Service - Townhome	\$879.50	\$879.50	\$0.00	0.00%
Operations/Maintenance - Townhome	\$1,061.91	\$1,061.33	-\$0.58	-0.05%
<b>Total</b>	<b>\$1,941.41</b>	<b>\$1,940.83</b>	<b>-\$0.58</b>	<b>-0.03%</b>
<hr/>				
Series 2015 Debt Service - SF 40'	\$979.50	\$979.50	\$0.00	0.00%
Operations/Maintenance - SF 40'	\$1,087.86	\$1,088.71	\$0.85	0.08%
<b>Total</b>	<b>\$2,067.36</b>	<b>\$2,068.21</b>	<b>\$0.85</b>	<b>0.04%</b>
<hr/>				
Series 2015 Debt Service - SF 50'	\$1,079.50	\$1,079.50	\$0.00	0.00%
Operations/Maintenance - SF 50'	\$1,105.16	\$1,106.96	\$1.80	0.16%
<b>Total</b>	<b>\$2,184.66</b>	<b>\$2,186.46</b>	<b>\$1.80</b>	<b>0.08%</b>
<hr/>				
Series 2015 Debt Service - SF 60'	\$1,179.50	\$1,179.50	\$0.00	0.00%
Operations/Maintenance - SF 60'	\$1,122.47	\$1,125.22	\$2.75	0.24%
<b>Total</b>	<b>\$2,301.97</b>	<b>\$2,304.72</b>	<b>\$2.75</b>	<b>0.12%</b>
<hr/>				
Series 2015 Debt Service - SF 70'	\$1,279.50	\$1,279.50	\$0.00	0.00%
Operations/Maintenance - SF 70'	\$1,139.77	\$1,143.47	\$3.70	0.32%
<b>Total</b>	<b>\$2,419.27</b>	<b>\$2,422.97</b>	<b>\$3.70</b>	<b>0.15%</b>
<hr/>				
Series 2015 Debt Service - SF 80'	\$1,379.50	\$1,379.50	\$0.00	0.00%
Operations/Maintenance - SF 80'	\$1,157.07	\$1,161.72	\$4.65	0.40%
<b>Total</b>	<b>\$2,536.57</b>	<b>\$2,541.22</b>	<b>\$4.65</b>	<b>0.18%</b>
<hr/>				
Series 2018 Debt Service - Townhome (Platted)	\$879.50	\$879.50	\$0.00	0.00%
Operations/Maintenance - Townhome (Platted)	\$1,061.91	\$1,061.33	-\$0.58	-0.05%
<b>Total</b>	<b>\$1,941.41</b>	<b>\$1,940.83</b>	<b>-\$0.58</b>	<b>-0.03%</b>
<hr/>				
Series 2018 Debt Service - SF 40' (Platted)	\$979.50	\$979.50	\$0.00	0.00%
Operations/Maintenance - SF 40' (Platted)	\$1,087.86	\$1,088.71	\$0.85	0.08%
<b>Total</b>	<b>\$2,067.36</b>	<b>\$2,068.21</b>	<b>\$0.85</b>	<b>0.04%</b>
<hr/>				
Series 2015 Debt Service - SF 60' (Unplatted)	\$1,179.50	\$1,179.50	\$0.00	0.00%
Operations/Maintenance - SF 60' (Unplatted)	\$50.69	\$52.98	\$2.29	4.52%
<b>Total</b>	<b>\$1,230.19</b>	<b>\$1,232.48</b>	<b>\$2.29</b>	<b>0.19%</b>

**Trout Creek Community Development District**

**FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

2021/2022 O&M Budget		\$1,999,037.00
Collection Cost	2%	\$42,532.70
Early Payment Discount	4%	\$85,065.40
2021/2022 Total:		<u>\$2,126,635.11</u>

2020/2021 O&M Budget	\$1,531,633.00
2021/2022 O&M Budget	\$1,999,037.00

Total Difference:	<u><u>\$467,404.00</u></u>
-------------------	----------------------------

	PER UNIT ANNUAL ASSESSMENT Proposed Increase / Decrease			
	2020/2021	2021/2022	\$	%
Series 2015 Debt Service - SF 70' (Unplatted)	\$1,279.50	\$1,279.50	\$0.00	0.00%
Operations/Maintenance - SF 70' (Unplatted)	\$50.69	\$52.98	\$2.29	4.52%
<b>Total</b>	<b>\$1,330.19</b>	<b>\$1,332.48</b>	<b>\$2.29</b>	<b>0.17%</b>
Series 2018 Debt Service - Townhome (Unplatted)	\$879.50	\$879.50	\$0.00	0.00%
Operations/Maintenance - Townhome (Unplatted)	\$50.69	\$52.98	\$2.29	4.52%
<b>Total</b>	<b>\$930.19</b>	<b>\$932.48</b>	<b>\$2.29</b>	<b>0.25%</b>
Series 2018 Debt Service - SF 40' (Unplatted)	\$979.50	\$979.50	\$0.00	0.00%
Operations/Maintenance - SF 40' (Unplatted)	\$50.69	\$52.98	\$2.29	4.52%
<b>Total</b>	<b>\$1,030.19</b>	<b>\$1,032.48</b>	<b>\$2.29</b>	<b>0.22%</b>
Series 2018 Debt Service - SF 50' (Unplatted)	\$1,079.50	\$1,079.50	\$0.00	0.00%
Operations/Maintenance - SF 50' (Unplatted)	\$50.69	\$52.98	\$2.29	4.52%
<b>Total</b>	<b>\$1,130.19</b>	<b>\$1,132.48</b>	<b>\$2.29</b>	<b>0.20%</b>
Series 2018 Debt Service - SF 60' (Unplatted)	\$1,179.50	\$1,179.50	\$0.00	0.00%
Operations/Maintenance - SF 60' (Unplatted)	\$50.69	\$52.98	\$2.29	4.52%
<b>Total</b>	<b>\$1,230.19</b>	<b>\$1,232.48</b>	<b>\$2.29</b>	<b>0.19%</b>
Series 2020 Debt Service - Townhome (Unplatted)	\$0.00	\$880.00	\$880.00	0.00%
Operations/Maintenance - Townhome (Unplatted)	\$50.69	\$52.98	\$2.29	4.52%
<b>Total</b>	<b>\$930.19</b>	<b>\$932.98</b>	<b>\$2.79</b>	<b>0.30%</b>
Series 2020 Debt Service - SF 40' (Unplatted)	\$0.00	\$980.00	\$980.00	0.00%
Operations/Maintenance - SF 40' (Unplatted)	\$50.69	\$52.98	\$2.29	4.52%
<b>Total</b>	<b>\$1,030.19</b>	<b>\$1,032.98</b>	<b>\$2.79</b>	<b>0.27%</b>
Series 2020 Debt Service - SF 60' (Unplatted)	\$0.00	\$1,180.00	\$1,180.00	0.00%
Operations/Maintenance - SF 60' (Unplatted)	\$50.69	\$52.98	\$2.29	4.52%
<b>Total</b>	<b>\$1,230.19</b>	<b>\$1,232.98</b>	<b>\$2.79</b>	<b>0.23%</b>

FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$1,999,037.00
COLLECTION COSTS @	2%	\$42,532.70
EARLY PAYMENT DISCOUNT @	4%	\$85,065.40
TOTAL O&M ASSESSMENT		\$2,126,635.11

UNITS ASSESSED					\$141,658.51					\$1,823,393.62					\$161,582.98					PER LOT ANNUAL ASSESSMENT				
PLATTED					ALLOCATION OF EQUALIZED ADMIN COSTS					ALLOCATION OF EQUALIZED FIELD COSTS					ALLOCATION OF STRATIFIED FIELD COSTS					PER LOT ANNUAL ASSESSMENT				
LOT SIZE	O&M	DEBT SERVICE SERIES 2015 <sup>(1)</sup>	DEBT SERVICE SERIES 2018 <sup>(2)</sup>	DEBT SERVICE SERIES 2020 <sup>(2)</sup>	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL BUDGET	PER UNIT ASSESSMENT	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL BUDGET	PER UNIT ASSESSMENT	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL BUDGET	PER UNIT ASSESSMENT	TOTAL O&M	2015 DEBT SERVICE <sup>(2)</sup>	DEBT SERVICE SERIES 2018 <sup>(2)</sup>	DEBT SERVICE SERIES 2020 <sup>(2)</sup>	TOTAL <sup>(3)</sup>
Townhomes	200	199	0	0	1.00	200.00	7.48%	\$10,595.25	\$52.98	1.00	200.00	10.56%	\$192,544.20	\$962.72	0.50	100.00	5.65%	\$9,126.40	\$45.63	\$1,061.33	\$879.50	\$0.00	\$0.00	\$1,940.83
Single Family 40'	159	155	0	0	1.00	159.00	5.95%	\$8,423.22	\$52.98	1.00	159.00	8.39%	\$153,072.64	\$962.72	0.80	127.20	7.18%	\$11,608.79	\$73.01	\$1,088.71	\$979.50	\$0.00	\$0.00	\$2,068.21
Single Family 60'	414	401	0	0	1.00	414.00	15.48%	\$21,932.17	\$52.98	1.00	414.00	21.86%	\$398,566.50	\$962.72	1.00	414.00	23.38%	\$37,783.31	\$91.26	\$1,106.96	\$1,079.50	\$0.00	\$0.00	\$2,186.46
Single Family 60'	295	291	0	0	1.00	295.00	11.03%	\$15,628.00	\$52.98	1.00	295.00	15.58%	\$284,002.70	\$962.72	1.20	354.00	19.99%	\$32,307.47	\$109.52	\$1,125.22	\$1,179.50	\$0.00	\$0.00	\$2,304.72
Single Family 70'	200	178	0	0	1.00	200.00	7.48%	\$10,595.25	\$52.98	1.00	200.00	10.56%	\$192,544.20	\$962.72	1.40	280.00	15.81%	\$25,553.93	\$127.77	\$1,143.47	\$1,279.50	\$0.00	\$0.00	\$2,422.97
Single Family 80'	69	67	0	0	1.00	69.00	2.58%	\$3,655.36	\$52.98	1.00	69.00	3.64%	\$6,427.75	\$962.72	1.60	110.40	6.24%	\$10,075.55	\$146.02	\$1,161.72	\$1,379.50	\$0.00	\$0.00	\$2,541.22
Townhomes	233	0	233	0	1.00	233.00	8.71%	\$12,343.47	\$52.98	1.00	233.00	12.30%	\$224,314.00	\$962.72	0.50	116.50	6.58%	\$10,632.26	\$45.63	\$1,061.33	\$0.00	\$879.50	\$0.00	\$1,940.83
Single Family 40'	278	0	278	0	1.00	278.00	10.40%	\$14,727.40	\$52.98	1.00	278.00	14.68%	\$267,636.44	\$962.72	0.80	222.40	12.56%	\$20,297.12	\$73.01	\$1,088.71	\$0.00	\$979.50	\$0.00	\$2,068.21
Single Family 50'	46	0	46	0	1.00	46.00	1.72%	\$2,436.91	\$52.98	1.00	46.00	2.43%	\$4,285.17	\$962.72	1.00	46.00	2.60%	\$4,198.15	\$91.26	\$1,106.96	\$0.00	\$1,079.50	\$0.00	\$2,186.46
<b>TOTAL</b>	<b>1894</b>	<b>1291</b>	<b>567</b>	<b>0</b>		<b>1894.00</b>	<b>71%</b>	<b>\$100,337.03</b>			<b>1894.00</b>	<b>100%</b>	<b>\$1,823,393.62</b>		<b>1770.50</b>	<b>100%</b>	<b>\$161,582.98</b>							

UNITS ASSESSED					\$141,658.51					\$0.00					\$0.00					PER LOT ANNUAL ASSESSMENT				
UNPLATTED					ALLOCATION OF EQUALIZED ADMIN COSTS					ALLOCATION OF EQUALIZED FIELD COSTS					ALLOCATION OF STRATIFIED FIELD COSTS					PER LOT ANNUAL ASSESSMENT				
LOT SIZE	O&M	DEBT SERVICE SERIES 2015 <sup>(1)</sup>	DEBT SERVICE SERIES 2018 <sup>(2)</sup>	DEBT SERVICE SERIES 2020 <sup>(2)</sup>	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL BUDGET	PER UNIT ASSESSMENT	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL BUDGET	PER UNIT ASSESSMENT	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL BUDGET	PER UNIT ASSESSMENT	TOTAL O&M	2015 DEBT SERVICE <sup>(2)</sup>	DEBT SERVICE SERIES 2018 <sup>(2)</sup>	DEBT SERVICE SERIES 2020 <sup>(2)</sup>	TOTAL <sup>(3)</sup>
Single Family 60'	14	14	0	0	1.00	14.00	0.52%	\$741.67	\$52.98	1.00	0.00	0.00%	\$0.00	\$0.00	1.20	0.00	0.00%	\$0.00	\$0.00	\$52.98	\$1,179.50	\$0.00	\$0.00	\$1,232.48
Single Family 70'	39	39	0	0	1.00	39.00	1.46%	\$2,066.07	\$52.98	1.00	0.00	0.00%	\$0.00	\$0.00	1.40	0.00	0.00%	\$0.00	\$0.00	\$52.98	\$1,279.50	\$0.00	\$0.00	\$1,332.48
Townhomes	223	0	223	0	1.00	223.00	8.34%	\$11,813.71	\$52.98	1.00	0.00	0.00%	\$0.00	\$0.00	0.50	0.00	0.00%	\$0.00	\$0.00	\$52.98	\$0.00	\$879.50	\$0.00	\$932.48
Single Family 40'	74	0	74	0	1.00	74.00	2.77%	\$3,920.24	\$52.98	1.00	0.00	0.00%	\$0.00	\$0.00	0.80	0.00	0.00%	\$0.00	\$0.00	\$52.98	\$0.00	\$979.50	\$0.00	\$1,032.48
Single Family 50'	106	0	106	0	1.00	106.00	3.96%	\$5,615.48	\$52.98	1.00	0.00	0.00%	\$0.00	\$0.00	1.00	0.00	0.00%	\$0.00	\$0.00	\$52.98	\$0.00	\$1,079.50	\$0.00	\$1,132.48
Single Family 60'	72	0	72	0	1.00	72.00	2.69%	\$3,814.29	\$52.98	1.00	0.00	0.00%	\$0.00	\$0.00	1.20	0.00	0.00%	\$0.00	\$0.00	\$52.98	\$0.00	\$1,179.50	\$0.00	\$1,232.48
Townhomes	105	0	0	105	1.00	105.00	3.93%	\$5,562.51	\$52.98	1.00	0.00	0.00%	\$0.00	\$0.00	0.50	0.00	0.00%	\$0.00	\$0.00	\$52.98	\$0.00	\$0.00	\$880.00	\$52.98
Single Family 40'	54	0	0	54	1.00	54.00	2.02%	\$2,860.72	\$52.98	1.00	0.00	0.00%	\$0.00	\$0.00	0.80	0.00	0.00%	\$0.00	\$0.00	\$52.98	\$0.00	\$0.00	\$980.00	\$52.98
Single Family 60'	93	0	0	93	1.00	93.00	3.48%	\$4,926.79	\$52.98	1.00	0.00	0.00%	\$0.00	\$0.00	1.20	0.00	0.00%	\$0.00	\$0.00	\$52.98	\$0.00	\$0.00	\$1,180.00	\$52.98
<b>TOTAL</b>	<b>780</b>	<b>53</b>	<b>475</b>	<b>252</b>		<b>780.00</b>	<b>29%</b>	<b>\$41,321.48</b>			<b>0.00</b>	<b>0%</b>	<b>\$0.00</b>		<b>0.00</b>	<b>0%</b>	<b>\$0.00</b>							
<b>TOTAL COMMUNITY</b>	<b>2674</b>	<b>1344</b>	<b>1032</b>	<b>252</b>		<b>2674.00</b>	<b>100%</b>	<b>\$141,658.51</b>			<b>1894.00</b>	<b>100%</b>	<b>\$1,823,393.62</b>					<b>\$161,582.98</b>						

LESS: St. John's County Collection Costs (2%) and Early Payment Discounts (4%):		(\$8,499.51)		(\$109,403.62)		(\$9,694.98)
<b>Net Revenue to be Collected</b>		<b>\$133,159.00</b>		<b>\$1,713,990.00</b>		<b>\$151,888.00</b>

<sup>(1)</sup> Reflects forty-five (45) Series 2015 Prepayments.  
<sup>(2)</sup> Reflects the number of total lots with Series 2015, Series 2018 and Series 2020 debt outstanding.  
<sup>(3)</sup> Annual debt service assessment per lot adopted in connection with the Series 2015, Series 2018 and Series 2020 bond issues. Annual assessment includes principal, interest, St. John's County collection costs and early payment discount costs.  
<sup>(4)</sup> Annual assessment that will appear on November 2021 St. John's County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

**GENERAL FUND BUDGET**  
**ACCOUNT CATEGORY DESCRIPTION**

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

**REVENUES:**

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County’s Tax Roll, to be collected with the County’s Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

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**EXPENDITURES – ADMINISTRATIVE:**

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

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### EXPENDITURES:

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### EXPENDITURES – ADMINISTRATIVE:

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

# **Tab 11**

## RESOLUTION 2021-13

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Trout Creek Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in St. Johns County, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"), attached hereto as **Exhibit "A;"** and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2021/2022; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B;"** and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**
- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as

set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2021; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule:

- i. **Operation and Maintenance Assessments:** 50% due no later than December 1, 2021, 25% due no later than February 1, 2022, and 25% due no later than May 1, 2022.
- ii. **Debt Service Assessments:** 65% due no later than April 1, 2022 and 35% due no later than August 1, 2022.

In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2021/2022, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of August, 2021.

ATTEST:

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Its: \_\_\_\_\_

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll (Uniform Method)  
Assessment Roll (Direct Collect)

**Exhibit A**  
**will be attached as**  
**Fiscal Year 2021-2022**  
**Final Budget**

# **Exhibit B**

## Assessment Roll

Assessment Roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, FL Statutes.

## **Tab 12**

**THIRD ADDENDUM TO THE CONTRACT FOR  
PROFESSIONAL DISTRICT SERVICES**

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This Third Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1<sup>st</sup> day of October, 2021 (the “**Effective Date**”), 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 (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

**RECITALS**

**WHEREAS**, the District and the Consultant entered into the Contract for Professional District Services dated October 1, 2018 (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.

*(Remainder of this page is left blank intentionally)*

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Signature

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

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Chairman/Vice Chairman

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors

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

**Exhibit B – Schedule of Fees**

## EXHIBIT B

### Schedule of Fees

<b>STANDARD ON-GOING SERVICES:</b>		
Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:		
	<b>Monthly</b>	<b>Annually</b>
Management	\$1,655	\$19,856
Administrative	\$412	\$4,947
Accounting	\$1,655	\$19,856
Financial & Revenue Collections	\$425	\$5,100
Assessment Roll <sup>(1)</sup>	_____	\$5,355
<b>Total Standard On-Going Services</b>	<b>\$4,147</b>	<b>\$55,114</b>

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed

### ADDITIONAL SERVICES:

Extended and Continued Meetings	Hourly	\$ 175
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to		
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public		
Records Requests	Hourly	Upon Request

**PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

**LITIGATION SUPPORT SERVICES:**                      Hourly                      Upon Request

**ADDITIONAL THIRD-PARTY SERVICES:**

Pre-Payment Collections/Estoppel/Lien Releases:

Lot/ Homeowner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request

# **Tab 13**

**AGREEMENT FOR LANDSCAPE AND IRRIGATION INSTALLATION  
BY AND BETWEEN TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT AND RANDY SUGGS LANDSCAPING, INC.**

**THIS AGREEMENT** is effective as of July 19 , 2021, by and between:

**Trout Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida whose mailing address is c/o Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084 (“District”), and

**Randy Suggs Landscaping, Inc.**, a Florida corporation, with an address of 3403 Rock Springs Road, Apopka, Florida 32712 (“Contractor”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including landscape and irrigation improvements; and

**WHEREAS**, the District desires to retain an independent contractor to perform landscape and irrigation installation services and provide materials associated therewith, as more particularly described in this Agreement and on the attached **Composite Exhibit A** (“Project”), and Contractor represents that it is capable of providing such materials and services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

**WHEREAS**, 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:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.** The duties, obligations, and responsibilities of the Contractor are to provide the services, labor, materials and warranties necessary to complete the Project (“Services”). The Services shall include, but are not limited, to the installation of the plant material and irrigation improvements. Contractor shall coordinate the Services with other contractors performing work for the District. Contractor shall coordinate with the District’s contractor(s) in the location and installation of all landscape material, irrigation systems, controllers, meters and other appurtenances that may be required for a complete and operational scope of work. Should any questions arise as to the coordination required, the Contractor shall consult with the District’s Designee, as defined below. Contractor shall locate all

utilities prior to performing the Work and shall maintain necessary erosion control measures during the term of its Work. Additionally:

- A. The Contractor shall report directly to the District's Designee who shall be the District Manager, **Melissa Dobbins**. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth herein and in **Composite Exhibit A**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- B. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- C. The District is relying on the Contractor as the expert in this field. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

**SECTION 3. TIMING.** Contractor shall commence the Services upon the District's issuance of a written notice to proceed and the Project shall be substantially and fully complete within the number of days set forth in the notice to proceed. The term "substantially complete" as used herein shall mean the time at which the Project has progressed to the point where, in the opinion of the District, the Project is sufficiently complete, in accordance with this Agreement, so that the Project can be utilized for the purposes for which they are intended. The term "fully complete" as used herein shall mean the time at which the Services are finished in their entirety and, in the opinion of the District, no further work on the part of the Contractor is necessary to finish the Project in accordance with this Agreement. Contractor shall notify the District Designee in writing immediately upon recognizing any potential for a delay delivering its work caused by itself or another contractor. Due to current construction projects and schedules at the project site, the Contractor and District recognize that time is of the essence of this Agreement and that District will suffer financial loss if the Project is not completed within the times set forth in the notice(s) to proceed. Contractor must coordinate its work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet the timeframe provided for herein. The Project may be completed in phases.

**SECTION 4. PAYMENT FOR SERVICES.** Total compensation for supplying all of the Services described herein and in attached **Composite Exhibit A** shall not exceed **Six Hundred Ninety-Nine Thousand Three Hundred Seven Dollars and Fifty Cents (\$699,307.50)**. If the Project is constructed in phases, then cost for the respective phases shall not exceed the costs reflected on Exhibit A. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall

be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within twenty-five (25) days upon receipt of the invoice by the District or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et seq., Fla. Stat. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

The District may require, as a condition precedent to making any payment to the 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 the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 5. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the Project, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of St. Johns County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, Florida Statutes. The cost of such bond shall be added to Contractor's proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

**SECTION 6. CHANGE ORDERS.** Contractor understands that the Project may be constructed in phases, reduced, enlarged or otherwise modified in scope. Contractor shall only provide Services for those phases authorized by a notice to proceed. If any additional services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District or the District Manager's designee. Contractor shall not perform any service omitted from the Agreement by deductive change order. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event this is a unit price Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in this Agreement. In the event this Agreement is not a unit price agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor. All change orders shall be in the form attached hereto as **Exhibit B**.

**SECTION 7. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all workmanship and materials shall be of good quality, and free from faults and defects. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Project, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, and without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Further, the Contractor hereby assigns all manufacturers' warranties to the District, and shall provide evidence of the same with the Contractor's submittal of the Final Payment Application.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interests of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use of, nor infringe, any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 8. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the 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 any 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 the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, and the officers, supervisors, agents, staff, and representatives of the foregoing shall be named as additional insured parties. 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. At no time shall Contractor be without insurance in the above amounts. Contractor shall, without interruption, maintain insurance for professional liability for errors and omissions for at least five (5) years after the completion or termination of this Agreement.

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.

**SECTION 9. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**SECTION 10. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety

precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 11. 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 actual damages 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.

**SECTION 12. ENFORCEMENT OF AGREEMENT.** In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 13. 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 the Contractor.

**SECTION 14. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 15. 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 Contractor:** Randy Suggs Landscaping, Inc.  
93403 Rock Springs Road  
Apopka, Florida 32712  
Attn: Colte Suggs

**B. 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

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 the Contractor may deliver Notice on behalf of the District and the 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.

**SECTION 16. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 17. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the 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 the 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 the Contractor and their respective representatives, successors, and assigns.

**SECTION 18. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 19. APPLICABLE 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.

**SECTION 20. 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.
- 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, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 21. TERM.** This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Services set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to Section 21 below.

**SECTION 22. CANCELLATION.** The District shall have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement. The District's liability upon cancellation or termination of this Agreement shall be limited to paying for the reasonable value of labor and materials physically incorporated into the Services up to the effective date of cancellation, along with the value of materials specifically fabricated by Contractor for the Services up to the date the notice of cancellation or termination was given, though not incorporated in the Services, but not reasonably usable elsewhere, less payments already made to Contractor, as Contractor's sole means of recovery for cancellation.

**SECTION 23. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 24. PUBLIC RECORDS.** Contractor understands and agrees that all documents or on-line content 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, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 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 the contract, 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.**

**SECTION 25. 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.

**SECTION 26. 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.

**SECTION 27. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

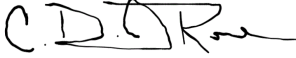
**SECTION 28. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this *Landscape and Irrigation Installation Agreement* on the day and year first written above.

**Attest:**

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**



\_\_\_\_\_  
C. David Roane, Vice Chair



\_\_\_\_\_  
Andrew Smith, Chair

**Witness**

**RANDY SUGGS LANDSCAPING,  
INC.**



\_\_\_\_\_  
Carol Suggs, President

By: 

\_\_\_\_\_  
Print Name: Brandon Colte Suggs

Title: CFO/COO

**Composite Exhibit A:** Proposals  
**Exhibit B:** Form of Change Order

**COMPOSITE EXHIBIT A  
(Proposal)**

**PROPOSAL  
CONSTRUCTION SERVICES FOR SHEARWATER PHASE 3A LANDSCAPE  
ST. JOHNS COUNTY, FLORIDA**

TO: TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

FROM:

Randy Suggs Landscaping, Inc.

In response to your Request for Proposals, the undersigned hereby submits our Proposal for construction of the certain improvements identified above. This Proposal has been prepared and submitted subject to the conditions and requirements set forth by the Project Manual. All of the aforementioned documents, so far as they relate to this Proposal, are made a part hereof. The undersigned (Contractor) herewith proposes to perform the work stipulated for the unit and/or lump sum and unit prices given by the Summary of Costs, that is a part hereof. **The Contractor shall not place any qualifications or conditions upon its Proposal.**

The undersigned has carefully checked the Summary of Costs against the Project Manual including but not limited to the Plans and Specifications and all Addenda, before submitting this Proposal and accepts them as correctly listing the complete work to be done in accordance with the Project Manual including, but not limited to Plans and Specifications and all Addenda.

The undersigned Proposer has examined the entire Project Manual including, but not limited to the Plans and Specifications and all Addenda, and is acquainted with and fully understands the extent and character of the Work covered by this Proposal and the specified requirements for the Work. Further, the Proposer has examined the work site and is fully informed as to conditions at this site.

The undersigned Proposer certifies that no officer or agent of Owner is directly or indirectly interested in this Proposal.

The undersigned Proposer states that this Proposal is made in conformity with the Contract Documents, and agrees that in case of any discrepancy or differences between any condition of his or her Proposal and those of the Contract Documents, the provisions of the latter shall prevail. The undersigned Proposer certifies that he or she has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless Owner against any cost, damage or expense which may be incurred or caused by error in his or her preparation of the same.

**SUMMARY OF COSTS AND PROVISION OF SCHEDULE  
CONSTRUCTION SERVICES FOR SHEARWATER PHASE 3A LANDSCAPE  
ST. JOHNS COUNTY, FLORIDA**

**SECTION 1. PRICING.**

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances **as outlined in the attached Bid Form (to be prepared and completed by Proposer)** for the total lump sum of:

six hundred ninety-four thousand eight hundred  
thirty-five dollars and fifty cents (In Words).  
\$ 694,835.50 (In Figures).

Note: This lump sum amount must match the extended total price on the Proposer-provided Bid Form which shall provide detailed quantities, associated unit costs, and line item costs (extended to provide for total cost). In addition to providing a hard copy of this Bid Form, **this information must be submitted electronically by the Proposer in Excel format.** Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals.

Please be advised that the Contractor awarded the Project will be required to provide certain cost tracking analyses along with its draw requests as may be required by Owner.

**SECTION 2. SCHEDULE.**

Contractor shall submit along with this Proposal a detailed project schedule illustrated in the form of a Gantt Chart (**MICROSOFT PROJECT PREFERRED**). This chart shall include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed<sup>1</sup>, the achievement of Substantial Completion and the application for Final Payment. The number of days occurring between the issuance of the Notice to Proceed and the

achievement of Substantial Completion is: One hundred and twenty (in words) 120 (in figures). The Owner reserves the right to waive any informalities or to reject any and all proposals.

This proposal made by and on behalf of: Trandy Suggs Landscaping

Proposer Signature: [Signature] Date: 28 Apr 21

Address: 3403 Rock Springs Rd. Apopka, FL 32712

By: [Signature]

Print Name: Brandon Cole Suggs

<sup>1</sup> Contractor shall assume for purposes of schedule estimation that Owner will issue the Notice to Proceed on May 20, 2021, with a Construction Start date of September 20, 2021. Please note that this date is being provided for estimation purposes ONLY; Owner ultimately reserves the right to advance or delay the issuance of the Notice to Proceed should circumstances warrant.

**BID FORM**  
**CONSTRUCTION SERVICES FOR SHEARWATER PHASE 3A LANDSCAPE**  
**ST. JOHNS COUNTY, FLORIDA**

**THE PROJECT AND THE PARTIES**

**1.01 TO:** Trout Creek Community Development District

**1.02 FOR:** Shearwater Phase 3A Landscape

**1.02 DATE:** 20 Apr 21 (PROPOSER TO ENTER DATE)

**1.03 SUBMITTED BY:** (PROPOSER TO ENTER NAME AND ADDRESS)

- A. Proposer's Full Name Bandy Suggs Landscaping, Inc.
- B. Address 3103 Rock Springs Rd.
- C. City, State, Zip Apopka, FL 32712

**1.04 OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Proposers and the Contract Documents for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

six hundred twenty-four thousand eight hundred sixty-five Dollars and fifty cents

(\$ 624,835.50 ), in lawful money of the United States of America.

- B. omitted
- C. All applicable federal taxes are included and State of Florida taxes are included in the Bid Sum.

**1.05 ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for 90 days from the proposal opening date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
  2. Commence work within seven days after written Notice to Proceed of this bid.

**1.06 CONTRACT TIME**

- A. If this Bid is accepted, we will:  
Complete the Work in 105 calendar days from Notice to Proceed. (Proposer to enter days).

**1.07 UNIT PRICES**

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices: PROVIDE FULL UNIT PRICES IN SCHEDULE OF VALUES

**1.08 ALLOWANCES**

A. The following is a list of Allowances for inclusion in the Total Price:

NONE

**1.09 SCHEDULE OF VALUES**

A. Provide the cost breakdown for the following items. (Proposer to enter value.) This schedule is an integral part of the Bid Form and no spaces shall be left blank. If an item is not applicable, please add the notation N/A.

**NOTE –COMPLETED SCHEDULE OF VALUES IN EXCEL FORMAT MUST ACCOMPANY PROPOSAL WITH SUMMARY VALUES INCLUDED ON THESE PAGES.**

Shearwater Landscape

General Conditions

- 1. General Conditions Value \$ mc.
- 2. Mobilization Value \$ mc.
- 3. Contractor's Fee Value \$ mc.
- 4. P & P Bond (N/A) Value \$ N/A

Trees

- 5. Trees Total Value \$ 211,040

Shrubs / Groundcovers / Vines Grasses

- 6. Shrubs Total Value \$ 49,162.50
- 7. Groundcovers /Vines/Grasses Total Value \$ 43,405

Turf / Mulch

- 8. Turf / Mulch Total Value \$ 125,000

Irrigation

- 9. Irrigation Total Value \$ 229,075

Other

- 10. Other (include total value of items not listed above and describe in the space below) Value \$ 27,085

Root Barrier, per specs

---

---

11. **Total**  
(Shall equal the Proposer's Offer in Article 1.05 of the Bid Form)

\$ 694,835.50  
Phase 1

**1.10 ALTERNATES**

A. The following is a list of Alternates referenced on the drawings and/or in Specifications, Section 012300 - ALTERNATES. Amounts shall be added to or deducted from the bid amount.

1. NONE

(ADD) (DEDUCT) \$ 242,213.50  
Phase 2

**1.11 CHANGES TO THE WORK**

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

1. 15 percent overhead and profit on the net cost of our own Work;
2. 5 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 15 of the overhead and profit percentage noted above.

**1.12 ADDENDA**

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 Dated 9 Apr 21
2. Addendum # 2 Dated 20 Apr 21
3. Addendum # 3 Dated 21 Apr 21
4. Addendum # 4 Dated 22 Apr 22
5. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**1.13 BID FORM SIGNATURE(S)**

A. The Corporate Seal of Bandy Suggs Landscaping, Inc.  
(Proposer - print the full name of your firm)

B. was hereunto affixed in the presence of:  
Bandy Suggs, CEO/COO  
(Authorized signing officer, Title)

(Seal) Carol A. Suggs President

C. (Authorized signing officer, Title)

**1.14 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

**END OF BID FORM**

**PLANS AND SPECIFICATIONS**

- 1) **2019\_01\_14\_SHEARWATER PHASE 3A LS-BID.PDF**
- 2) **TRCCDD SWPH3AC LS SCHEDULE OF VALUES.XLSX**

**NOTE: LANDSCAPE ARCHITECT QUANTITIES SHOWN ON SCHEDULE OF VALUES AS INFORMATION ONLY. CONTRACTOR TO CONFIRM CONTRACTOR'S QUANTITIES AND UNIT PRICING ON SCHEDULE OF VALUES.**



## Randy Suggs, Inc.

P.O. Box 1141  
Apopka FL 32704  
407-886-8835

www.randysuggsinc.com

# PROPOSAL

Date	Estimate #
8/8/2021	EST10179

Customer:Project

Shearwater Phase3A

### Bill To

Trout Creek CDD  
2806 N. 5th Street  
Suite 403  
St. Augustine FL 32084

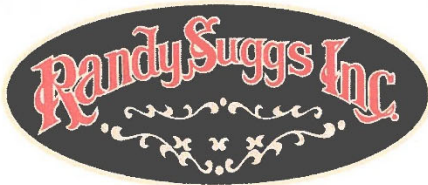
### Project

Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
			PHASE 1 OF 3A		
			PROPOSAL ADDENDUM #1		
			***Shrubs***		
LS: Shrub Installation	CSG	-271	Camellia Sasanque; 'Magic Carpet' 3 gal., 18 X 18	22.50	-6,097.50
LS: Shrub Installation		271	Substitute 3 Gal Kanjiro Camellia	19.50	5,284.50
LS: Shrub Installation	HST	-236	Hydrangea; 'Tuff Stuff Red' 3 gal., 12 x 18	18.00	-4,248.00
LS: Shrub Installation		236	Substitute 3 Gal Nikko Blue Hydrangea	17.50	4,130.00
LS: Shrub Installation	RLD	-31	Lee's Dark Purple Azalea; 3 gal., 24 x 24	12.00	-372.00
LS: Shrub Installation		31	Substitute 3 Gal Lavender Formosa Azalea	10.00	310.00
Subtotal					-993.00
			***Root Barrier***		
LS: Hardscape Installation		-169	Root Barrier Segments Per Plans & Specs	165.00	-27,885.00
Subtotal					-27,885.00
			***Bond***		
LS: Misc. Services		1	P&P Bond	33,350.00	33,350.00
Subtotal					33,350.00
			New Phase 3A1 Contract Total: \$699,307.50		
			Total		\$4,472.00

Signature: \_\_\_\_\_

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



**Randy Suggs, Inc.**

P.O. Box 1141  
 Apopka FL 32704  
 407-886-8835

www.randysuggsinc.com

# PROPOSAL

Date	Estimate #
4/28/2021	EST10148

Customer:Project
Shearwater Phase3A

<b>Bill To</b>
Trout Creek CDD 2806 N. 5th Street Suite 403 St. Augustine FL 32084

<b>Project</b>
Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
			PHASE 1 OF 3A		
			***Trees***		
LS: Tree Installation	AR3	5	Red Maple; 3" cal., 14-16' x 6-8'	510.00	2,550.00
LS: Tree Installation	CC1	3	Red Cluster Bottlebrush; MT; 8' x 6'	235.00	705.00
LS: Tree Installation	IA3	2	'East Palatka' Holly; 3" Cal; 10-12' x 4'	425.00	850.00
LS: Tree Installation	IN3	3	'Nellie Stevens' Holly; 65 Gal; 3" Cal; 8-10' x 5-6'	340.00	1,020.00
LS: Tree Installation	JS4	27	Southern Red Cedar; 4" Cal; 12-14' x 4-6'	500.00	13,500.00
LS: Tree Installation	LJ2	16	Tree Ligustrum; 8' x 8'	340.00	5,440.00
LS: Tree Installation	LN3	14	'Natchez' Crape Myrtle; MT; 12-14' x 6'	380.00	5,320.00
LS: Tree Installation	MC1	12	Wax Myrtle; 8' x 8'	240.00	2,880.00
LS: Tree Installation	MG3	2	'D.D. Blanchard' Magnolia; 65 Gal; 3" Cal; 10-12' x 4-6'	510.00	1,020.00
LS: Tree Installation	MG4	1	'D.D. Blanchard' Magnolia; 65 Gal; 4" Cal; 12-14' x 5-7'	750.00	750.00
LS: Tree Installation	MG5	12	'D.D. Blanchard' Magnolia; 5" Cal; 16-18' x 8'	1,200.00	14,400.00
LS: Tree Installation	PE2	17	Slash Pine; 2" cal., 10-12' x 3-4' spr., B&B	110.00	1,870.00
LS: Tree Installation	PE3	21	Slash Pine; 3" cal., 12-14' x 4' spr., B&B	245.00	5,145.00
LS: Tree Installation	PE5	19	Slash Pine; 5" cal., 16-18' x 6-7' spr., B&B	340.00	6,460.00
LS: Tree Installation	QV3	0	Live Oak; 3" cal., 14-16' x 6-8' spr., B&B	425.00	0.00
LS: Tree Installation	QV4	0	Live Oak; 4" cal., 16-18' x 6-7' spr., B&B	650.00	0.00
LS: Tree Installation	QV5	130	Live Oak; 5" cal., 18-20' x 8-10' spr., B&B	1,100.00	143,000.00
LS: Tree Installation	QV8	1	Live Oak; 8" cal., 24-26' x 10-14' spr., B&B	3,400.00	3,400.00
LS: Tree Installation	TD3	26	Bald Cypress; 3" cal., 10-12' x 3-5' spr., B&B	295.00	7,670.00
LS: Tree Installation	TD4	3	Bald Cypress; 4" cal., 12-14' x 5-6' spr., B&B	425.00	1,275.00
LS: Tree Installation	TD5	3	Bald Cypress; 5" cal., 16-18' x 5-6' spr., B&B	595.00	1,785.00
Subtotal					219,040.00
			***Shrubs***		
LS: Shrub Installation	BPC	56	Dwarf Yesterday, Today and Tomorrow; 3 gal., 20-24" ht	12.00	672.00
LS: Shrub Installation	CSG	271	Camellia Sasanque; 'Magic Carpet' 3 gal., 18 X 18	22.50	6,097.50
LS: Shrub Installation	CXA	0	Camellia X 'Autumn Spirit' 3 gal., 24 x 24	19.50	0.00
LS: Shrub Installation	HST	236	Hydrangea; 'Tuff Stuff Red' 3 gal., 12 x 18	18.00	4,248.00
LS: Shrub Installation	IVN	880	Dwarf Yaupon Holly 'Nana' 3 gal., 16 x 16	9.00	7,920.00
LS: Shrub Installation	MCE	25	Wax Myrtle; 3 gal., 24 x 18	9.00	225.00
LS: Shrub Installation	PMA	41	Podocarpus Macrophyllus; 15 gal., 42 x 30	85.00	3,485.00
LS: Shrub Installation	PXX	12	Philodendron; 'Xanadu' 3 gal., 18-24" ht	12.00	144.00

Signature: \_\_\_\_\_

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



**Randy Suggs, Inc.**  
 P.O. Box 1141  
 Apopka FL 32704  
 407-886-8835  
 www.randysuggsinc.com

# PROPOSAL

Date	Estimate #
4/28/2021	EST10148

Customer:Project
Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
LS: Shrub Installation	RCO	466	Autumn Twist Azalea; 3 gal., 18 x 18	19.00	8,854.00
LS: Shrub Installation	RFO	49	Formosa Azalea; 3 gal., 18 x 18	9.00	441.00
LS: Shrub Installation	RIL	0	Little John Azalea; 3 gal., 20 x 20	12.50	0.00
LS: Shrub Installation	RKN	756	DBL Flower Red Knockout Rose; 3 gal., 16 x 16	16.50	12,474.00
LS: Shrub Installation	RLD	31	Lee's Dark Purple Azalea; 3 gal., 24 x 24	12.00	372.00
LS: Shrub Installation	RXN	0	Rosa X 'NOA97400A' flower carpet amber groundcover rose; 3 gal., 18 x 18	16.50	0.00
LS: Shrub Installation	VOD	470	Sweet Viburnum; 3 gal., 24 x 18	9.00	4,230.00
Subtotal					49,162.50
***Groundcover***					
LS: Groundcover	AAF	1,114	Lily of the Nile; 1 gal., full	5.00	5,570.00
LS: Groundcover	DTV	2,743	Flax Lily; 1 gal., 14-18" ht.,	5.00	13,715.00
LS: Groundcover	MCA	850	Muhly Grass; 1 gal., 8-10" ht.,	5.00	4,250.00
LS: Groundcover	SBA	1,522	Sand Cord Grass; 1 gal., 12 x 14	5.00	7,610.00
LS: Groundcover	TAS	558	Star Jasmine; 1 gal., 12-15" spread., min. 3 runners.,	5.00	2,790.00
LS: Groundcover	TFL	292	Dwarf Fakahatchee Grass; 1 gal., full	5.00	1,460.00
LS: Groundcover	TJC	1,602	Confederate Jasmine; 1 gal., full min. 3 runners.,	5.00	8,010.00
Subtotal					43,405.00
***Sod & Mulch***					
LS: Sod	SODA	226,250	Installation of Floratam Sod, per square foot	0.45	101,812.50
LS: Sod	SODC	20,000	Installation of Bahia Sod, per square foot	0.30	6,000.00
LS: Straw	STRAW	2,747	Installation of Straw, per bale	6.50	17,855.50
Subtotal					125,668.00
***Root Barrier***					
LS: Hardscape Installation		169	Root Barrier Segments Per Plans & Specs	165.00	27,885.00
Subtotal					27,885.00
***Irrigation***					
LS: Irrigation Installation		1	Installation of Irrigation System	229,675.00	229,675.00
Per Addendum #3, no bid nor P&P Bond is required on this project. As such, NO bond is included in this proposal. NO weed barrier is included in this proposal. NO bond is included in this proposal. NO grading is included in this proposal except for final fine grading. Grade shall be provided within 1/10 weed and debris free by OTHERS. We require monthly spray reports on this project for a full warranty. NO soil amendments are included in this proposal. RSL is not responsible for the re-staking or replacement of any trees or shrubs that have been damaged by natural causes, such as- but not limited					



**Randy Suggs, Inc.**  
 P.O. Box 1141  
 Apopka FL 32704  
 407-886-8835  
 www.randysuggsinc.com

# PROPOSAL

Date	Estimate #
4/28/2021	EST10148

Customer:Project
Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
			to- high winds, hurricanes, and tornadoes; acts of vandalism or theft; and negligence due to owner or OTHERS actions. All sleeving to be installed by OTHERS per plan. Tree staking kits ARE included in this proposal. Prices, ESPECIALLY IRRIGATION PRICES, CANNOT be held for more than 90 days due to extreme price fluctuations seen recently. Any portion of the project scheduled more than 90 days out- such as Phase 2- must be re-evaluated at the time of install.		
				Total	\$694,835.50



**Randy Suggs, Inc.**

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 407-886-8835

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# PROPOSAL

Date	Estimate #
4/28/2021	EST10147

Customer: Project
Shearwater Phase3A

<b>Bill To</b>
Trout Creek CDD 2806 N. 5th Street Suite 403 St. Augustine FL 32084

<b>Project</b>
Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
PHASE 2 OF 3A					
***Trees***					
LS: Tree Installation	AR3	0	Red Maple; 3" cal., 14-16' x 6-8'	510.00	0.00
LS: Tree Installation	CC1	3	Red Cluster Bottlebrush; MT; 8' x 6'	235.00	705.00
LS: Tree Installation	IA3	2	'East Palatka' Holly; 3" Cal; 10-12' x 4'	425.00	850.00
LS: Tree Installation	IN3	6	'Nellie Stevens' Holly; 65 Gal; 3" Cal; 8-10' x 5-6'	340.00	2,040.00
LS: Tree Installation	JS4	20	Southern Red Cedar; 4" Cal; 12-14' x 4-6'	500.00	10,000.00
LS: Tree Installation	LJ2	0	Tree Ligustrum; 8' x 8'	340.00	0.00
LS: Tree Installation	LN3	5	'Natchez' Crape Myrtle; MT; 12-14' x 6'	380.00	1,900.00
LS: Tree Installation	MC1	0	Wax Myrtle; 8' x 8'	240.00	0.00
LS: Tree Installation	MG3	6	'D.D. Blanchard' Magnolia; 65 Gal; 3" Cal; 10-12' x 4-6'	510.00	3,060.00
LS: Tree Installation	MG4	0	'D.D. Blanchard' Magnolia; 65 Gal; 4" Cal; 12-14' x 5-7'	750.00	0.00
LS: Tree Installation	MG5	12	'D.D. Blanchard' Magnolia; 5" Cal; 16-18' x 8'	1,200.00	14,400.00
LS: Tree Installation	PE2	45	Slash Pine; 2" cal., 10-12' x 3-4' spr., B&B	110.00	4,950.00
LS: Tree Installation	PE3	22	Slash Pine; 3" cal., 12-14' x 4' spr., B&B	245.00	5,390.00
LS: Tree Installation	PE5	30	Slash Pine; 5" cal., 16-18' x 6-7' spr., B&B	340.00	10,200.00
LS: Tree Installation	QV3	10	Live Oak, 3" cal., 14-16' x 6-8' spr., B&B	425.00	4,250.00
LS: Tree Installation	QV4	1	Live Oak; 4" cal., 16-18' x 6-7' spr., B&B	650.00	650.00
LS: Tree Installation	QV5	11	Live Oak; 5" cal., 18-20' x 8-10' spr., B&B	1,100.00	12,100.00
LS: Tree Installation	QV8	0	Live Oak; 8" cal., 24-26' x 10-14' spr., B&B	3,400.00	0.00
LS: Tree Installation	TD3	8	Bald Cypress; 3" cal., 10-12' x 3-5' spr., B&B	295.00	2,360.00
LS: Tree Installation	TD4	1	Bald Cypress; 4" cal., 12-14' x 5-6' spr., B&B	425.00	425.00
LS: Tree Installation	TD5	2	Bald Cypress; 5" cal., 16-18' x 5-6' spr., B&B	595.00	1,190.00
Subtotal					74,470.00
***Shrubs***					
LS: Shrub Installation	BPC	0	Dwarf Yesterday, Today and Tomorrow; 3 gal., 20-24" ht	12.00	0.00
LS: Shrub Installation	CSG	225	Camellia Sasanque; 'Magic Carpet' 3 gal., 18 X 18	22.50	5,062.50
LS: Shrub Installation	CXA	31	Camellia X 'Autumn Spirit' 3 gal., 24 x 24	19.50	604.50
LS: Shrub Installation	HST	0	Hydrangea; 'Tuff Stuff Red' 3 gal., 12 x 18	18.00	0.00
LS: Shrub Installation	IVN	409	Dwarf Yaupon Holly 'Nana' 3 gal., 16 x 16	9.00	3,681.00
LS: Shrub Installation	MCE	25	Wax Myrtle; 3 gal., 24 x 18	9.00	225.00
LS: Shrub Installation	PMA	0	Podocarpus Macrophyllus; 15 gal., 42 x 30	85.00	0.00
LS: Shrub Installation	PXX	14	Philodendron; 'Xanadu' 3 gal., 18-24" ht	12.00	168.00

Signature: \_\_\_\_\_

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



## Randy Suggs, Inc.

P.O. Box 1141  
Apopka FL 32704  
407-886-8835

www.randysuggsinc.com

# PROPOSAL

Date	Estimate #
4/28/2021	EST10147

Customer:Project

Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
LS: Shrub Installation	RCO	102	Autumn Twist Azalea; 3 gal., 18 x 18	19.00	1,938.00
LS: Shrub Installation	RFO	73	Formosa Azalea; 3 gal., 18 x 18	9.00	657.00
LS: Shrub Installation	RIL	18	Little John Azalea; 3 gal., 20 x 20	12.50	225.00
LS: Shrub Installation	RKN	303	DBL Flower Red Knockout Rose; 3 gal., 16 x 16	16.50	4,999.50
LS: Shrub Installation	RLD	21	Lee's Dark Purple Azalea; 3 gal., 24 x 24	12.00	252.00
LS: Shrub Installation	RXN	169	Rosa X 'NOA97400A' flower carpet amber groundcover rose; 3 gal., 18 x 18	16.50	2,788.50
LS: Shrub Installation	VOD	305	Sweet Viburnum; 3 gal., 24 x 18	9.00	2,745.00
Subtotal					23,346.00
***Groundcover***					
LS: Groundcover	AAF	697	Lily of the Nile; 1 gal., full	5.00	3,485.00
LS: Groundcover	DTV	211	Flax Lily; 1 gal., 14-18" ht.,	5.00	1,055.00
LS: Groundcover	MCA	317	Muhly Grass; 1 gal., 8-10" ht.,	5.00	1,585.00
LS: Groundcover	SBA	1,025	Sand Cord Grass; 1 gal., 12 x 14	5.00	5,125.00
LS: Groundcover	TAS	134	Star Jasmine; 1 gal., 12-15" spread., min. 3 runners.,	5.00	670.00
LS: Groundcover	TFL	75	Dwarf Fakahatchee Grass; 1 gal., full	5.00	375.00
LS: Groundcover	TJC	302	Confederate Jasmine; 1 gal., full min. 3 runners.,	5.00	1,510.00
Subtotal					13,805.00
***Sod & Mulch***					
LS: Sod	SODA	75,750	Installation of Floratam Sod, per square foot	0.45	34,087.50
LS: Sod	SODC	0	Installation of Bahia Sod, per square foot	0.30	0.00
LS: Straw	STRAW	1,430	Installation of Straw, per bale	6.50	9,295.00
Subtotal					43,382.50
***Root Barrier***					
LS: Hardscape Installation		24	Root Barrier Segments	165.00	3,960.00
Subtotal			Per Plans & Specs		3,960.00
***Irrigation***					
LS: Irrigation Installation		1	Installation of Irrigation System	83,250.00	83,250.00
<p>Per Addendum #3, no bid nor P&amp;P Bond is required on this project. As such, NO bond is included in this proposal.</p> <p>NO weed barrier is included in this proposal.</p> <p>NO bond is included in this proposal.</p> <p>NO grading is included in this proposal except for final fine grading.</p> <p>Grade shall be provided within 1/10 weed and debris free by OTHERS.</p> <p>We require monthly spray reports on this project for a full warranty.</p> <p>NO soil amendments are included in this proposal.</p> <p>RSL is not responsible for the re-staking or replacement of any trees or shrubs that have been damaged by natural causes, such as- but not limited</p>					



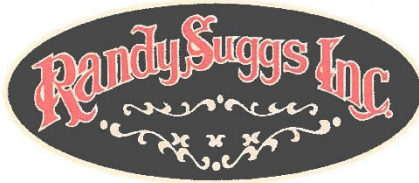
**Randy Suggs, Inc.**  
 P.O. Box 1141  
 Apopka FL 32704  
 407-886-8835  
 www.randysuggsinc.com

# PROPOSAL

Date	Estimate #
4/28/2021	EST10147

Customer:Project
Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
			to- high winds, hurricanes, and tornadoes; acts of vandalism or theft; and negligence due to owner or OTHERS actions. All sleeving to be installed by OTHERS per plan. Tree staking kits ARE included in this proposal. Prices, ESPECIALLY IRRIGATION PRICES, CANNOT be held for more than 90 days due to extreme price fluctuations seen recently. Any portion of the project scheduled more than 90 days out- such as Phase 2- must be re-evaluated at the time of install.		
				Total	\$242,213.50



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# PROPOSAL

Date	Estimate #
4/20/2021	EST10142

Customer: Project
Shearwater Phase3A

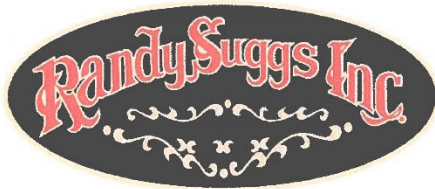
<b>Bill To</b>
Trout Creek CDD 2806 N. 5th Street Suite 403 St. Augustine FL 32084

<b>Project</b>
Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
ALL PHASES OF 3A					
***Trees***					
LS: Tree Installation	AR3	5	Red Maple; 3" cal., 14-16' x 6-8'	510.00	2,550.00
LS: Tree Installation	CC1	6	Red Cluster Bottlebrush; MT; 8' x 6'	235.00	1,410.00
LS: Tree Installation	IA3	4	'East Palatka' Holly; 3" Cal; 10-12' x 4'	425.00	1,700.00
LS: Tree Installation	IN3	9	'Nellie Stevens' Holly; 65 Gal; 3" Cal; 8-10' x 5-6'	340.00	3,060.00
LS: Tree Installation	JS4	47	Southern Red Cedar; 4" Cal; 12-14' x 4-6'	500.00	23,500.00
LS: Tree Installation	LJ2	16	Tree Ligustrum; 8' x 8'	340.00	5,440.00
LS: Tree Installation	LN3	19	'Natchez' Crape Myrtle; MT; 12-14' x 6'	380.00	7,220.00
LS: Tree Installation	MC1	12	Wax Myrtle; 8' x 8'	240.00	2,880.00
LS: Tree Installation	MG3	8	'D.D. Blanchard' Magnolia; 65 Gal; 3" Cal; 10-12' x 4-6'	510.00	4,080.00
LS: Tree Installation	MG4	1	'D.D. Blanchard' Magnolia; 65 Gal; 4" Cal; 12-14' x 5-7'	750.00	750.00
LS: Tree Installation	MG5	24	'D.D. Blanchard' Magnolia; 5" Cal; 16-18' x 8'	1,200.00	28,800.00
LS: Tree Installation	PE2	62	Slash Pine; 2" cal., 10-12' x 3-4' spr., B&B	110.00	6,820.00
LS: Tree Installation	PE3	43	Slash Pine; 3" cal., 12-14' x 4' spr., B&B	245.00	10,535.00
LS: Tree Installation	PE5	49	Slash Pine; 5" cal., 16-18' x 6-7' spr., B&B	340.00	16,660.00
LS: Tree Installation	QV3	10	Live Oak, 3" cal., 14-16' x 6-8' spr., B&B	425.00	4,250.00
LS: Tree Installation	QV4	1	Live Oak; 4" cal., 16-18' x 6-7' spr., B&B	650.00	650.00
LS: Tree Installation	QV5	141	Live Oak; 5" cal., 18-20' x 8-10' spr., B&B	1,100.00	155,100.00
LS: Tree Installation	QV8	1	Live Oak; 8" cal., 24-26' x 10-14' spr., B&B	3,400.00	3,400.00
LS: Tree Installation	TD3	34	Bald Cypress; 3" cal., 10-12' x 3-5' spr., B&B	295.00	10,030.00
LS: Tree Installation	TD4	4	Bald Cypress; 4" cal., 12-14' x 5-6' spr., B&B	425.00	1,700.00
LS: Tree Installation	TD5	5	Bald Cypress; 5" cal., 16-18' x 5-6' spr., B&B	595.00	2,975.00
Subtotal					293,510.00
***Shrubs***					
LS: Shrub Installation	BPC	56	Dwarf Yesterday, Today and Tomorrow; 3 gal., 20-24" ht	12.00	672.00
LS: Shrub Installation	CSG	496	Camellia Sasanque; 'Magic Carpet' 3 gal., 18 X 18	22.50	11,160.00
LS: Shrub Installation	CXA	31	Camellia X 'Autumn Spirit' 3 gal., 24 x 24	19.50	604.50
LS: Shrub Installation	HST	236	Hydrangea; 'Tuff Stuff Red' 3 gal., 12 x 18	18.00	4,248.00
LS: Shrub Installation	IVN	1,289	Dwarf Yaupon Holly 'Nana' 3 gal., 16 x 16	9.00	11,601.00
LS: Shrub Installation	MCE	50	Wax Myrtle; 3 gal., 24 x 18	9.00	450.00
LS: Shrub Installation	PMA	41	Podocarpus Macrophyllus; 15 gal., 42 x 30	85.00	3,485.00
LS: Shrub Installation	PXX	26	Philodendron; 'Xanadu' 3 gal., 18-24" ht	12.00	312.00

Signature: \_\_\_\_\_

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



## Randy Suggs, Inc.

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# PROPOSAL

Date	Estimate #
4/20/2021	EST10142

Customer:Project

Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
LS: Shrub Installation	RCO	568	Autumn Twist Azalea; 3 gal., 18 x 18	19.00	10,792.00
LS: Shrub Installation	RFO	122	Formosa Azalea; 3 gal., 18 x 18	9.00	1,098.00
LS: Shrub Installation	RIL	18	Little John Azalea; 3 gal., 20 x 20	12.50	225.00
LS: Shrub Installation	RKN	1,059	DBL Flower Red Knockout Rose; 3 gal., 16 x 16	16.50	17,473.50
LS: Shrub Installation	RLD	52	Lee's Dark Purple Azalea; 3 gal., 24 x 24	12.00	624.00
LS: Shrub Installation	RXN	169	Rosa X 'NOA97400A' flower carpet amber groundcover rose; 3 gal., 18 x 18	16.50	2,788.50
LS: Shrub Installation	VOD	775	Sweet Viburnum; 3 gal., 24 x 18	9.00	6,975.00
Subtotal					72,508.50
***Groundcover***					
LS: Groundcover	AAF	1,811	Lily of the Nile; 1 gal., full	5.00	9,055.00
LS: Groundcover	DTV	2,954	Flax Lily; 1 gal., 14-18" ht.,	5.00	14,770.00
LS: Groundcover	MCA	1,167	Muhly Grass; 1 gal., 8-10" ht.,	5.00	5,835.00
LS: Groundcover	SBA	2,547	Sand Cord Grass; 1 gal., 12 x 14	5.00	12,735.00
LS: Groundcover	TAS	692	Star Jasmine; 1 gal., 12-15" spread., min. 3 runners.,	5.00	3,460.00
LS: Groundcover	TFL	367	Dwarf Fakahatchee Grass; 1 gal., full	5.00	1,835.00
LS: Groundcover	TJC	1,904	Confederate Jasmine; 1 gal., full min. 3 runners.,	5.00	9,520.00
Subtotal					57,210.00
***Sod & Mulch***					
LS: Sod	SODA	302,000	Installation of Floratam Sod, per square foot	0.45	135,900.00
LS: Sod	SODC	20,000	Installation of Bahia Sod, per square foot	0.30	6,000.00
LS: Straw	STRAW	4,177	Installation of Straw, per bale	6.50	27,150.50
Subtotal					169,050.50
***Root Barrier***					
LS: Hardscape Installation		193	Root Barrier Segments	165.00	31,845.00
Subtotal			Per Plans & Specs		31,845.00
***Irrigation***					
LS: Irrigation Installation		1	Installation of Irrigation System	312,925.00	312,925.00
<p>Per Addendum #3, no bid nor P&amp;P Bond is required on this project. As such, NO bond is included in this proposal.            NO weed barrier is included in this proposal.            NO bond is included in this proposal.            NO grading is included in this proposal except for final fine grading.            Grade shall be provided within 1/10 weed and debris free by OTHERS.            We require monthly spray reports on this project for a full warranty.            NO soil amendments are included in this proposal.            RSL is not responsible for the re-staking or replacement of any trees or shrubs that have been damaged by natural causes, such as- but not limited</p>					



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# PROPOSAL

Date	Estimate #
4/20/2021	EST10142

Customer:Project
Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
			to- high winds, hurricanes, and tornadoes; acts of vandalism or theft; and negligence due to owner or OTHERS actions. All sleeving to be installed by OTHERS per plan. Tree staking kits ARE included in this proposal. Prices, ESPECIALLY IRRIGATION PRICES, CANNOT be held for more than 90 days due to extreme price fluctuations seen recently. Any portion of the project scheduled more than 90 days out- such as Phase 2- must be re-evaluated at the time of install.		
				Total	\$937,049.00

**EXHIBIT B**

**Change Order No. \_\_\_\_\_**

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	District:	District's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: \_\_\_\_\_  
 \_\_\_\_\_

Attachments: (List documents supporting change):  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
----------------------------------	----------------------------------

Original Contract Price:	Original Contract Times: Working days	Calendar days
\$	Substantial completion (days or date):	
	Ready for final payment (days or date):	

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$	Substantial completion (days):
	Ready for final payment (days):

Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$	Substantial completion (days or date):
	Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$	Substantial completion (days or date):
	Ready for final payment (days or date):

Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$	Substantial completion (days or date):
	Ready for final payment (days or date):

ACCEPTED:	ACCEPTED:
By:	By:
District (Authorized Signature)	Contractor (Authorized Signature)
Date:	Date:
	Date:

**AUDIENCE COMMENTS  
AND SUPERVISOR  
REQUESTS**

# ADJOURNMENT