



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
October 20, 2021**

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

www.troutcreekcdd.org

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

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

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

October 13, 2021

Board of Supervisors
Trout Creek Community
Development District

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **October 20, 2021** at 3:00 p.m. at the Kayak Club located at 100 Kayak Way, St. Augustine, FL 32092. The following is the tentative 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 September 15, 2021..... Tab 1
 - B. Ratification of Operations and Maintenance Expenditures for August 2021..... Tab 2
 - C. Ratification of Capital Improvements.....Tab 3
 - 1.) Account Series 2018, CUS 166-171
 - 2.) Account Series 2020, CUS 15-17
 - D. Construction Activity Report, Period Ending August 31, 2021.....Tab 4
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Construction Administrator.....Tab 5
 - 1.) Ratification of Vallencourt, Change Order #1, for 3B & 3C Civil Site Construction Services
 - 2.) Ratification of Besch & Smith, Change Order #3, for Phase 3 Civil Site Construction Services
 - D. Amenity and Maintenance
 - 1.) Discussion of Bollard Light Removal on Golf Cart Path from North Creek entrance to Pine Tree Lane
 - 2.) Consideration of Modification of Tennis Court to Accommodate Pickleball
 - E. District Manager.....Tab 6
 - 1.) Charles Aquatics Inc., Service Report: September 2021
5. **BUSINESS ITEMS**
 - A. Consideration of Resolution 2022-01, Opportunity to be Heard.....Tab 7
 - B. Consideration of Resolution 2022-02, Setting Hearing on Kayak Outpost Rental Rates.....Tab 8
Exhibit A: *Under Separate Cover*
 - C. Consideration of Kayak Outpost Policies: *Under Separate Cover*
 - D. Consideration of Extending Gym Hours: *Under Separate Cover*

E.	Ratification of VerdeGo Proposal for Landscape Maintenance Agreement for Phase 3A.....	Tab 9
F.	Ratification of Electrical Installation Services Agreement with Adkins Electric, Inc., for Phase 3A Primary Conduit System.....	Tab 10
G.	Ratification of Electrical Installation Services Agreement with Adkins Electric, Inc., for Phase 3A Street Light.....	Tab 11

6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

7. ADJOURNMENT

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

CALL TO ORDER / ROLL CALL

**AUDIENCE COMMENTS
ON AGENDA ITEMS**

BUSINESS ADMINISTRATION

Tab 1

MINUTES OF MEETING

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

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The **special** meeting of the Board of Supervisors of Trout Creek Community Development District was held on **Wednesday, September 15, 2021 at 3:00 p.m.**, at the Kayak Club located at 100 Kayak Way, St. Augustine, FL 32092. Following is the agenda for the meeting.

Present and constituting a quorum:

David Roane	Board Supervisor, Vice Chairman
Michael Gruber	Board Supervisor, Assistant Secretary
Ryan Stone	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Carol Brown	Associate District Manager, Rizzetta & Co., Inc.
Katie Buchanan	District Counsel, Hopping Green & Sams
Mike McCollum	Developer, Freehold Capital Management
Craig Copeland	Community Director, CCMS

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Roane called the meeting to order at 3:02 p.m.

SECOND ORDER OF BUSINESS

Public Comments on Agenda Items

Audience members noted concerns regarding cattails on a pond and questioned the renewal on the agenda. Other audience members had questions regarding signage, requisitions, gym equipment and lifeguards.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Special
Meeting held on August 18, 2021**

On a motion by Mr. Roane, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved Minutes of the Board of Supervisors' Special Meeting held on August 18, 2021 or Trout Creek Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of Operations and
Maintenance Expenditures for
July 2021**

On a motion by Mr. Roane, seconded by Mr. Stone, with all in favor, the Board of Supervisors' ratified the acceptance of the Operation and Maintenance Expenditures for July 2021 in the amount of \$32,633.44 for Trout Creek Community Development District.

FIFTH ORDER OF BUSINESS

**Ratification of Capital Improvement,
Account Series 2018, CUS 157-158,
CUS 159, CUS 161-165, CUS 160 and
Account Series 2020, CUS 12-14**

On a motion by Mr. Roane, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' ratified the acceptance of the Capital Improvement, Account Series 2018, CUS 157-158, CUS 159, CUS 161-165, CUS 160 and Account Series 2020, CUS 12-14 for Trout Creek Community Development District.

SIXTH ORDER OF BUSINESS

**Construction Activity Report, Period
Ending July 31, 2021**

Report presented under Tab 4 of the Agenda.

SEVENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Ms. Buchanan did not receive any additional comments regarding her proposed meeting procedure policies. She will be bringing it back for the Board to review for approval at the next meeting.
- B. District Engineer
Not present.
- C. Construction Administrator
No report.
- D. Amenity and Maintenance Reports
Mr. Copeland provided an update regarding landscape maintenance and on-going enhancements. He also updated the Board that Remy's last day is Sunday but will help part-time until they find a replacement.

Mr. Copeland reviewed a list of questions, requests and comments from residents that was received after a resident sent out a survey on social media. The Board agreed to add to the next agenda the discussion of the removal of bollards along the Golf Cart Path so residents can drive their golf cart all the way to the school, review to extend gym hours, and authorized

Mr. Copeland to work with District Engineer to discuss signage options along Shearwater Parkway to help slow traffic when children are leaving the school property.

F. District Manager

Ms. Dobbins updated the Board that due to the pandemic, large venues are not reserving spaces this far in advance. The Fiscal Year 2022 schedule will be advertised and set for the Kayak Club for all meeting dates, however, when it gets closer, staff will research different meeting location options for the May and August 2022, 6 p.m. meeting dates.

Mr. Stone also recommended for Mr. Copeland to reach out to the school, continue to build a relationship and find out if it could be a possible meeting location.

Ms. Dobbins announced the next Regular Board of Supervisors' Meeting is schedule for October 20, 2021 at 3:00 pm.

EIGHTH ORDER OF BUSINESS

Consideration of RFP for Phase 3E and 3F for Civil Site Construction Services

The Board reviewed two bids that were received from the RFP from R.B. Baker Construction and Vallencourt Construction Co., Inc. See Exhibit A. Discussion ensued.

On a motion by Mr. Roane, seconded by Mr. Stone, with all in favor, the Board of Supervisors' adopted the ranking sheet for Phase 3E and 3F for Civil Site Construction Services as presented and delegated the Chair to execute the final form of the agreement with Vallencourt Construction Co., Inc. for Trout Creek Community Development District.

NINETH ORDER OF BUSINESS

Consideration of Fiscal Year 2021-2022 District Insurance Policy

Ms. Dobbins reviewed the policy and noted the only additional property added to this policy was \$20,000 for the Outpost Amenity Contents. Additional property of the Turtle Sculpture and Kayak Launch will be added in the near future.

On a motion by Mr. Roane, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved the Fiscal Year 2021-2022 District Insurance Policy, in the amount of \$51,617.00 and directed the District Manager to enter into a finance agreement, to help District with cash flow, for Trout Creek Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Proposal for Charles Aquatic, Inc. for Aquatic Management Services Renewal

Ms. Dobbins stated that this proposal is for the same 24 ponds and includes fountain cleaning at the same current rate for three years.

Discussion ensued regarding the maintenance concern that was brought up at the beginning of the meeting. Mr. Copeland will reach out to owner and vendor and have it reviewed.

On a motion by Mr. Roane, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved the Proposal for Charles Aquatic, Inc. for Aquatic Management Services Renewal, at the current rate with a three-year term, for Trout Creek Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Proposal for Vesta Property Services Inc. for Lifeguard Services Renewal

Board reviewed and discussed pricing sheet that included a three-year lock-in rate.

On a motion by Mr. Gruber, seconded by Mr. Stone, with all in favor, the Board of Supervisors' approved the Proposal for Vesta Property Services Inc. for Lifeguard Services Renewal, as presented, with a three-year locked in rate term for Trout Creek Community Development District.

TWELFTH ORDER OF BUSINESS

AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

No supervisor comments.

Mr. Copeland updated the Board that the use of the new Outpost will be first come, first serve through the end of the calendar year. He will propose rental rates for this facility at the next meeting to then to be adopted at the December meeting.

Audience comments.

Questions regarding maintenance items at amenities, contract terms and credits for services not provided, insurance proposal, access to Shearwater Pkwy and further comments on the need for additional signage along Shearwater Pkwy to help with traffic when school is being let out.

THIRTEENTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Stone, seconded by Mr. Roane, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 4:16 p.m. for Trout Creek Community Development District.

Secretary /Assistant Secretary

Chairman / Vice Chairman

Exhibit A

Tab 2

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures Presented For Board Approval August 2021

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

The total items being presented: **\$208,006.63**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AMTEC Corp.	003392	6420-07-21	Arbitrage Rebate Calculation Series 2018	\$ 450.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003443	42844568	Rodent Service 07/21	\$ 176.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003443	43053889	Pest Control 07/21	\$ 110.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003443	43053934	Fire Ant Control 07/21	\$ 90.00
AT&T	003396	151561791 - 07/21	Acct # 151561791 - 07/21	\$ 16.05
AT&T	003396	299942543 07/21	Acct # 299942543 07/21	\$ 16.05
AT&T Communications System	003394	904 230-0008 001 0564 07/21	Monthly Telephone Service 07/21	\$ 402.76
AT&T Communications System	003395	904 230-0054 001 0562 07/21	904 230-0054 001 0562 07/21	\$ 402.76
Atlantic Companies, Inc.	003397	210217	Fire Communication Center 08/01/21-07/31/22	\$ 360.00
Atlantic Companies, Inc.	003397	210762	Fire Communication Center - 08/01/21-07/31/22	\$ 459.00
Atlantic Companies, Inc.	003397	211469	Access Cards	\$ 1,000.00
Bounce It Out Party Rentals, Inc d.b.a Bounce It Out Events	003399	081421	Endless Summer Remaining Balance	\$ 576.50
Capital Consultants Management Corporation	003400	TCD-07012021	Amenity Management Services 07/21	\$ 9,057.20

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Capital Consultants Management Corporation	003450	TCD-08012021	Amenity Management Services 08/21	\$ 7,649.20
Charles Aquatics, Inc.	003401	42048	Monthly Aquatic Management Services of 24 ponds 07/21	\$ 1,561.00
Charles Aquatics, Inc.	003451	42143	Bi-Monthly Cleaning of Fountains & Columns in Pond 1 08/21	\$ 400.00
Charles Aquatics, Inc.	003451	42286	Monthly Aquatic Management Services of 24 ponds 08/21	\$ 1,561.00
Charles David Roane	003432	DR072121	Board of Supervisors Meeting 07/21/21	\$ 200.00
Charles David Roane	003458	DR081821	Board of Supervisors Meeting 08/18/21	\$ 200.00
Cintas Corp	003402	5058458679	First Aid Safety Supplies 04/21	\$ 106.34
Cintas Corp	003402	5068149925	First Aid Safety Supplies 07/21	\$ 155.47
Construction Specialties, Inc.	003452	21645	Grill Hood Repair 03/21	\$ 701.00
CPSC, LLC dba ForeverLawn Jacksonville	003454	21	Grass Installation 07/21	\$ 9,541.99
Critter Control Operations, Inc.	003418	2213604	Monthly Pest Control - 07/21	\$ 116.00
██████████	003403	SJSO21CAD140563	Deputy Patrol 07/16/21	\$ 120.00
██████████	003453	SJSO21CAD161658	Deputy Patrol 08/13/21	\$ 240.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Revenue	003440	65-8017062725-9	Sales and Use Tax 06/21	\$ 167.24
FPL	20210/1721-1	FPL Summary 07/21	FPL Summary 07/21	\$ 7,109.22
Frank Murphy	003430	FM072121	Board of Supervisors Meeting 07/21/21	\$ 200.00
Frank Murphy	003456	FM081821	Board of Supervisors Meeting 08/18/21	\$ 200.00
Hammock Home Improvements, Inc.	003406	1423	Replace Panel With Screen	\$ 100.00
Hopping Green & Sams PA	003407	123744	General Legal Services 05/21	\$ 1,958.88
Howard Services, Inc.	003408	S-10456ADJ	AC Maintenance 07/21	\$ 3,748.00
██████████	003415	SJSO21CAD074639	Deputy Patrol 04/16/21	\$ 240.00
IPFS Corporation	003442	GAA-A60142 Pymt 11 of 11	GAA-A60142 Pymt 11 of 11	\$ 3,728.08
Jacksonville Electric Authority	20210/1721-2	9634626977 07/21	Water-Sewer Combination Services 07/21	\$ 23,606.31
██████████	003393	SJSO21CAD135240	Deputy Patrol 07/09/21	\$ 240.00
██████████	003439	SJSO21CAD156392	Deputy Patrol 08/06/21	\$ 240.00
Kenneth Baxley	003398	081421 KB	Endless Summer 08/14/21	\$ 350.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Michael T. Gruber	003427	MG072121	Board of Supervisors Meeting 07/21/21	\$ 200.00
Michael T. Gruber	003455	MG081821	Board of Supervisors Meeting 08/18/21	\$ 200.00
██████████	003409	SJSO21CAD141414	Deputy Patrol 07/17/21	\$ 120.00
██████████	003431	SJSO21CAD151215	Deputy Patrol 07/30/21	\$ 240.00
Newagetutors LLC DBA VGlobal Tech	003437	2953	Website ADA Compliance 08/21	\$ 300.00
Peoples Gas System	003444	211011457499 08/21	182 Kyak Way 08/21	\$ 36.27
Peoples Gas System	003444	221008207849 08/21	2105 Shearwater Pkwy 08/21	\$ 47.93
Poolsure	003410	131295601061	Monthly Pool Chemicals 08/21	\$ 2,350.00
Prestige Landscapes of North Florida, Inc.	003411	2039	Landscape Maintenance 05/21- 06/21	\$ 2,844.00
Prestige Landscapes of North Florida, Inc.	003411	2040	Landscape Maintenance 08/21	\$ 1,896.00
Prosser, Inc.	003412	46423	Engineering Services 06/21	\$ 840.00
Prosser, Inc.	003457	46513	Engineering Services 07/21	\$ 840.00
Rizzetta & Company, Inc.	003413	INV0000060307	District Management Fees 08/21	\$ 4,065.34

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 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	003414	INV0000007789	Email & Website Hosting Services 08/21	\$ 145.00
Roy W. Green	003405	080721	Kayak Outpost Opening 08/21	\$ 300.00
Ryan Scott Stone	003433	RS072121	Board of Supervisors Meeting 07/21/21	\$ 200.00
SouthStar Energy Services LLC dba Florida Natural Gas	003441	510378ES	Natural Gas 07/21	\$ 14.36
St. Johns County Alarm Program	003445	32500	Alarm Permit Renewal 07/21	\$ 25.00
Stephens Advertising, Inc.	003416	21014359	Swing Restoration 03/21	\$ 801.00
Swank Motion Pictures, Inc.	003417	071621	Movie Night 07/16/21	\$ 435.00
	003404	SJSO21CAD131766	Deputy Patrol 07/04/21	\$ 180.00
The Bank of New York Mellon	003426	252-2403316	Trustee Fees S2018 07/01/21-06/30/22	\$ 6,100.00
The Lovely Loo Portable Restrooms LLC	003428	091721	Portable Restroom Rental 091721	\$ 650.00
The St. Augustine Record Dept 1261	003429	0003366723-01 07/21/21	Acct#15626 Legal Advertising 07/21/21	\$ 199.24
Vak Pak Inc. Manufacturing	003419	28008	Quarterly Inspection 07/21	\$ 700.00
VerdeGo LLC	003434	4283	Landscape Maintenance Phase 2D 12/20	\$ 1,533.68

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
VerdeGo LLC	003434	4532	Landscape Maintenance Phase 2D 01/21	\$ 3,067.36
VerdeGo LLC	003434	4690	Landscape Maintenance Phase 2D 02/21	\$ 3,067.36
VerdeGo LLC	003434	4901	Landscape Maintenance Phase 2D 03/21	\$ 3,067.36
VerdeGo LLC	003434	5157	Landscape Maintenance Phase 2D 04/21	\$ 3,067.36
VerdeGo LLC	003434	5331	Landscape Maintenance Phase 2D 05/21	\$ 3,067.36
VerdeGo LLC	003434	5583	Landscape Maintenance Phase 2D 06/21	\$ 3,067.36
VerdeGo LLC	003420	5820	Tree Replacement 06/21	\$ 1,605.00
VerdeGo LLC	003420	5865B	Landscape Maintenance 07/21	\$ 24,832.44
VerdeGo LLC	003434	5866	Landscape Maintenance Phase 2D 07/21	\$ 3,067.36
VerdeGo LLC	003434	5956	Irrigation Repair 07/21	\$ 231.63
Vesta Property Services, Inc.	003421	386823	Lifeguard and Supervisor Hours 06/21	\$ 20,199.53
Vesta Property Services, Inc.	003435	387839	Lifeguard and Supervisor Hours 07/21	\$ 32,728.33
Vexacor Supply Group, LLC	003422	A-199825	Cafe Supplies 07/21	\$ 142.74

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vexacor Supply Group, LLC	003446	A-205087	Cafe Supplies 08/21	\$ 682.37
Vexacor Supply Group, LLC	003436	M203286	Cafe Supplies 08/21	\$ 150.00
Viktoryia Ahayeva dba Agaeva Photography, LLC	003391	081421	Endless Summer Photography 08/21	\$ 450.00
Village Key & Alarm, Inc.	003447	392700	Service Call 05/21	\$ 135.00
Village Key & Alarm, Inc.	003438	393120	Service Call 07/21	\$ 235.00
Village Key & Alarm, Inc.	003447	393360	Service Call 07/21	\$ 165.00
██████████	003423	SJSO21CAD145878	Deputy Patrol 07/23/21-07/24/21	\$ 240.00
Wayne Automatic Fire Sprinklers, Inc.	003448	903199	Annual Sprinkler Inspection 07/21	\$ 675.00
Wayne Automatic Fire Sprinklers, Inc.	003459	906273	Battery Replacement 08/21	\$ 626.20
Wellbeats, Inc.	003424	EPIV00000045813	WBC-PLUS Content Period 07/01/21	\$ 249.00
Wellbeats, Inc.	003449	EPIV00000047312	WBC-PLUS Content Period 08/01/21	\$ 249.00
██████████	003425	SJSO21CAD125758	Deputy Patrol 06/26/21	\$ 120.00
Report Total				<u>\$ 208,006.63</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

September 8, 2021

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

RE: Custody Account, Series 2018
Requisitions for Payment

Dear Bill:

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

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

A) All checks should be sent via UPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 166	Forever Lawn	\$6,151.00
CUS 167	Hardscape Construction	\$14,000.00
CUS 168	PBM Constructors	\$109,484.00
CUS 169	Prosser Inc.	\$13,617.23
CUS 170	Sun State Nursery & Landscaping	\$5,137.05
CUS 171	Vallencourt Construction	\$232,010.57

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):

August 20, 2021

- (A) Requisition Number: **CUS 166**
- (B) Name of Payee: **Forever Lawn**
13500 Sutton Park Drive South Suite 105
Jacksonville, FL 32224
- (C) Amount Payable: **\$6,151.00**
- (D) **Kayak Club/Outpost Playground Project**
- (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.

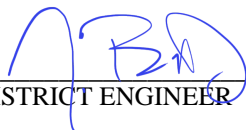
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

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):

August 20, 2021

- (A) Requisition Number: **CUS 167**
- (B) Name of Payee: **Hardscape Construction, Inc.**
- (C) Amount Payable: **\$14,000**
- (D) **Invoice # 3306 Pavers for Pool Deck**
- (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):

August 20, 2021

- (A) Requisition Number: **CUS 168**
- (B) Name of Payee: **PBM Constructors Inc**
PO Box 11089
Jacksonville, FL 32239
- (C) Amount Payable: **\$109,484.00**
- (D) **Inv C01-ODP Pump Xylem**
- (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):

August 20, 2021

- (A) Requisition Number: **CUS 169**
- (B) Name of Payee: **Prosser, Inc.**
13901 Sutton Park Drive South, Suite 200
Jacksonville, FL 32224
- (C) Amount Payable: **\$13617.23**
- (D) **Invoice # 46514 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 2018 PROJECT

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

August 20, 2021

- (A) Requisition Number: **CUS 170**
- (B) Name of Payee: **Sunstate Nursery & Landscaping**
9362 Phillips Highway
Jacksonville, FL 32256
- (C) Amount Payable: **\$5,137.05**
- (D) **Inv #'s 4599,4600,4601,4629 for Shearwater Phase 2D**
- (E) Account from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

CONSULTING ENGINEER'S APPROVAL

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

BY: [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):

August 20, 2021

- (A) Requisition Number: **CUS 171**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$232,010.57**
- (D) **Pay Application #7190-19 Retainage Project 2D**
- (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 COMMUNITY DEVELOPMENT DISTRICT

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

September 01, 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 except Sundancers should be sent overnight delivery via UPS**
- B) Sundancer Sign Graphics check should be delivered by USPS.**

REQUISITION NO.	PAYEE	AMOUNT
CUS 15	Besch & Smith	\$38,011.26
CUS 16	Randy Suggs Landscaping	\$201,830.13
CUS 17	Sundancer Sign	\$3,535.00

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

Sincerely,

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins

District Manager

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 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):

August 20, 2021

- (A) Requisition Number: **CUS 15**
- (B) Name of Payee: **Besch and Smith Civil Group, Inc.**
345 Cumberland Industrial Ct
St. Augustine, FL 32095
- (C) Amount Payable: **\$38,011.26**
- (D) **Pay Application #11-2**
- (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

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):

August 20, 2021

- (A) Requisition Number: **CUS 16**
- (B) Name of Payee: **Randy Suggs Landscaping**
3403 Rock Springs Rd
Apopka, FL 32712
- (C) Amount Payable: **\$201,830.13**
- (D) **Pay Application #1 Phase 3 A1**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY: [Signature]
DISTRICT ENGINEER

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):

August 20, 2021

- (A) Requisition Number: **CUS 17**
- (B) Name of Payee: **Sundancer Sign Graphics**
11259 Business Park Blvd, Suite 3
Jacksonville, FL 32256
- (C) Amount Payable: **\$3,535.00**
- (D) **Invoice #'s 3068 & 3089 Street & Specialty Signs**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY: [Signature]
DISTRICT ENGINEER

Tab 4

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

Construction & COI Account Activity Through August 31, 2021

Inflows:	Debt Proceeds	\$	10,188,947.97
	Underwriter's Discount		242,000.00
		Total Bond Proceeds:	10,430,947.97
	Interest Earned		79,159.13
	Transfer to Revenue		(175.85)
		Total Inflows:	\$ 10,509,931.25

Outflows: Requisitions

Requisition Date	Requisition Number	Contractor	Amount	Status As of 08/31/21
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
		Total COI:	(426,250.00)	
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 August 31, 2021

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

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

Construction & COI Account Activity Through August 31, 2021

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

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

Construction Custody Account Activity Through August 31, 2021

Inflows:	Developer Contribution	\$	11,401,654.93
	Due from Developer		372,666.43
	Transfer from S2015 Custody		31,074.97
	Total Inflows:		\$ 11,805,396.33

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status as of 08/31/21
09/30/19	CUS 52	O.R. Dicky Smith	\$ (29,534.00)	Cleared
09/30/19	CUS 53	Prosser Inc.	(26,878.18)	Cleared
09/30/19	CUS 54	Ring Power	(151,800.00)	Cleared
09/30/19	CUS 55	Sunstate Nursery & Landscaping Inc	(124,216.45)	Cleared
09/30/19	CUS 56	Vallencourt Construction	(169,501.04)	Cleared
09/30/19	CUS 57	Vallencourt Construction	(264,630.66)	Cleared
09/30/19	CUS 58	Vallencourt Construction	(254,330.66)	Cleared
09/30/19	CUS 59	Vallencourt Construction	(227,517.10)	Cleared
09/30/19	CUS 60	Vallencourt Construction	(67,475.12)	Cleared
11/30/19	CUS 61	Hopping Green & Sams	(5,070.00)	Cleared
11/30/19	CUS 62	Prosser Inc.	(16,157.07)	Cleared
11/30/19	CUS 63	Sundancer Sign Graphics	(37,340.00)	Cleared
11/30/19	CUS 64	Sunstate Nursery & Landscaping Inc	(146,675.87)	Cleared
11/30/19	CUS 65	Vallencourt Construction	(71,463.60)	Cleared
11/30/19	CUS 66	Vallencourt Construction	(124,019.58)	Cleared
11/30/19	CUS 67	Vallencourt Construction	(224,236.39)	Cleared
11/30/19	CUS 68	Sunstate Nursery & Landscaping Inc	(162,993.40)	Cleared
11/30/19	CUS 69	Vallencourt Construction	(88,559.77)	Cleared
11/30/19	CUS 70	Vallencourt Construction	(371,089.05)	Cleared
11/30/19	CUS 71	Vallencourt Construction	(166,568.74)	Cleared
01/29/20	CUS 72	Prosser Inc.	(3,697.19)	Cleared
01/29/20	CUS 73	Stephens Advertising, Inc.	(2,998.77)	Cleared
01/29/20	CUS 74	Sunstate Nursery & Landscaping Inc	(138,825.10)	Cleared
01/29/20	CUS 75	Vallencourt Construction	(181,721.86)	Cleared
01/29/20	CUS 76	Vallencourt Construction	(99,838.17)	Cleared
02/17/20	CUS 77	Prosser Inc.	(19,675.00)	Cleared
02/17/20	CUS 78	Sunstate Nursery & Landscaping Inc	(87,421.91)	Cleared
02/17/20	CUS 79	Vallencourt Construction	(171,723.52)	Cleared
02/17/20	CUS 80	Vallencourt Construction	(485,700.20)	Cleared
02/17/20	CUS 81	Vallencourt Construction	(229,796.11)	Cleared
03/26/20	CUS 82	C&H Marine Construction	(62,240.00)	Cleared
03/26/20	CUS 83	Prosser Inc.	(68,458.25)	Cleared
03/26/20	CUS 84	Vallencourt Construction	(536,511.38)	Cleared
03/26/20	CUS 85	Vallencourt Construction	(280,336.16)	Cleared
04/30/20	CUS 86	Hopping Green & Sams	(11,526.24)	Cleared
04/30/20	CUS 87	Prosser Inc.	(15,440.16)	Cleared
04/30/20	CUS 88	Sunstate Nursery & Landscaping Inc	(45,000.00)	Cleared
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

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

Construction Custody Account Activity Through August 31, 2021

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
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

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

Construction Custody Account Activity Through August 31, 2021

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.	0.00	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)	Cleared
06/25/21	CUS 158	PBM Constructors	(34,187.00)	Cleared
07/31/21	CUS 159	Hopping Green & Sams	(825.00)	Cleared
07/31/21	CUS 160	Prestige Landscapes	(151,276.21)	Cleared
07/31/21	CUS 161	Sundancer Sign Graphics	(2,550.00)	Cleared
07/31/21	CUS 162	O.R. Dicky Smith	(82,021.00)	Cleared
07/31/21	CUS 163	Prosser Inc.	(18,286.26)	Cleared
07/31/21	CUS 164	Vallencourt Construction	(206,033.99)	Cleared
07/31/21	CUS 165	Vallencourt Construction	(58,841.94)	Cleared
08/20/21	CUS 166	Forever Lawn	(6,151.00)	AP
08/20/21	CUS 167	Hardscape Construction, Inc	(14,000.00)	AP
08/20/21	CUS 168	PBM Constructors	(109,484.00)	AP
08/20/21	CUS 169	Prosser Inc.	(13,617.23)	AP
08/20/21	CUS 170	Sunstate Nursery & Landscaping Inc	(5,137.05)	AP
08/20/21	CUS 171	Vallencourt Construction	(232,010.57)	AP

Total Construction Requisitions: (11,805,396.33)

Total Requisitions: (11,805,396.33)

Retainage: -

Total Outflows: (11,805,396.33)

Series 2018 Construction Custody Fund Balance at August 31, 2021 \$ -

Outstanding Contracts, net of retainage:

Prosser	\$	22,725.00
Pizzazz		3,924.60
Vallencourt Construction, Inc.		99,300.53

Contract Sub Total 125,950.13

Committed Funds to be Provided by Developer \$ 121,118.57

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

Construction & COI Account Activity Through August 31, 2021

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

Outflows: Requisitions

Requisition Date	Requisition Number	Contractor	Amount	Status As of 08/31/21
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
		Total COI:	(245,700.00)	
7/12/2018	CR 1	Ashford Mills	(3,500,000.00)	Cleared
		Total Requisitions:	<u>(3,500,000.00)</u>	

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

Total Outflows: (3,745,700.00)

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

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

Construction & COI Account Activity Through August 31, 2021

Inflows:	Developer Contribution	\$	3,237,669.13
	Due from Developer		363,140.03
			3,600,809.16
	Total Inflows:		3,600,809.16

Outflows: Requisitions

Requisition Date	Requisition Number	Contractor	Amount	Status As of 08/31/21
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
7/31/2021	CUS 12	Besch & Smith	(400,572.28)	Cleared
7/31/2021	CUS 13	Besch & Smith	(248,112.32)	Cleared
7/31/2021	CUS 14	Vallencourt	(389,602.26)	Cleared
8/20/2021	CUS 15	Besch & Smith	(38,011.26)	AP
8/20/2021	CUS 16	Randy Suggs Landscaping	(201,830.13)	AP
8/20/2021	CUS 17	Sundancer	(3,535.00)	AP
		Total Requisitions:	(3,237,669.13)	

Total Requisitions:	(3,237,669.13)
Retainage:	(363,140.03)
Total Outflows:	(3,600,809.16)

Series 2020 Construction Fund Balance at August 31, 2021 **\$ (0.00)**

Outstanding Contracts, net of retainage:

Besch & Smith Civil Group	\$	1,777,824.68
Vallencourt		2,988,919.08
Contract Sub Total		4,766,743.76

Committed Funds to be Provided by Developer **\$ 4,766,743.76**

STAFF REPORTS

District Counsel

District Engineer

Construction Administrator

Tab 5

Date of Issuance:	Effective Date:
Owner: Trout Creek Community Development District	Owner's Contract No.:
Contractor: Vallencourt Construction Company, Inc.	Contractor's Project No.:
Engineer: Prosser, Inc.	Engineer's Project No.:
Project: Phase 3B & 3C Civil Site Construction Services	
Contract Name: EJCDC Standard Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)	

The Contract is modified as follows upon execution of this Change Order:

The scope of the Work is amended to reflect the additions and deductions shown on **Exhibit A** attached hereto and made part of the Contract by this reference. Provided, however, that the Contractor acknowledges and agrees that it shall not commence work on the temporary cul-de-sac at Brable Court in the amount of \$18,584.94 (the "Cul-de-sac") until the District, in its sole discretion, issues a Notice to Proceed for the Cul-de-sac.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$3,477,142.47	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders n/a: \$130,616.06	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$3,477,142.47	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$130,616.06	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$3,607,758.53	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Exhibit A

Phase	Change	Cost
3B	Add Cutoff Wall to Pond 34 per Final Plans	\$ 21,302.80
3B	Change 2 curb inlets single to double	\$ 820.09
3B	Change MES to Control Structure per comments	\$ 8,373.24
3B	Add storm manhole per comments	\$ 4,981.65
3B	RCP pipe decrease	\$ (392.38)
3B	Add gravity sewer run along Rosemont Dr. per JEA	\$ 45,193.57
3B	Water line changes per JEA, including valve additions	\$ 15,699.19
3B	Reuse line removal	\$ (7,944.45)
	PHASE 3B TOTAL PLAN CHANGES	\$ 88,033.71
3B	Add temporary cul at Bramble Ct. Per SJC permit comments	\$ 18,584.94
	PHASE 3B TEMP CLUDESAC	\$ 18,584.94
3C	Add Cutoff Wall to Pond 23B per Final Plans	\$ 24,217.92
3C	Changes to 4 storm pipe runs and 1 sanitary sewer run	\$ (220.51)
	PHASE 3C TOTAL PLAN CHANGES	\$ 23,997.41
	PHASE 3B + 3C TOTAL CHANGE	\$ 130,616.06

Note: It is the intent of owner to work with St. Johns County to eliminate the Temporary Culdesac at Bramble Court. This work will be issued a separate Notice to Proceed, if and when construction of this temporary culdesac is required.

PHASE 3B PLAN CHANGES - BID SET TO CONSTRUCTION SET

Phase	Item #	Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price	Bid Qty.	UM	Unit Bid Price	Total Bid Price
		3B				\$2,866,847.23				
3B	303	Maintain Silt Fence	4755	LF	\$1.05	\$4,992.75	246	LF	\$1.05	\$258.30
	1007	Cutoff Wall		LF			760	LF	\$28.03	\$21,302.80
3B	3028	Curb Inlet 8-10' Deep	2	EACH	\$5,324.04	\$10,648.08	-1	EACH	\$5,324.04	(\$5,324.04)
3B	3029	Curb Inlet 10-12' Deep	4	EACH	\$7,303.93	\$29,215.72	-1	EACH	\$7,303.93	(\$7,303.93)
3B	3042	Dbl. Curb Inlet 8-10' Deep	2	EACH	\$6,210.69	\$12,421.38	1	EACH	\$6,210.69	\$6,210.69
3B	3043	Dbl. Curb Inlet 10-12' Deep	2	EACH	\$7,237.37	\$14,474.74	1	EACH	\$7,237.37	\$7,237.37
	3058	Control Structure 16'-18' Deep Modified Type H		EACH			1	EACH	\$13,300.61	\$13,300.61
	3063	Storm Manhole 8-10' Deep		EACH			1	EACH	\$4,981.65	\$4,981.65
3B	3090.1	48" Index 272 Mitered End Section	2	EACH	\$4,927.37	\$9,854.74	-1	EACH	\$4,927.37	(\$4,927.37)
3B	3227	48" RCP 6-8' Deep	229	LF	\$196.19	\$44,927.51	-2	LF	\$196.19	(\$392.38)
3B	4015	Type A Manhole 6-8' deep	6	EACH	\$3,134.98	\$18,809.88	5	EACH	\$3,134.98	\$15,674.90
3B	4068	Manhole Top Out	24	EACH	\$258.26	\$6,198.24	5	EACH	\$258.26	\$1,291.30
3B	4069	Pour Inverts	26	EACH	\$236.53	\$6,149.78	5	EACH	\$236.53	\$1,182.65
3B	4112	8" SDR 26 Sewer Main 6-8' Deep	1138	LF	\$41.14	\$46,817.32	769	LF	\$41.14	\$31,636.66
3B	4114	8" SDR 26 Sewer Main 10-12' Deep	243	LF	\$52.07	\$12,653.01	-160	LF	\$52.07	(\$8,331.20)
3B	4144	Punch Out Sewer	3778	LF	\$1.74	\$6,573.72	609	LF	\$1.74	\$1,059.66
3B	4146	TV Test Sewer Main	3778	LF	\$4.40	\$16,623.20	609	LF	\$4.40	\$2,679.60
3B	7017	2" Water Main	300	LF	\$8.60	\$2,580.00	284	LF	\$8.60	\$2,442.40
3B	7084	8" Cross	4	EACH	\$1,073.08	\$4,292.32	-4	EACH	\$1,073.08	(\$4,292.32)
3B	7097	8" Gate Valve	12	EACH	\$1,677.70	\$20,132.40	5	EACH	\$1,677.70	\$8,388.50
3B	7098	6" Gate Valve	12	EACH	\$1,181.80	\$14,181.60	-1	EACH	\$1,181.80	(\$1,181.80)
3B	7099	4" Gate Valve	1	EACH	\$982.47	\$982.47	-1	EACH	\$982.47	(\$982.47)
3B	7102	Locate Wire Box	10	EACH	\$351.09	\$3,510.90	1	EACH	\$351.09	\$351.09
3B	7133	8 x 6" Tee	5	EACH	\$479.93	\$2,399.65	5	EACH	\$479.93	\$2,399.65
	7132	8 X 8" Tee		EACH			3	EACH	\$570.82	\$1,712.46
	7159	8" 45 Bend		EACH			6	EACH	\$364.33	\$2,185.98
	7160	6" 45 Bend		EACH			4	EACH	\$353.59	\$1,414.36
3B	7165	8" 22.5 Bend	1	EACH	\$362.43	\$362.43	6	EACH	\$362.43	\$2,174.58
3B	7187	8x6" Reducer	4	EACH	\$310.27	\$1,241.08	-1	EACH	\$310.27	(\$310.27)
	7014	8x4" Reducer		EACH			-1	EACH	\$310.27	(\$310.27)
3B	7189	6x4" Reducer	3	EACH	\$219.14	\$657.42	1	EACH	\$219.14	\$219.14
3B	7246	Punch Out for Water Main	5100	LF	\$1.93	\$9,843.00	284	LF	\$1.93	\$548.12
3B	7248	Flushing & BT's for Water Main	5100	LF	\$0.87	\$4,437.00	284	LF	\$0.87	\$247.08
3B	7249	Locate Wire Test For Water Main	5100	LF	\$0.51	\$2,601.00	284	LF	\$0.51	\$144.84
3B	7250	Pressure Test for Water Main	5100	LF	\$1.93	\$9,843.00	284	LF	\$1.93	\$548.12
3B	9014	8" DR18 PVC Reuse Main	10	LF	\$97.13	\$971.30	-10	LF	\$97.13	(\$971.30)
3B	9015	6" DR18 PVC Reuse Main	40	LF	\$28.43	\$1,137.20	-40	LF	\$28.43	(\$1,137.20)
3B	9091	8" Sleeve	2	EACH	\$556.95	\$1,113.90	-2	EACH	\$556.95	(\$1,113.90)
3B	9100.1	Flushing Hydrant	2	EACH	\$1,639.01	\$3,278.02	-2	EACH	\$1,639.01	(\$3,278.02)
3B	9101	Locate Wire Box	1	EACH	\$228.93	\$228.93	-1	EACH	\$228.93	(\$228.93)
3B	9183	8x6" Reducer	2	EACH	\$310.27	\$620.54	-2	EACH	\$310.27	(\$620.54)
3B	9191	6" Cap	2	EACH	\$171.03	\$342.06	-2	EACH	\$171.03	(\$342.06)
3B	9239	Punch Out for Reuse Main	50	LF	\$1.74	\$87.00	-50	LF	\$1.74	(\$87.00)
3B	9240	Flushing for Reuse Main	50	LF	\$0.87	\$43.50	-50	LF	\$0.87	(\$43.50)
3B	9241	Locate Wire Test For Reuse Main	50	LF	\$0.51	\$25.50	-50	LF	\$0.51	(\$25.50)
3B	9242	Pressure Test for Reuse Main	50	LF	\$1.93	\$96.50	-50	LF	\$1.93	(\$96.50)
		Add Temp Culdesac per St. Johns County Comments								
3B	1304	Subsoil Stabilization	15451	SY	\$6.90	\$106,611.90	793	SY	\$6.90	\$5,471.70
3B	1402	6" Limerock	13229	SY	\$10.64	\$140,756.56	723	SY	\$10.64	\$7,692.72
3B	1503	1" Asphalt Pavement SP 12.5 1st Lift	13229	SY	\$6.59	\$87,179.11	723	SY	\$6.59	\$4,764.57
3B	1517	Prime Limerock	13229	SY	\$0.55	\$7,275.95	723	SY	\$0.55	\$397.65
Total Change										\$106,618.65

PHASE 3C PLAN CHANGES - BID SET TO CONSTRUCTION SET

Phase	Item #	Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price	Bid Qty.	UM	Unit Bid Price	Total Bid Price	DELTA
3C	1007	Cutoff Wall	0	LF	\$0.00	\$0.00	864	LF	28.03	\$24,217.92	\$24,217.92
3C	3139	48" ADS 6-8' Deep	0	LF	\$0.00	\$0.00	236	LF	\$172.07	\$40,608.52	\$40,608.52
3C	3140.07	60" ADS 6-8' Deep	411	LF	\$194.41	\$79,902.51	175	LF	\$194.41	\$34,021.75	(\$45,880.76)
3C	3199	24" RCP 6-8' Deep	1640	LF	\$95.67	\$156,898.80	1006	LF	\$95.67	\$96,244.02	(\$60,654.78)
3C	3200	24" RCP 8-10' Deep	66	LF	\$104.03	\$6,865.98	0	LF	\$104.03	\$0.00	(\$6,865.98)
3C	3206	30" RCP 6-8' Deep	0		\$0.00	\$0.00	634	LF	\$116.84	\$74,076.56	\$74,076.56
3C	3207	30" RCP 8-10' Deep	166	LF	\$121.82	\$20,222.12	378	LF	\$121.82	\$46,047.96	\$25,825.84
3C	3214	36" RCP 8-10' Deep	752	LF	\$146.46	\$110,137.92	606	LF	\$146.46	\$88,754.76	(\$21,383.16)
3C	4113	8" SDR 26 Sewer Main 8-1	71	LF	\$44.65	\$3,170.15	146	LF	\$44.65	\$6,518.90	\$3,348.75
3C	4115	8" SDR 26 Sewer Main 12-	75	LF	\$61.97	\$4,647.75	-75	LF	\$61.97	(\$4,647.75)	(\$9,295.50)
										Total Change	\$23,997.41

Change Order No. 3

Date of Issuance: _____, 2021

Effective Date: _____, 2021

Project: Trout Creek Community Development District – Phase 3 Civil Site Construction	Owner: Trout Creek Community Development District	Owner's Contract No.: NA
Contract: Standard Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price)		Date of Contract: _____
Contractor: Besch and Smith Civil Group, Inc.		Engineer's Project No.: NA

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

Description of work to be added or removed: **See attached Exhibit A.**

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$4,302,655.54

[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___

\$392,290.39

Contract Price prior to this Change Order:

\$4,694,945.93

[Increase] [Decrease] of this Change Order:

\$9,373.92

Contract Price incorporating this Change Order:

\$4,704,319.85

CHANGE IN CONTRACT TIMES:

Original Contract Working days Calendar days

Substantial completion (days or date): **405**

Ready for final payment (days or date): **465**

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): **426**

Ready for final payment (days or date): **486**

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): **5**

Ready for final payment (days or date): **5**

Contract Times with all approved Change Orders:

Substantial completion (days or date): **431**

Ready for final payment (days or date): **491**

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

EXHIBIT A



SHEARWATER PHASE 3A

To: TROUT CREEK CDD

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

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

Date: Tuesday, July 27, 2021

Total Pages: 3

Re: RCO #5 C INLET, PIPE

Request For Change Order No. 05
Request Additional Days. 5 Days

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



P 904.260.6393
F 904.338.0226

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

RCO#5

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
18 IN HP PIPE	47	LF	\$37.56	\$1,765.32
TYPE C INLET	1	EA	\$4,820.37	\$4,820.37
CONNECT TO EXISTING STRUCTURE	1	EA	\$2,788.28	\$2,788.23

TOTAL CO#5.....\$ 9,373.92

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

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

Sincerely,
Dean Black
Project Manager
Accepted By:

Besch and Smith Civil Group, Inc.

Trout Creek CDD

Dean Black 7/27/2021
Owner/Representative Signature Date

Owner/Representative Signature Date

Dean Black PM
Print Name Title

Print Name Title

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



P 904.260.6393
F 904.338.0226

Landscape Maintenance

Amenity and Maintenance

**Discussion of Bollard Light
Removal on Golf Cart Path
from North Creek entrance to
Pine Tree Lane**

District Manager

Tab 6



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: September 23 & 30, 2021

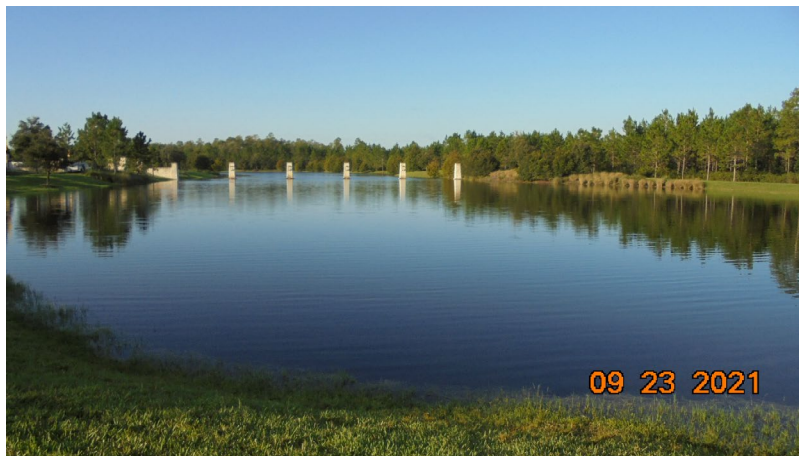
Biologists: Jim Charles,
Shayne Wilford

Client: Trout Creek CDD

Waterways: 24 ponds

Conditions: Mostly sunny, 75 F and calm winds.

Entry Pond: Pond was an 8 (good condition). Water level is normal.



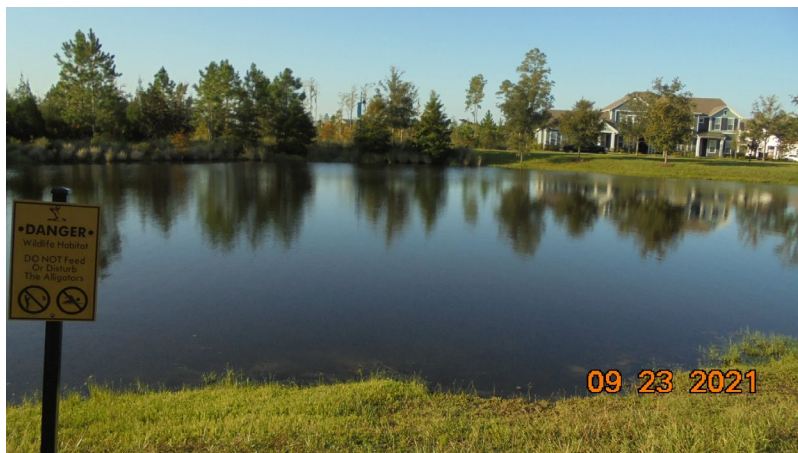
Amenity Pond: This pond was an 8 (good condition). Water level is normal. Checked fish barrier.



Pond 1a: This pond was a 9 (very good condition). Water level is normal.



Pond 1b: This pond was an 8 (good condition). Water level is normal.



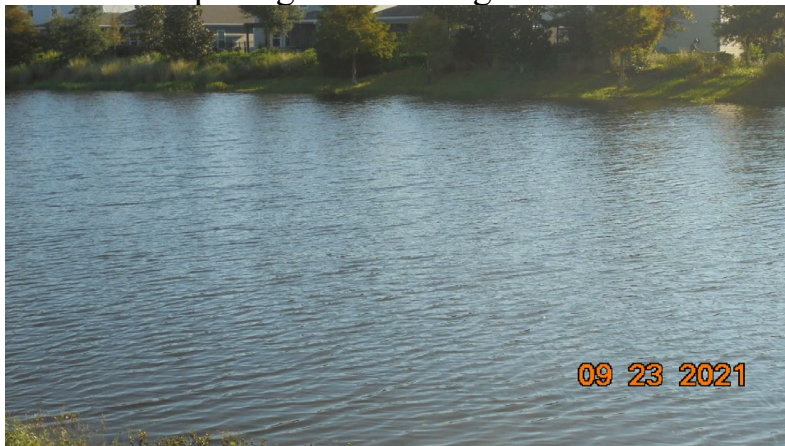
Pond 2a: This pond was a 7 (good condition). Water level is normal. Checked fish barrier.



Pond 2b: This pond was an 8 (good condition). Pond level is normal. Inspected fish barrier.



Pond 3a: This pond was a 6 (good condition). Water level is normal. Treated perimeter for torpedo grass and alligator weed.



Pond 6: This pond was a 7 (good condition). Water level is normal. Checked fish barrier. Perimeter treatment last month for torpedo grass and pennywort had good results.



Pond 7a: Pond was a 7 (fair condition). Water level is normal. Treated pond for algae.



Pond 7b: Pond was a 6 (fair condition). Water level is normal. Treated for algae by boat on the 30th.



Pond 7c: Pond was a 6 (fair to good condition). Water level is normal. Treated perimeter for torpedo grass and cattails.



Pond 8a: Pond was a 7 (fair to good condition). Water level is normal.



Pond 9a: Pond was a 7 (good condition). Water level is normal.



Pond 9b: Pond was in good condition. Water level is normal. Perimeter treatment last month for torpedo grass, Primrose and pennywort was effective.



Note: Significant erosion at end of pond is being addressed.



Pond 9c: Pond was in good condition. Water level was normal.



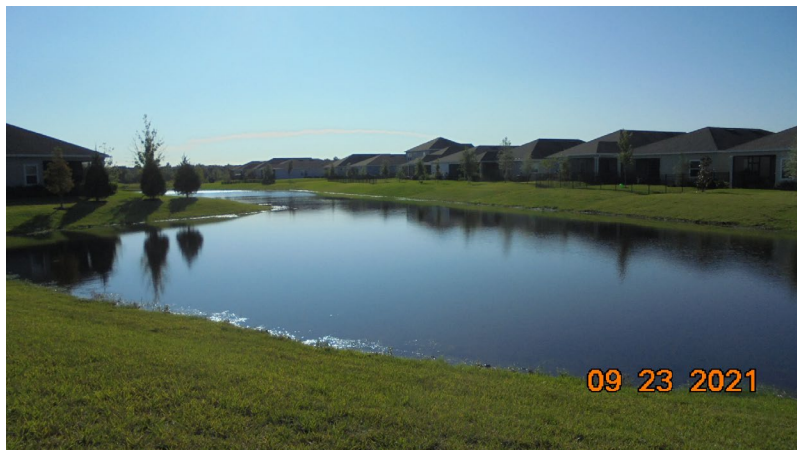
Pond 10a: Pond was a 7 (good condition). Water level is normal. Treatment of perimeter last month for torpedo grass, cattails and Maiden Cane had good results.



Pond 10c: Pond was a 6 (fair condition). Water level is normal. Treated pond for algae on the 30th.



Pond 10d: Pond was an 8 (good condition) this month. Water level is normal.



Pond 11a: Pond was an 8 (good condition). Water level is normal.



Pond 11b: Pond was in improving condition. Water level is good.



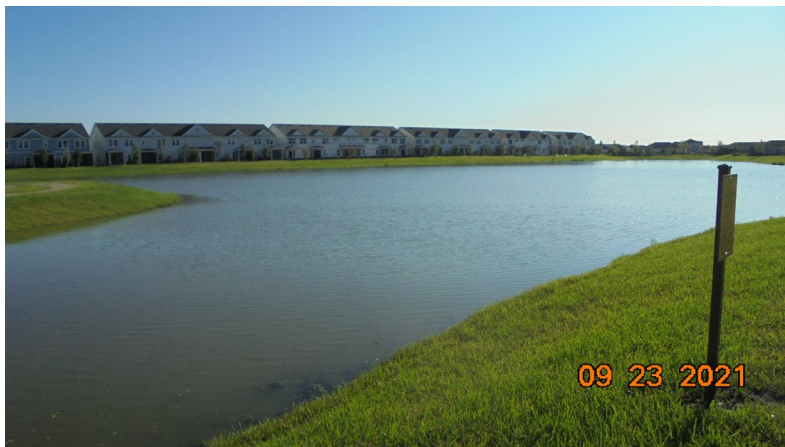
Pond 11c: Pond was in good condition. Water level is normal.



Pond 12a: Pond was in good condition. Water level is normal.



Pond 14: Pond was in good condition. Water level is good.



Pond 14b: Pond was in good condition. Water level is normal.



Jim Charles

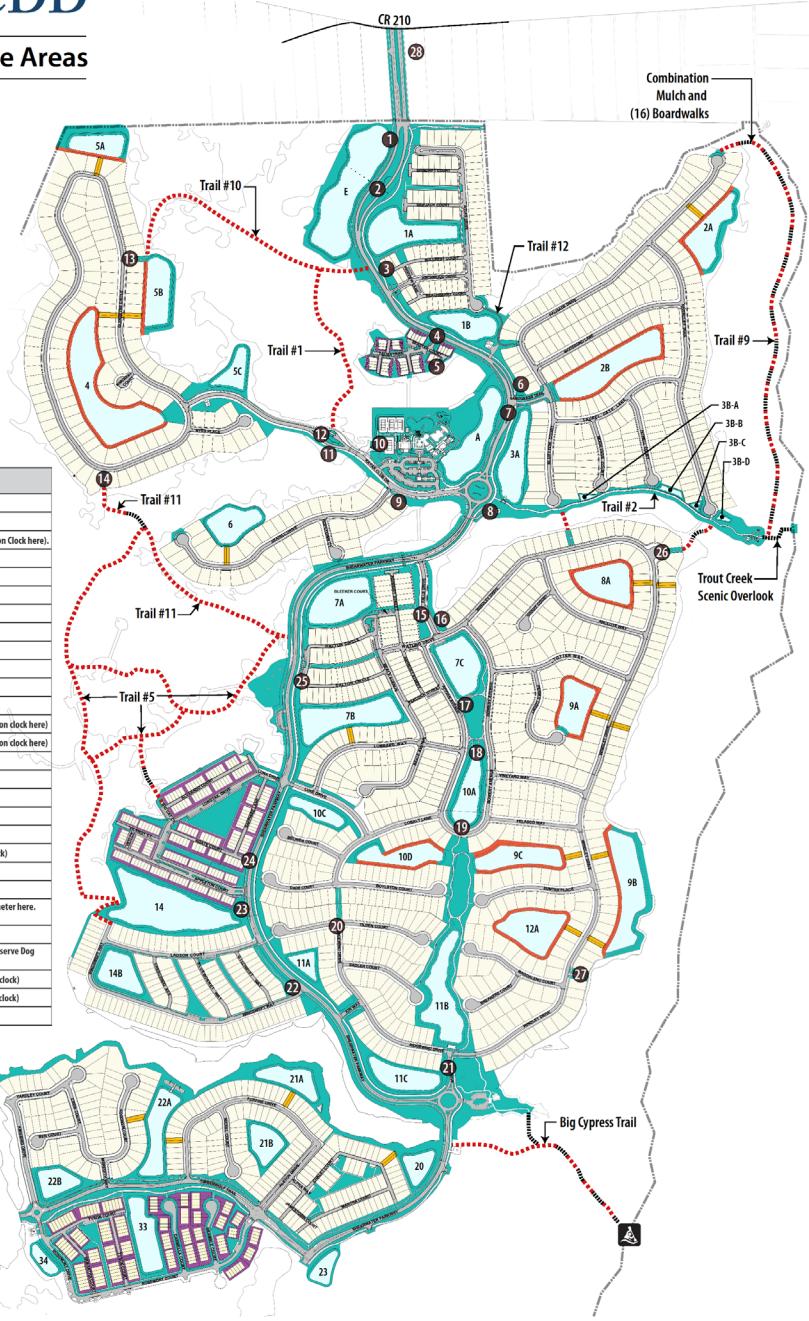
Trout Creek CDD

Landscape Maintenance Areas

LEGEND

- HOA Maintained Areas
- CDD Maintained Areas (Phase I)
- Homeowner Maintained Pond Bank
- Maintenance Access Easement
- CDD Maintained Trail
- CDD Maintained Boardwalk

Icon Number	Note
1	CDD 2" Irrigation meter #1
2	CDD Electric meter #1, 275 Shearwater Pkwy
3	CDD Electric meter #2, 435 Shearwater Pkwy. (Phase 1 Irrigation Clock here)
4	Phase 1C, 2" HOA Irrigation meter, 19 Talisa Trail
5	Townhome dedicated irrigation clock, 21 Seastar Ct.
6	CDD Electric meter #3, 639 Shearwater Pkwy
7	CDD 2" Irrigation meter #2
8	CDD Electric meter #5, 871 Shearwater Pkwy
9	CDD Electric meter #4, 121 Kayak Club Way
10	CDD Amenity Irrigation Clock
11	CDD Electric meter #6, 256 Kayak Club Way
12	HOA 2" Irrigation meter
13	CDD 1" Irrigation meter, 805 Gleneyere Ct. (Dedicated Irrigation clock here)
14	CDD 1" Irrigation meter 175, Gleneyere Ct. (Dedicated Irrigation clock here)
15	CDD 2" Irrigation meter, 78 Falls Dr.
16	CDD Electric meter #7, 79 Falls Dr. (Phase 2 Irrigation clock)
17	CDD Electric meter #9, 133 Appian Ave
18	CDD Phase 2C Irrigation clock #1 here
19	CDD 2" Irrigation meter, 344 Bowery Ave
20	CDD 1" Irrigation meter, 99 Tilden Ct. (Dedicated Irrigation clock)
21	CDD Electric meter #11, 43 Ridgewind Dr.
22	CDD 2" Irrigation meter, 1744 Shearwater Pkwy
23	CDD Electric meter #10, 1626 Shearwater Pkwy. 2" Irrigation meter here. (Phase 2C Irrigation clock #2 here)
24	HOA 2" Irrigation meter, 1560 Shearwater Pkwy
25	CDD Electric meter #8, 158 Dalton Cir. Also 1" potable meter to serve Dog park and Garden
26	CDD 1" Irrigation meter, 363 Windley Dr. (Dedicated Irrigation clock)
27	CDD 1" Irrigation meter, 985 Windley Dr. (Dedicated Irrigation clock)
28	CDD Electric meter #0, 15 Shearwater Pkwy



PROSSER

December 7, 2020



BUSINESS ITEMS

Tab 7

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Trout Creek Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 286.0114, Florida Statutes, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, Florida Statutes, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt by resolution a policy ("**Public Comment Policy**") for immediate use and application.

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

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The District's Chairperson, his or her designee, or such other person conducting a District meeting ("**Presiding Officer**"), shall ensure that there is at least one period of time ("**Public Comment Period**") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- a) An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board ("**Initial Public Comment Period**"). In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.

- b) Speakers shall be permitted to address any agenda item during the Initial Public Comment Period. Comments related to personal or general concerns may be provided during the general comment period at the end of the meeting.
- c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.
- d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, Florida Statutes. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

- a) Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.
- b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

- c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

- d) In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
 - i. The Presiding Officer may declare a recess.
 - ii. The Presiding Officer may contact the local law enforcement authority.
 - iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, Florida Statutes, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, including those set forth in Section 286.0114(3) and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

SECTION 5. SEVERABILITY. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this Resolution supersedes any Public Comment Policy previously adopted by the District.

PASSED AND ADOPTED this _____ day of _____, 2021.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Tab 8

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF RATES REGARDING DISTRICT KAYAK OUTPOST.

WHEREAS, the Trout Creek Community Development District (“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 Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

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

Section 1. The District’s Board of Supervisors intends to establish fees related to the use of the District’s recreation facilities and services, a proposed copy of which is attached hereto as **Exhibit A**, and will hold a public hearing at a meeting of the Board to be held on _____, 2021, at ____ a/p.m., at _____.

Section 2. At said public hearing, the Board will consider the rates, fees and charges of the District as more particularly set forth in attached **Exhibit A**.

Section 3. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A: Kayak Outpost Rental Rates

Exhibit A
Kayak Outpost Rental Rates
(Under Separate Cover)

**Consideration of
Kayak Outpost Policies
*(Under Separate Cover)***

**Consideration of Extending
Gym Hours
*(Under Separate Cover)***

Tab 9



Landscape Maintenance Proposal

Property Name: Shearwater
Company Name: Trout Creek CDD
Phase 3A Landscaping

Contact Name: Trout Creek CDD .

Property Address: 100 Kayak Way
St. Augustine, FL 32092

<u>Services</u>	<u>Frequency</u>	<u>Amount</u>
Full Service Maintenance: Mowing	40	\$9,457.56
Full Service Maintenance: Detail	12	\$2,752.44
Irrigation Management	12	\$1,619.76
Chemical/Fertilization Program - St. Augustine Turf	6	\$4,741.74
Shrub, Tree, and Palm Fertilization Program	2	\$833.74

MONTHLY INVESTMENT **\$1,617.10**

ANNUAL INVESTMENT **\$19,405.24**

***For Mowing Services Only before adding to the contract the cost would be \$236.44 per cut**

Contract Period **September 1, 2021** to **August 31, 2022**

Tab 10

**AGREEMENT FOR INSTALLATION OF ELECTRICAL SERVICES BETWEEN THE
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND
ADKINS ELECTRIC, INC.
[PHASE 3A PRIMARY CONDUIT SYSTEM]**

This Agreement (“Agreement”) is made and entered into this **25th** day of **August**, 2021, by and between:

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

ADKINS ELECTRIC, INC., a Florida corporation, with a mailing address of 10477 New Kings Road, Jacksonville, Florida 32219 (“Contractor”, together with District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the District desires to retain an independent contractor to provide certain electrical installation services within the areas located within the District known as Phase 3A in accordance with the specifications and/or drawings attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Contractor represents that it is capable of providing the services as identified in *Contractor’s Proposal* dated June 2, 2021, attached hereto as **Exhibit B** and incorporated herein by reference (“Work”), 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. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DUTIES. District agrees to use Contractor to provide the Work in accordance with the terms of this Agreement. Contractor shall provide electrical conduit installation services, as described in **Exhibits A and B**. The Work shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District

to receive the maximum benefit of all of the Work and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. 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. Contractor hereby agrees to comply with all applicable laws, rules, and regulations. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE. The District shall pay Contractor a total of Twenty-Seven Thousand Eight Hundred Dollars (\$27,800.00) for the Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Payments shall be made as follows: 10% upon execution of this Agreement and the balance due upon completion of the Project. Approval of Contractor's Payment Application for the balance outstanding upon completion under this Agreement ("Final Payment Application"), shall be approved by the District upon the following conditions being satisfied: i) District Engineer's certification that the Work is satisfactorily complete; ii) completion of any applicable punchlist items; iii) assignment of any warranties on material or equipment installed; iv) final waivers/releases of lien from all vendors, subcontractors and materialmen which have provided labor and /or materials for performance of the services necessary to complete the Work which shall accompany Contractor's final Payment Application; v) completion of any required as-built plans; and vi) execution of a wavier and release of lien. The District shall provide payment within forty-five (45) days of receipt of invoices.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties, if any, for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Work. If any of the materials or Work are found to be defective, deficient or not in accordance with the Agreement, 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 landowner's within the District.

SECTION 5. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (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.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The 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.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the 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 6. 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 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES, AND REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

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

SECTION 10. DEFAULT. A default by either party under this Agreement shall entitle the

other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 13. PERMITS AND LICENSES. All permits and licenses necessary for the performance of this Agreement shall be obtained and paid for by the Contractor.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover

all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. 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 Parties.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

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

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

B. If to the Contractor: Adkins Electric, Inc.
10477 New Kings Road
Jacksonville, Florida 32219
Attn: Steve Vandever

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 Notices 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 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Melissa Dobbins (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the 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 the Contractor, the 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*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270, MDOBBINS@RIZZETTA.COM, OR AT 2806 NORTH FIFTH STREET, UNIT 403, ST. AUGUSTINE, FLORIDA 32084.

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

SECTION 29. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.


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

Attest:

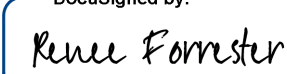
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:

6E4D5BB89299426...
Secretary

DocuSigned by:

DBAD46DA7ED64E9...
Chairperson, Board of Supervisors

ADKINS ELECTRIC, INC.

DocuSigned by:

8F5C64F4DF4B4B9...
(Signature of Witness)


DocuSigned by:

086A184A559C460...
By: _____
Print: _____
Its: _____

Exhibit A: FPL Plan
Exhibit B: Scope of Work

Cover Sheet: WR#10107995

Page 1 of 7 INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY ROCK

COPYRIGHT 2014 FPL ALL RIGHTS RESERVED

- THE MATERIAL CONTAINED HEREIN MAY CONTAIN INACCURACIES. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES.
- THE USER IS WARNED TO UTILIZE AT HIS/HER OWN RISK. USER ASSUMES RISK OF ANY AND ALL LOSS.

CAUTION
- THIS DRAWING IS MERELY AN APPROXIMATION. EXACT LOCATION OF FPL COMPANY UNDERGROUND FACILITIES MUST BE DETERMINED PRIOR TO ANY SUBSURFACE OPERATIONS IN THIS AREA.
- ALL BOUNDARIES ARE APPROXIMATE. ONLY ACCURATE ON THE DAY OF THIS TRANSMISSION. FACILITY LOCATION AND DEPTH SUBJECT TO CHANGE WITHOUT NOTICE. NOT TO BE USED FOR SURVEY OR EXCAVATION PURPOSES.

NOTE: THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.

PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

**CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG
LOCATE MARKINGS COLOR CODE**

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

Location Not Set

CONSTRUCTION NOTES:

REQUIRED DRAWINGS:

TRENCH:
- CENTERLINE OF TRENCH IS 5 FT OUTSIDE R/W EASEMENT:
- 10 FEET FRONT, 5 FEET SIDE, 8 FEET REAR
- MAINTAIN A MINIMUM OF 12" SEPERATON FROM ALL OTHER UTILITIES
- INSTALL #12C WIRE ALONGSIDE EMPTY CONDUIT RUNS
- EXTEND PVC 10FT FROM TX FOR FUTURE SERVICES
- CUSTOMER INSTALLED CONDUIT: ALL CABLE:
- 1PNC IS 1CC #1/0A 25KV-XLPE IN 1-2" PVC WITH 36" MIN COVER
- SECONDARY IS #4/0 TPX HM-HD IN 1-2" PVC WITH 24" MIN COVER (UNLESS NOTED)
- ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
- (XXX) DENOTES CABLE PULL DISTANCE
- UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
- INSTALL NEUTRAL BOND FOR COMMUNICATION COMPANIES AT ALL SINGLE PHASE TRANSFORMERS PER D.C.S. G-11.0.0
- ALL HANDHOLES ARE 24" (UNLESS NOTED)
- ALL TRANSFORMERS ARE LOW STYLE (UNLESS NOTED)
- EXTEND SERVICE PVC 10 ft INTO CUSTOMER PROPERTY FUSING:
- FUSE ALL PHASES AT 50K
STREET LIGHTS:
- STREET LIGHTS ARE 9500 HPSV TRADITIONAL ON 20 FT FIBERGLASS POLES - FPL OWNED AND MAINTAINED

PLANT DATE/TIME: 05/23/2021 15:21:10

PRINTED BY: jmh660

Size: 11 x 17

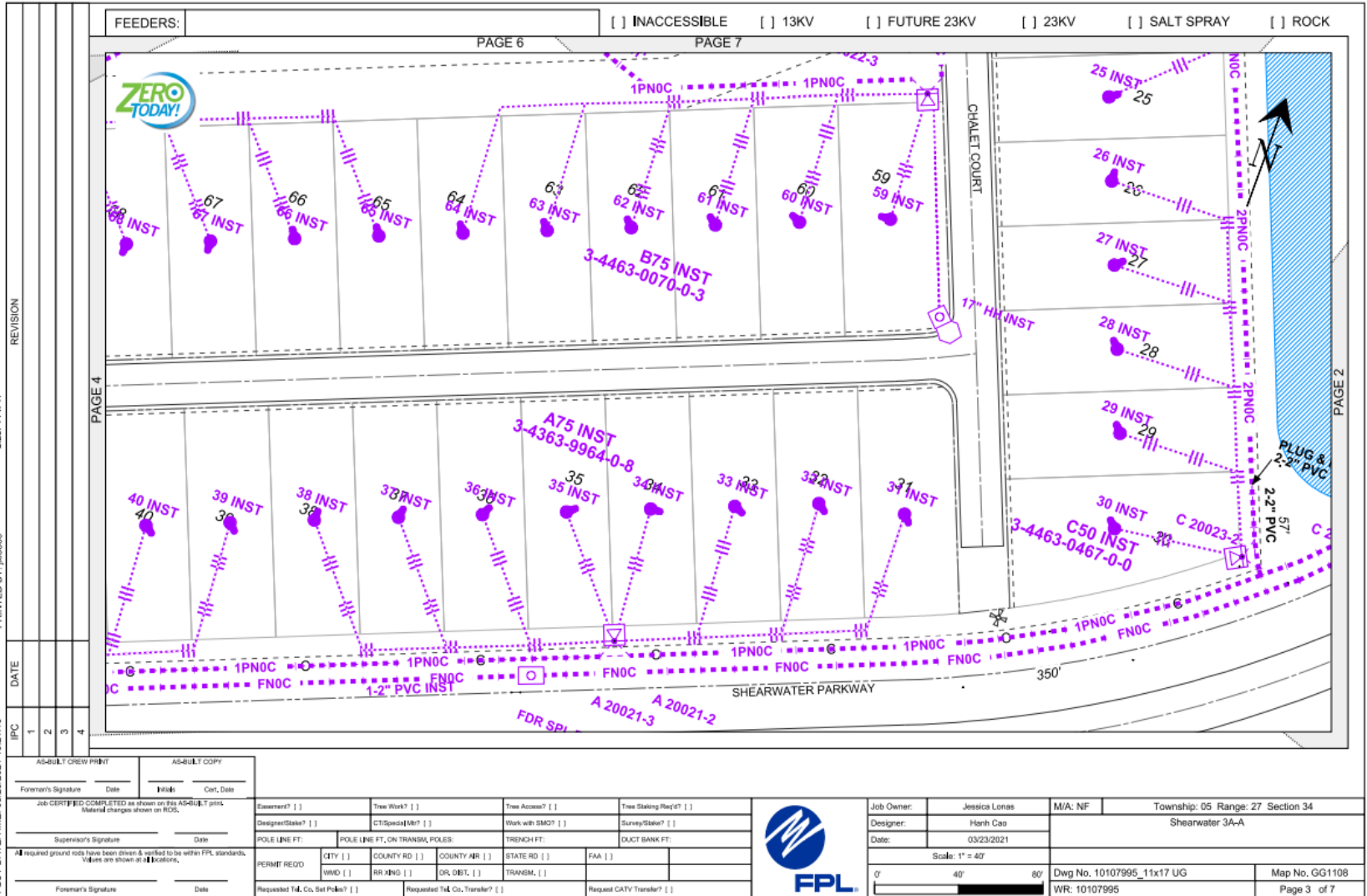
REVISION

IPC	DATE	DESCRIPTION
1		
2		
3		
4		

Assessment? []	Tree Work? []	Tree Access? []	Tree Staking Req? []
Designer/Station? []	CTS/Spec/Map? []	Work with SMO? []	Survey/Station? []
POLE LINE FT:	POLE LINE FT, ON TRANSM. POLES	TRENCH FT:	DUCT BANK FT:
PERMIT REQD	CITY [] COUNTY RD [] COUNTY A/R [] STATE RD [] FAA []		
Requested Tol, Co, Set Poles? []	Requested Tol, Co, Transfer? []	Requested CATV Transfer? []	

Job Owner:	Jessica Lomas	M/A: NF	Township: 05 Range: 27 Section 34
Designer:	Hanh Cao		Shearwater 3A-A
Date:	03/23/2021		
Scale:	1" = 232'		
Sheet:	232' of 464'	Dwg No. 10107995_11x17 UG	Map No. GG1108
		WR: 10107995	Page 1 of 7

Exhibit A



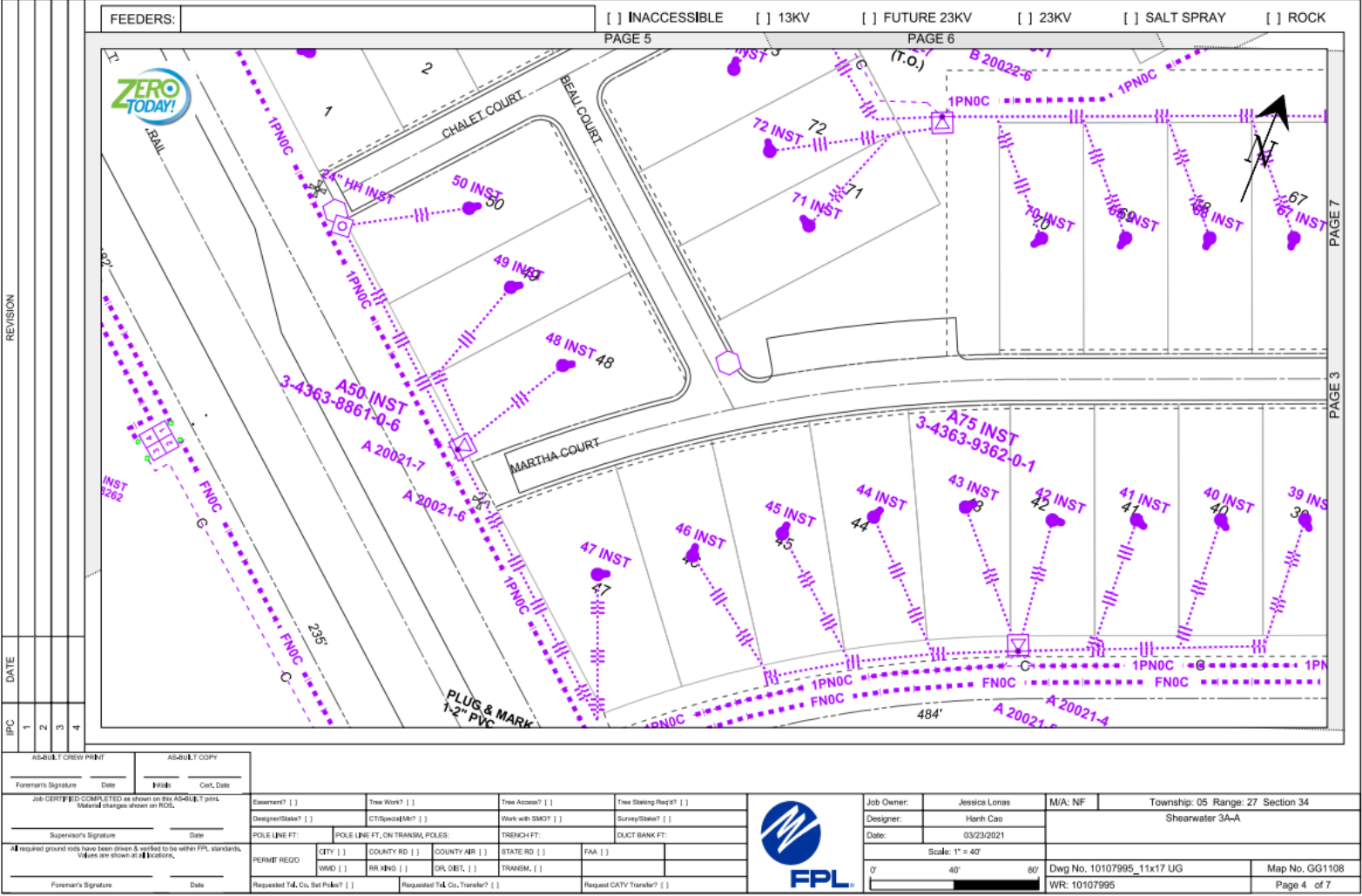
REVISION
 DATE
 1
 2
 3
 4
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 Size: 11 x 17
 PLOT DATE/TIME: 03/23/2021 15:21:18

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on R.O.S.			
Supervisor's Signature	Date		
Foreman's Signature	Date		

Examiner? []	Tree Work? []	Tree Access? []	Tree Staking Req? []
Designated? []	CTI/Spec? []	Work with SM? []	Survey/State? []
PERMIT REQ? []	POLE LINE FT. ON TRANS. POLES:		
CITY []	COUNTY RD []	COUNTY A/R []	STATE RD []
WIND []	RUNNING []	DR. DET. []	TRANSM. []
Requested Tol. Co. Set Poles? []	Requested Tol. Co. Transfer? []	Request CATV Transfer? []	



Job Owner:	Jessica Lonas	M/A: NF	Township: 05 Range: 27 Section 34
Designer:	Hanh Cao	Shearwater 3A-A	
Date:	03/23/2021		
Scale: 1" = 40'			
0'	40'	80'	Dwg No. 10107995_11x17 UG
WR: 10107995			Map No. GG1108
Page 3 of 7			



FEEDERS:	PAGE 5	PAGE 6	PAGE 7
[] INACCESSIBLE	[] 13KV	[] FUTURE 23KV	[] 23KV
[] SALT SPRAY	[] ROCK		

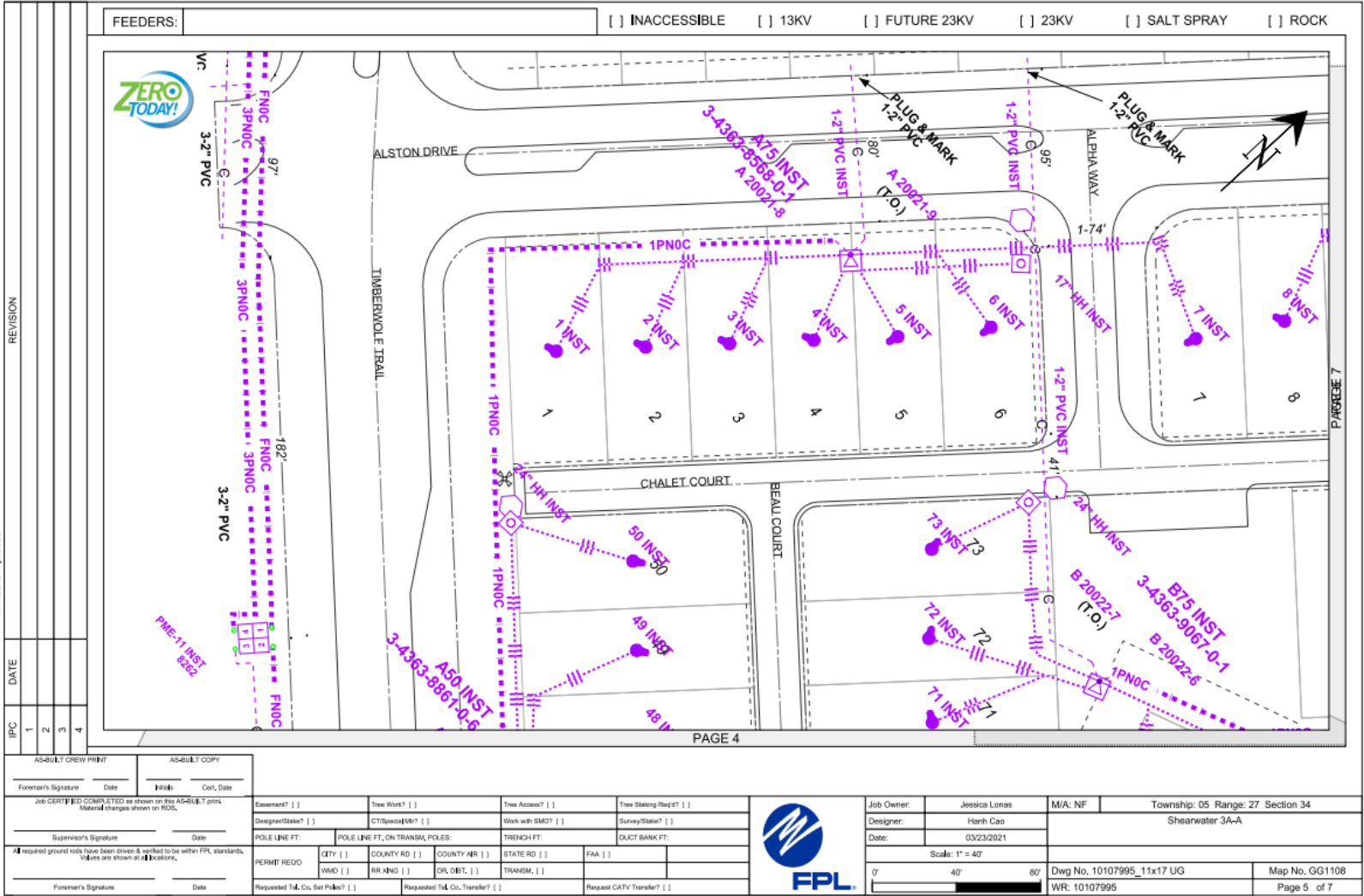
REVISION	DATE	IPC

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature _____	Date _____	Initials _____	Crew Date _____

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Mutual changes shown on R/O's.			
Easement? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []
Design/State? []	CT/Spec'd/Mkt? []	Work with SMO? []	Survey/State? []
POLE LINE FT:	POLE LINE FT, ON TRANSAL POLES:	TRENCH FT:	DUCT BANK FT:
CITY []	COUNTY RD []	COUNTY HR []	STATE RD []
PERMIT REQD:	RR RING []	DRL DBIT []	TRANSM. []
Requested Td, Co, Set Poles? []	Requested Td, Co, Transfer? []	Requested CATY Transfer? []	



Job Owner:	Jessica Lones	M/A: NF	Township: 05 Range: 27 Section 34
Designer:	Hanh Cao	Shearwater 3A-A	
Date:	03/23/2021		
Scale: 1" = 40'			
Dwg No. 10107995_11x17 UG		Map No. GG1108	
WR: 10107995		Page 4 of 7	



FEEDERS: INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY ROCK

REVISION

IPC	DATE
1	
2	
3	
4	

AS-BUILT CREW PRINT AS-BUILT COPY

Foreman's Signature _____ Date _____ Mile _____ Cert. Date _____

Supervisor's Signature _____ Date _____

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on R.O.S.

Request ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature _____ Date _____

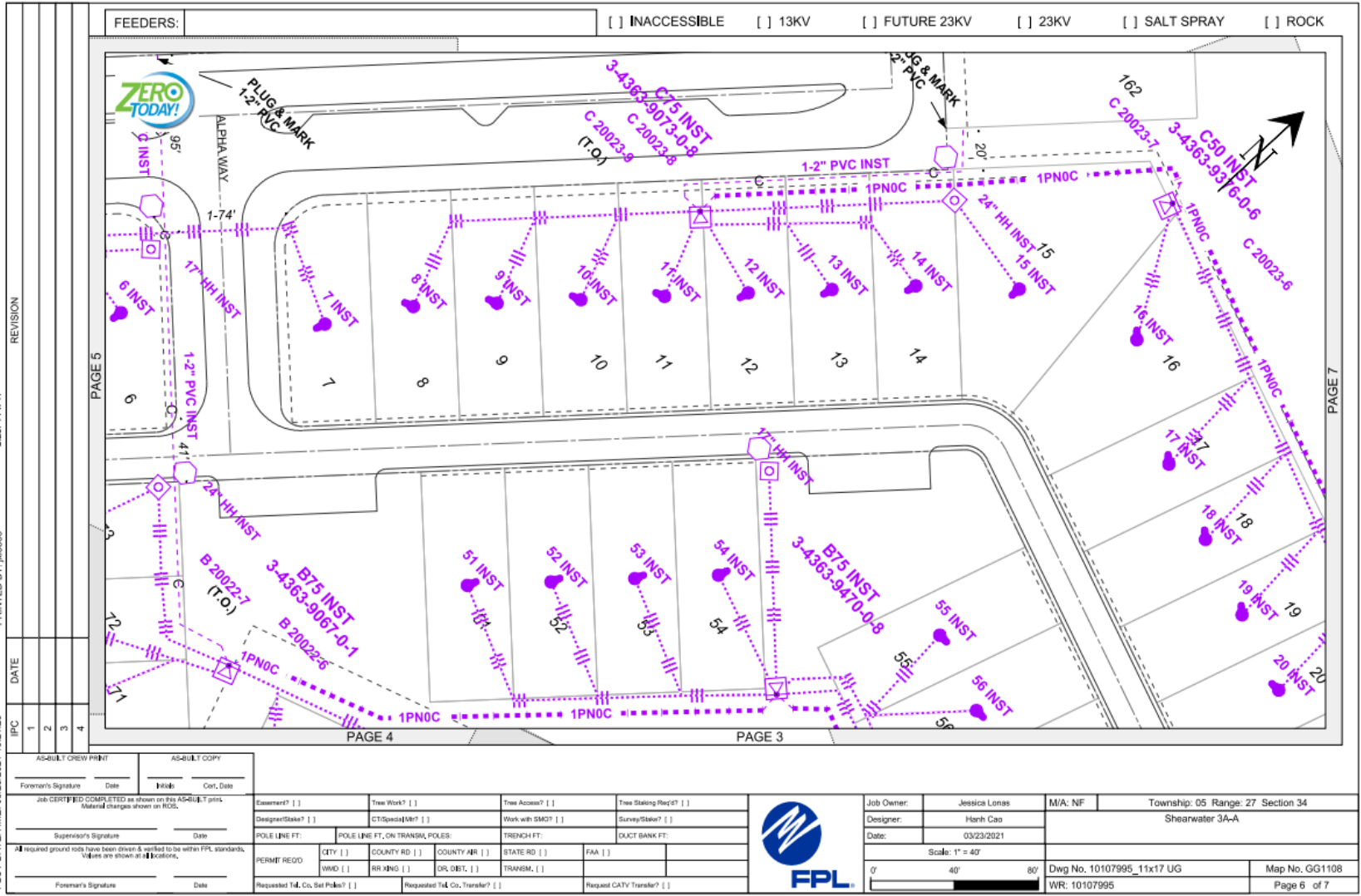
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Designer:	Hanh Cao	Shearwater 3A-A	
Date:	03/23/2021		
Scale: 1" = 40'			
0'	40'	80'	Dwg No. 10107995_11x17 UG
		WR: 10107995	Map No. GG1108
			Page 5 of 7

PAGE 4

PAGE 7



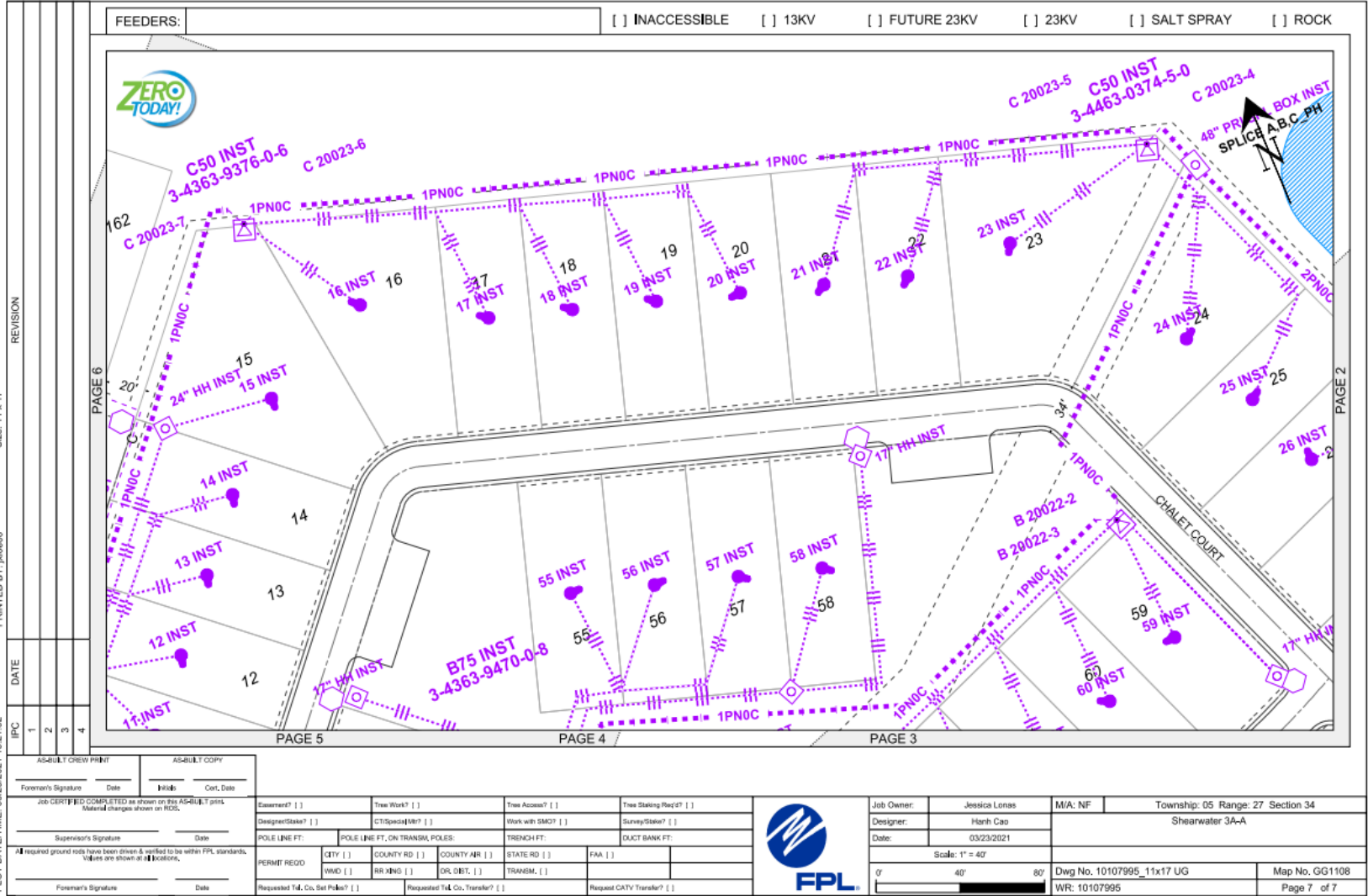
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 REVISION
 DATE
 IPC
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 2
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 4

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on R.O.S.			
Supervisor's Signature	Date		
<input checked="" type="checkbox"/> Required ground rods have been drawn & verified to be within FPL standards. Values are shown at all locations.			
Foreman's Signature	Date		

Estimator? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []
Design/State? []	CT/Speed/AM? []	Work with SM2? []	Survey/State? []
POLE LINE FT.	POLE LINE FT. ON TRANSFL POLES:	TRENCH FT.	DUCT BANK FT.
CITY []	COUNTY RD []	COUNTY A/R []	STATE RD []
PERMITS REQ'D	WIND []	RR/ONG []	ORL/DET. []
Requested Tol. Co. Set Poles? []	Requested Tol. Co. Transfer? []	Request CATV Transfer? []	



Job Owner:	Jessica Lonas	M/A: NF	Township: 05 Range: 27 Section 34
Designer:	Hanh Cao	Shearwater 3A-A	
Date:	03/23/2021		
Scale: 1" = 40'			
0'	40'	80'	
Dwg No.	10107995_11x17 UG	Map No.	GG1108
WR:	10107995	Page 6 of 7	



PLOT DATE/TIME: 03/23/2021 15:21:32
 PRINTED BY: j00680
 Size: 11 x 17
 REVISION
 DATE
 IFC
 1
 2
 3
 4

AS-BUILT Crew Print		AS-BUILT Copy	
Foreman's Signature	Date	Initials	Cert. Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS.			
Supervisor's Signature	Date		
* Required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.			
Foreman's Signature	Date		

Assessment? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []
Designer/Stake? []	CT/Spec'd MR? []	Work with SMO? []	Survey/Stake? []
POLE LINE FT:	POLE LINE FT, ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQD:	CITY [] COUNTY RD [] COUNTY AIR [] STATE RD [] FMA []	WMO [] RR XING [] OPL. OBT. [] TRANSM. []	
Requested Tol. Co. Set Poles? []	Requested Tol. Co. Transler? []	Requested CATV Transler? []	



Job Owner:	Jessica Lones	M/A: NF	Township: 05 Range: 27 Section 34
Designer:	Hanh Cao	Shearwater 3A-A	
Date:	03/23/2021		
Scale: 1" = 40'			
0'	40'	80'	
Dwg No.	10107995_11x17 UG	Map No.	GG1108
WR:	10107995	Page 7 of 7	

Exhibit B

Proposal



10477 New Kings Road
Jacksonville, FL 32219
State Certified Electrical Contractors
EC 0000411
(904) 765-1622

We hereby submit specifications and estimates for:

Proposal Submitted To: Trout Creek CDD		Phone: 904-203-8812	Date: 6-2-2021
Street: 322 Paseo Reyes Drive		Job Name: Primary Conduit System	
City, State & zip Saint Augustine, Florida 32095		Location Shearwater 3A - Parkway	
Architect: FPL	Date of Plans:	Attention: Mike McCollum mkm@freeholdcommunities.com	Cell Number: 904-460-6789

Labor to install Primary Conduit per FPL Plan & Specifications.

Job will consist of the following:

- 3 – Feeder Coffin Installations.**
- 2 – Feeder Splice Box Installations.**
- 4 – Switch Chamber Installations.**
- 1 – Three Phase DELTA Transformer Pad Installation.**

**Approximately 3,700' of 6" and 10,900' of 2" PVC Conduit Installed in
Approximately 3,700' of Ditch.**

Adkins Electric will not be responsible for Final Grade, Surveying, dewatering or Directional Borings.

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of Twenty-Seven Thousand Eight Hundred & 00/100 Dollars ----- (\$27,800.00)

Tab 11

**AGREEMENT FOR INSTALLATION OF ELECTRICAL SERVICES BETWEEN THE
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND
ADKINS ELECTRIC, INC.
[PHASE 3A STREET LIGHTING]**

This Agreement (“Agreement”) is made and entered into this **25th** day of **August**, 2021, by and between:

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

ADKINS ELECTRIC, INC., a Florida corporation, with a mailing address of 10477 New Kings Road, Jacksonville, Florida 32219 (“Contractor”, together with District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the District desires to retain an independent contractor to provide certain electrical installation services within the areas located within the District known as Phase 3A in accordance with the specifications and/or drawings attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Contractor represents that it is capable of providing the services as identified in *Contractor’s Proposal*, dated June 14, 2021, attached hereto as **Exhibit A** and incorporated herein by reference (“Work”), 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. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DUTIES. District agrees to use Contractor to provide the Work in accordance with the terms of this Agreement. Contractor shall provide electrical conduit installation services, as described in **Exhibit A**. The Work shall include any effort specifically

required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Work and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. 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. Contractor hereby agrees to comply with all applicable laws, rules, and regulations. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE. The District shall pay Contractor a total of One Hundred Fifty One Thousand Dollars (\$151,000.00) for the Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Payments shall be made as follows: 10% upon execution of this Agreement and the balance due upon completion of the Project. Approval of Contractor's Payment Application for the balance outstanding upon completion under this Agreement ("Final Payment Application"), shall be approved by the District upon the following conditions being satisfied: i) District Engineer's certification that the Work is satisfactorily complete; ii) completion of any applicable punchlist items; iii) assignment of any warranties on material or equipment installed; iv) final waivers/releases of lien from all vendors, subcontractors and materialmen which have provided labor and /or materials for performance of the services necessary to complete the Work which shall accompany Contractor's final Payment Application; v) completion of any required as-built plans; and vi) execution of a wavier and release of lien. The District shall provide payment within forty-five (45) days of receipt of invoices.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties, if any, for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Work. If any of the materials or Work are found to be defective, deficient or not in accordance with the Agreement, 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 landowner's within the District.

SECTION 5. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(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.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The 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.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the 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 6. 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 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES, AND REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

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

SECTION 10. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 13. PERMITS AND LICENSES. All permits and licenses necessary for the performance of this Agreement shall be obtained and paid for by the Contractor.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover

all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. 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 Parties.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

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

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

B. If to the Contractor: Adkins Electric, Inc.
10477 New Kings Road
Jacksonville, Florida 32219
Attn: Steve Vandever

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 Notices 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 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Melissa Dobbins (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the 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 the Contractor, the 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*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270, MDOBBINS@RIZZETTA.COM, OR AT 2806 NORTH FIFTH STREET, UNIT 403, ST. AUGUSTINE, FLORIDA 32084.

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. 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.

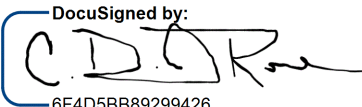
SECTION 28. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation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

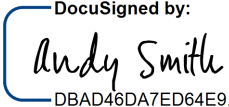
SECTION 29. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

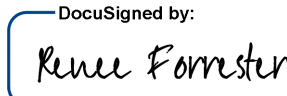
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

Attest:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

6F4D5BB89299426...
Secretary

DocuSigned by:

DBAD46DA7ED64E9...
Chairperson, Board of Supervisors

DocuSigned by:

8F5C64F4DF4B4B9...
(Signature of Witness)

ADKINS ELECTRIC, INC.



DocuSigned by:

086A184A559C460...
By: _____
Print: _____
Its: _____

Exhibit A: Scope of Work

Exhibit A

Proposal		Page 1 of 1
 <p>Adkins ELECTRIC, INC. Jacksonville, FL 32219 State Certified Electrical Contractors: EC 411</p>		(904) 634-4224 (904) 345-3186 FAX
PROPOSAL SUBMITTED TO Trout Creek CDD	PHONE 904-449-2883	DATE 6/14/2021
STREET 2806 N. 5 th St. Suite 403	JOB NAME Shearwater Phase 3A-A	
CITY, STATE AND ZIP CODE St. Augustine, FL 32084	JOB LOCATION Shearwater Pkwy.	
ARCHITECT	DATE OF PLANS	ATTN: David Roan
		FAX PHONE
We hereby submit specifications and estimates for:		
<p>Material and labor for the following.</p> <ul style="list-style-type: none"> ➤ (9) Hydrel 4620 accent lights @ \$868.73 each ----- \$7,818.53. ➤ (9) Sternburg 1527 light fixtures and (9) Hapco light poles @ \$8,841.78 each ----- \$79,576.37. ➤ ➤ Material and labor to install power to accent lights and power poles --- \$51,772.48. ➤ Conduit, wire and connections for (2) 100 amp services with lighting controls with (1) Intermatic timer for (2) services ----- \$1,152.62. ➤ Total ditch footage ----- 5,568 LF. ➤ Auger truck to set poles ----- \$1,280.00. ➤ Electrical permits ----- \$400.00. ➤ Manufacture price increase for the fixtures \$9,000.00 <p align="center">•Grand total \$151,000</p> <p align="center">Exclusions Any directional boring.</p>		
WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of One Hundred Fifty One Thousand Dollars and 00/100..... \$ 151,000.00		
Payment to be made as follows: <p align="center">Net 30 Days</p>		

**AUDIENCE COMMENTS
AND SUPERVISOR
REQUESTS**

ADJOURNMENT