



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
December 15, 2021**

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

www.troutcreekcdd.org

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

Board of Supervisors

Andy Smith	Chairman
David Roane	Vice Chairman
Michael Gruber	Assistant Secretary
Frank Murphy	Assistant Secretary
Ryan Stone	Assistant Secretary

District Manager

Associate District Manager

Melissa Dobbins	Rizzetta & Company, Inc.
Carol Brown	Rizzetta & Company, Inc.

District Counsel

Katie Buchanan	Kutak Rock LLP
Jonathan Johnson	Kutak Rock LLP

District Engineer

Brad Davis	Prosser Inc.
Matt Melchiori	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

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Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
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December 8, 2021

Board of Supervisors
Trout Creek Community
Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **December 15, 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' Regular Meeting held on October 2021.....Tab 1
 - B. Ratification of Operations and Maintenance Expenditures for September 2021 and October 2021.....Tab 2
 - C. Ratification of Requisitions:.....Tab 3
 - 1.) Account Series 2018, CUS 172-176
 - 2.) Account Series 2020, CUS 18-25
 - D. Construction Activity Report, Period Ending October 2021.....Tab 4
 - E. Consideration of Resolution 2022-03, Redesignating Assistant Secretary.....Tab 5
4. **STAFF REPORTS**
 - A. District Counsel
 - 1.) Legislative update on Wastewater and Stormwater Needs Analysis.....Tab 6
 - B. District Engineer
 - 1.) Prosser Rate Increases effective January 1, 2022.....Tab 7
 - C. Construction Administrator
 - D. Community Director
 - 1.) CCMC Management Report (*Under Separate Cover*)
 - 2.) Charles Aquatic Service Report, November 2021.....Tab 8
 - E. District Manager
 - 1.) Rizzetta & Company Management Report (*Under Separate Cover*)
 - 2.) Acceptance of Technology Services Contractual Assignment.....Tab 9
5. **BUSINESS ITEMS**
 - A. Public Hearing on Kayak Outpost Amenity Center Rates
 - 1.) Consideration of Resolution 2022-04, Adopting Kayak Outpost Amenity Rates (*Under Separate Cover*)
 - B. Consideration of Resolution 2022-05, Adopting Amended Prompt Payment Policies.....Tab 10

- C. Consideration of Vak Pak Equipment Maintenance Renewal Agreement.....Tab 11
- D. Consideration of Jani-King Proposal(s).....Tab 12
 - 1.) Outpost Cleaning Service
 - 2.) Amendment to Maintenance Agreement Cleaning Schedule
- E. Consideration of Community Garden Proposal.....Tab 13
- F. Consideration of Staff Spending Policy
- 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.

Yours kindly,

Carol L. Brown

Carol L. Brown, LCAM
 Associate District Manager
 Trout Creek Community Development District

CALL TO ORDER / ROLL CALL

**AUDIENCE COMMENTS
ON AGENDA ITEMS**

BUSINESS ADMINISTRATION

Tab 1

MINUTES OF MEETING

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

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Trout Creek Community Development District was held on **Wednesday, October 20, 2021, at 3:00 p.m.**, at the Kayak Club located at 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

Andy Smith	Board Supervisor, Chair
Michael Gruber	Board Supervisor, Assistant Secretary
Frank Murphy	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
Joe Cook	Senior Vice President, CCMS
Matt Melchiori	District Engineer, Prosser Inc.

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Brown called the meeting to order at 3:06 p.m.

SECOND ORDER OF BUSINESS

Public Comments on Agenda Items

Audience commented on staff.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Special
Meeting held on September 15, 2021**

<p>On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved Minutes of the Board of Supervisors' Special Meeting held on September 15, 2021, for Trout Creek Community Development District.</p>

FOURTH ORDER OF BUSINESS

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

On a motion by Mr. Smith, seconded by Mr. Stone, with all in favor, the Board of Supervisors' ratified the Operation and Maintenance Expenditures for August 2021 in the amount of \$208,006.63 for Trout Creek Community Development District.

FIFTH ORDER OF BUSINESS

**Ratification of Capital Improvement,
Account Series 2018, CUS 166-171,
Account Series 2020, CUS 15-17**

On a motion by Mr. Smith, seconded by Mr. Murphy, with all in favor, the Board of Supervisors' ratified the Capital Improvement, Account Series 2018, CUS 166-171, and Account Series 2020, CUS 15-17 for Trout Creek Community Development District.

SIXTH ORDER OF BUSINESS

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

Report presented under Tab 4 of the agenda.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Buchanan informed the Board that she and her associates are transitioning from Hopping, Green & Sams to Kutak Rock LLP. She requested the Board approve the transition of legal counsel to the new firm and stated that all the current terms of the agreement would remain the same.

On a motion by Mr. Stone, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved the transition of legal services from Hopping, Green & Sams to Kutak Rock LLP, with all current terms of the agreement remaining the same, for Trout Creek Community Development District.

B. District Engineer

Mr. Melchiori updated the Board that he confirmed with the county and state that the intersection at Shearwater Parkway and Pine Island meet standards. Staff shared with the Board that they are exploring safety options. Discussion ensued.

- C. Construction Administrator
Mr. McCollum addressed the Board and requested the acceptance of Ratification of Vallencourt, Change Order #1, for 3B & 3C Civil Site Construction Services and the Ratification of Besch & Smith, Change Order #3, for Phase 3 Civil Site Construction Services. Both items were an original design change.

EIGHTH ORDER OF BUSINESS

Ratification of Vallencourt, Change Order #1, for 3B & 3C Civil Site Construction Services and the Ratification of Besch & Smith, Change Order #3, for Phase 3 Civil Site Construction Services

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' ratified the Vallencourt, Change Order #1, for 3B & 3C Civil Site Construction Services, in the amount of \$130,616.06 and Besch & Smith, Change Order #3, for Phase 3 Civil Site Construction Services, in the amount of \$9,373.92, for Trout Creek Community Development District.

- D. Amenity and Maintenance
No report present.
- 1.) Discussion of Bollard Removal on Golf Cart Path from North Creek entrance to Pine Tree Lane.

The Chari informed staff that the bollards do not have lights. Discussion ensued. Board decision is to keep the bollards in place.
 - 2.) Discussion of Modification of Tennis Court to Accommodate Pickleball

Tabled. Staff is to bring proposals for next meeting.
- E. District Manager
Ms. Brown presented and reviewed the monthly Manager's Report (Exhibit A)
- 1.) Charles Aquatics Inc., Service Report: September 2021 found under tab 6.

Mr. Brown updated the Board that at the last meeting an audience member expressed concerns regarding these ponds. Prior to Mr. Copeland's departure, he confirmed ponds 7B and 10C have been treated twice and the algae growth has decreased.

NINETH ORDER OF BUSINESS

**Consideration of Resolution 2022-01,
Opportunity to be Heard**

On a motion by Mr. Smith, seconded by Mr. Stone, with all in favor, the Board of Supervisors' adopted as amended Resolution 2022-01, Opportunity to be Heard for Trout Creek Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2022-02,
Setting Public Hearing on Kayak
Outpost Rental Rates**

Ms. Buchanan explained to the Board the process of setting a Public Hearing to set the rental rates for the Kayak Outpost. She suggested holding the Public Hearing at the December meeting with a deposit rate at \$250.00 and a rental rate at \$100.00. She suggested the Board establish higher rental fees than what they plan to impose. This will prevent the need for future Public Hearings to increase the rental rates. Exhibit A will be attached to the Resolution stating the Kayak Outpost Rental Rates.

The Chairman stated for clarification that the area for rent is only to include the four walls of the Kayak Outpost.

On a motion by Mr. Smith, seconded by Mr. Stone, with all in favor, the Board of Supervisors' adopted, as amended Resolution 2022-02, Setting Public Hearing on Kayak Outpost Rental Rates for December 15, 2021 at 3 pm, with the deposit rate at \$250.00 and the rental rate at \$100.00, for Trout Creek Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Kayak Outpost
Policies**

Tabled

TWELFTH ORDER OF BUSINESS

Consideration of Extending Gym Hours

On a motion by Mr. Smith, seconded by Mr. Murphy, with all in favor, the Board of Supervisors' approved extending the gym hours by 1 hour in the evening, with new hours from 10 am to 11 pm, for Trout Creek Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Ratification of VerdeGo Proposal for
Landscape Maintenance Agreement
for Phase 3A**

On a motion by Mr. Smith, seconded by Mr. Gruber, by majority vote, with Mr. Murphy opposed, the Board of Supervisors' ratified the VerdeGo Proposal for Landscape Maintenance Agreement for Phase 3A, in the amount of \$19,405.24, for Trout Creek

Community Development District.

FOURTEENTH ORDER OF BUSINESS

Ratification of Electrical Installation Services Agreement with Adkins Electric, Inc., for Phase 3A Primary Conduit System and Electrical Installation Services Agreement with Adkins Electric, Inc., for Phase 3A Street Light

On a motion by Mr. Smith, seconded by Mr. Murphy, with all in favor, the Board of Supervisors' ratified the Electrical Installation Services Agreement with Adkins Electric, Inc., for Phase 3A Primary Conduit System, in the amount of \$151,000.00 and Electrical Installation Services Agreement with Adkins Electric, Inc., for Phase 3A Street Light, in the amount of \$27,800.00, for Trout Creek Community Development District.

FIFTHTEENTH ORDER OF BUSINESS

AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

Supervisor Requests:

Supervisor asked Mr. Cook, with CCMC, what is the current on-site staffing situation. The Chairman reviewed Mr. Copeland's staff team history and that the new Community Manager will need to adhere to, which includes a Community Manager, Lifestyle Director, two Maintenance and two Community Ambassadors. Mr. Cook confirmed staff positions and will be looking more at the staffing model.

Mr. Cook confirmed the new Community Manager starts tomorrow. His name is Robert Stone. The Chairman asked Mr. Cook to confirm Mr. Stone is not related to Supervisor Stone. Mr. Cook did confirm no relation and provided his work experience.

Audience comments:

Comments included traffic pattern, crosswalk safety, speeding, landscaping, weeds, construction traffic, construction entrance, maintenance / janitorial concerns, parking shortage at Outpost, parking line stripping, addition of signs, garbage can at Outpost, pool heated, adding a second pool, focus groups, AT&T boxes missing covers, adding solar lights at dog park, golf cart enforcement, social media, and HOA meetings.

Chairman responded and requested District Engineer to look at flashing crosswalk and roundabout signals, landscaper is in process of adding more pinestraw, requested audience to send email to staff to inform District where holes are located on property, staff need to make a list of the AT&T boxes needing covers and / or repair, redirecting construction traffic, construction access is in the works of being added, residents need to contact the St. Johns County Sheriffs Department and report speeding.

In addition, Chair asked if the Shearwater Stream being sent, community communication needs improvement, garbage cans for Outpost have been ordered and waiting for delivery, stripping for parking spacing is coming, staff can look at costs for pool heating which includes the heater, gas usage and cover, focus groups for specific issues, staff can look

at dog park solar lights, golf cart registration is not enforceable, Reserve Study has been completed, annual HOA meeting getting finalized, the CDD does not own a basketball court.

Ms. Buchanan explained the bond process, operation and maintenance expenses and the budget process for adding an amenity.

SIXTEENTH ORDER OF BUSINESS

ADJOURNMENT

<p>On a motion by Mr. Smith, seconded by Mr. Stone, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 4:57 p.m. for Trout Creek Community Development District.</p>

Secretary /Assistant Secretary

Chairman / Vice Chairman

Exhibit A



UPCOMING DATES TO REMEMBER

- **Next Meeting:** November 17, 2021 at 3 PM
- **FY 2020-2021 Audit Completion Deadline:** April 30, 2022
- **Next Election (Seats 1 & 2):** November 8, 2022
- **Series 2015 Bond Maturity Date:** May 1, 2045
- **Series 2018 Bond Maturity Date:** May 1, 2049
- **Series 2020 Bond Maturity Date:** May 1, 2051

District
Manager's
Report

October 20

2021

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<u>FINANCIAL SUMMARY</u>	<u>08/31/2021</u>
General Fund Cash & Investment Balance:	\$278,677
Reserve Fund Cash & Investment Balance:	---
Total Fund Balance YTD Actual:	\$278,677
Total Expenditure YTD Variance:	\$144,348 Under Budget

Updates: We are working with counsel in the execution of fiscal year 2021 / 2022 formal agreements, obtaining updated Certificate of Insurance documents from district vendors, the quarterly website ADA audit is completed and in compliance, and the district has received payment from the lightning claim in the amount of \$19,939.76.

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 September 2021

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

The total items being presented: **\$149,463.15**

Approval of Expenditures:

_____ Chairperson
_____ Vice Chairperson
_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
████████████████████	003471	SJSO21CAD172274	Deputy Patrol 08/27/21	\$ 120.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003475	43298014	Pest Control 08/21	\$ 110.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003508	43543646	Rodent Service 09/21	\$ 176.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003508	43641316	Pest Control 09/21	\$ 110.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003508	43641322	Commercial Pest Control 09/21	\$ 90.00
AT&T	003469	151561791 - 08/21	Acct # 151561791 - 08/21	\$ 16.05
AT&T	003469	299942543 08/21	Acct # 299942543 08/21	\$ 16.05
AT&T Communications System	003467	904 230-0008 001 0564 08/21	Monthly Telephone Service 08/21	\$ 403.20
AT&T Communications System	003468	904 230-0054 001 0562 08/21	904 230-0054 001 0562 08/21	\$ 403.20
Atlantic Companies, Inc.	003470	215294	Add Entry Software to Computer 08/21	\$ 485.00
Atlantic Companies, Inc.	003470	215300	Key Fobs 08/21	\$ 500.00
Capital Consultants Management Corporation	003490	TCD-09012021	Amenity Management Services 09/21	\$ 14,649.60
Charles Aquatics, Inc.	003491	43367	Aquatic Maintenance 09/21	\$ 1,561.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles David Roane	003498	DR091521	Board of Supervisors Meeting 09/15/21	\$ 200.00
Colden Company, Inc.	003492	14157	IT Services & Mileage Reimbursement - 06/21	\$ 605.00
Colden Company, Inc.	003472	14398	IT Services & Mileage Reimbursement - 08/21	\$ 2,934.03
Critter Control Operations, Inc.	003465	2259858	Monthly Pest Control - 08/21	\$ 116.00
Critter Control Operations, Inc.	003501	2307757	Monthly Pest Control - 09/21	\$ 116.00
██████████	003493	SJSO21CAD184074	Deputy Patrol 09/11/21	\$ 120.00
██████████	003503	SJSO21CAD189767	Deputy Patrol 09/18/21	\$ 120.00
██████████	003483	SJSO21CAD177501	Deputy Patrol 09/03/21	\$ 120.00
Eason Enterprises, Inc. dba Southeast Fitness Repair	003500	15844	Repair to Fitness Equipment 08/21	\$ 660.00
Egis Insurance Advisors, LLC	003504	14651	Liability/Prop/PO Insurance Down Payment 10/01/21-10/01/22	\$ 5,157.50
Egis Insurance Advisors, LLC	003504	14652	Additional Insurance Turtle Sculpture 10/01/21-10/01/22	\$ 42.00
First Coast Franchising dba Jani-King of Jacksonville	003474	JAK08210717	Cleaning Service 08/21	\$ 265.64
Florida Department of Revenue	003473	65-8017062725-9 Sales and Use Tax	Sales and Use Tax 07/21	\$ 283.11

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 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	003505	65-8017062725-9	Sales and Use Tax 08/21	\$ 96.03
FPL	2021091521-1	FPL Summary 08/21	FPL Summary 08/21	\$ 7,449.14
Jacksonville Electric Authority	2021091521-2	9634626977 08/21	Water-Sewer Combination Services 08/21	\$ 22,304.91
██████████	003460	SJSO21CAD167060	Deputy Patrol 08/20/21	\$ 120.00
Massey Services, Inc.	003461	44739375	Pest Control Service 08/21	\$ 65.00
Massey Services, Inc.	003507	45119726	Pest Control Service 09/21	\$ 65.00
████████████████████	003486	SJSO21CAD178483	Deputy Patrol 09/04/21	\$ 120.00
County Sheriff's Office	003495	MG091521	Board of Supervisors Meeting 09/15/21	\$ 200.00
Michael T. Gruber	003476	SJSO21CAD173033	Deputy Patrol 08/28/21	\$ 120.00
██████████	003481	3032	Website ADA Compliance 09/21	\$ 300.00
Newagetutors LLC DBA VGlobal Tech	003481	3033	Website ADA Compliance Quarterly 09/21	\$ 400.00
Newagetutors LLC DBA VGlobal Tech	003484	211011457499 09/21	182 Kyak Way 09/21	\$ 35.13
Peoples Gas System	003484	221008207849 09/21	2105 Shearwater Pkwy 09/21	\$ 49.59

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures


September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Poolsure	003463	131295601801	Monthly Pool Chemicals 09/21	\$ 2,350.00
Prestige Landscapes of North Florida, Inc.	003485	0024	Irrigation Repair 09/21	\$ 580.00
Prestige Landscapes of North Florida, Inc.	003485	2136	Landscape Maintenance 09/21	\$ 1,896.00
Prosser, Inc.	003497	46727	Engineering Services 08/21	\$ 1,395.00
Rizzetta & Company, Inc.	003477	INV0000061107	District Management Fees 09/21	\$ 4,065.34
Rizzetta Technology Services, LLC	003478	INV0000007881	Email & Website Hosting Services 09/21	\$ 145.00
Ryan Scott Stone	003499	RS091521	Board of Supervisors Meeting 09/15/21	\$ 200.00
SouthStar Energy Services LLC dba Florida Natural Gas	003506	524452ES	Natural Gas 08/21	\$ 13.46
Swank Motion Pictures, Inc.	003464	063021	Movie Night 07/02/21	\$ 435.00
	003494	SJSO21CAD183362	Deputy Patrol 09/10/21	\$ 120.00
The St. Augustine Record Dept 1261	003462	0003371074-01 08/11/21	Acct#15626 Legal Advertising 08/11/21	\$ 139.12
The St. Augustine Record Dept 1261	003496	0003374006-01 09/01/21	Acct#15626 Legal Advertising 09/01/21	\$ 89.75
VerdeGo LLC	003502	5302B	Landscape Maintenance 08/21	\$ 24,832.44

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
VerdeGo LLC	003479	6178	Irrigation Repair 08/21	\$ 625.00
VerdeGo LLC	003502	6302C	Landscape Maintenance Phase 2D 08/21	\$ 3,067.36
VerdeGo LLC	003502	6352B	Landscape Maintenance 09/21	\$ 24,832.44
VerdeGo LLC	003502	6352C	Landscape Maintenance Phase 2D 09/21	\$ 3,067.36
Vesta Property Services, Inc.	003487	389072	Lifeguard and Supervisor Hours 08/21	\$ 18,668.02
Vexacor Supply Group, LLC	003488	A-211458	Cafe Supplies 09/21	\$ 269.68
Vexacor Supply Group, LLC	003480	TW300580	Cafe Supplies 09/21	\$ 150.00
	003466	SJSO21CAD167866	Deputy Patrol 08/21/21	\$ 120.00
Wellbeats, Inc.	003509	EPIV00000042767	WBC-PLUS Content Period 05/01/21	\$ 249.00
Wellbeats, Inc.	003489	EPIV00000048801	WBC-PLUS Content Period 09/01/21	\$ 249.00
Whitney Myers	003482	082121	Art-Z-Faces Endless Summer 08/21	<u>\$ 1,200.00</u>
Report Total				<u>\$ 149,463.15</u>

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 October 2021

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

The total items being presented: **\$80,400.26**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Arrow Exterminators Inc., dba Nader's Pest Raiders	3530	43692592	Termite Coverage- Kayak Club 10/21	\$ 115.00
AT&T Communications System	3510	151561791 - 09/21	Acct # 151561791 - 09/21	\$ 16.05
AT&T Communications System	3511	299942543 3/7	Acct # 299942543 09/21	\$ 16.05
AT&T Communications System	3512	904 230-0008 001 0564 09/21	Monthly Telephone Service 09/21	\$ 403.20
AT&T Communications System	3513	904 230-0054 001 0562 09/21	904 230-0054 001 0562 09/21	\$ 403.20
Bounce It Out Party Rentals, Inc d.b.a Bounce It Out Events	3525	101521	Fright Night Balance 10/21	\$ 1,465.50
	3532	SJSO21CAD205304	Deputy Patrol 10/08/21	\$ 120.00
Capital Consultants Management Corporation	3542	TCD-10012021	Amenity Management Services 10/21	\$ 9,457.04
Charles Aquatics, Inc.	3543	43465	Bi-Monthly Cleaning of Fountains & Columns in Pond 1 10/21	\$ 400.00
Charles Aquatics, Inc.	3543	43607	Aquatic Maintenance 10/21	\$ 1,561.00
Colden Company, Inc.	3514	14471	Quarterly PBX Hosting Billing 10/21- 12/21	\$ 940.80

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Colden Company, Inc.	3514	14497	IT Services & Mileage Reimbursement - 09/21	\$ 271.62
Critter Control Operations, Inc.	3537	2353752	Monthly Pest Control -10/21	\$ 116.00
CX3, Inc. dba Sundancer Sign Graphics	3536	2614	Street Signs 07/20	\$ 1,290.00
CX3, Inc. dba Sundancer Sign Graphics	3548	2679	Street Signs 09/20	\$ 1,680.00
CX3, Inc. dba Sundancer Sign Graphics	3548	2874	Street Signs 03/21	\$ 2,755.00
CX3, Inc. dba Sundancer Sign Graphics	3536	2938	Street Signs 04/21	\$ 250.00
CX3, Inc. dba Sundancer Sign Graphics	3536	2998	Street Signs 06/21	\$ 3,000.00
CX3, Inc. dba Sundancer Sign Graphics	3536	3032	Street Signs 06/21	\$ 900.00
CX3, Inc. dba Sundancer Sign Graphics	3536	3033	Street Signs 06/21	\$ 875.00
CX3, Inc. dba Sundancer Sign Graphics	3548	3169	Street Signs 10/21	\$ 459.00
CX3, Inc. dba Sundancer Sign Graphics	3536	3172	Street Signs 10/21	\$ 1,320.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Coast Franchising dba Jani-King of Jacksonville	3515	JAK09210682	Cleaning Service 09/21	\$ 2,922.00
First Coast Franchising dba Jani-King of Jacksonville	3523	JAK10210473	Cleaning Service 10/21	\$ 2,922.00
Frank Murphy	3545	FM102021	Board of Supervisors Meeting 10/20/21	\$ 200.00
IPFS Corporation	3527	GAA-B75447 Pymt 1 of 11	GAA-B75447 Pymt 1 of 11	\$ 4,373.43
██████████	3522	SJSO21CAD199787	Deputy Patrol 10/01/21	\$ 120.00
██████████	3521	SJSO21CAD200650	Deputy Patrol 10/02/21	\$ 120.00
██████████	3541	SJSO21CAD211837	Deputy Patrol 10/16/21	\$ 120.00
Joseph Paul dba PlayGrow	3534	INV0034	Playground Equipment Repair 07/21	\$ 3,200.00
M&G Holiday Lighting	3528	1677	Holiday Lighting Deposit	\$ 7,136.00
Michael T. Gruber	3544	MG102021	Board of Supervisors Meeting 10/20/21	\$ 200.00
██████████	3531	SJSO21CAD206081	Deputy Patrol 10/09/21	\$ 120.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Newagetutors LLC DBA VGlobal Tech	3540	3173	Website ADA Compliance 10/21	\$ 300.00
Peoples Gas System	3533	211011457499 10/21	182 Kyak Way 10/21	\$ 45.77
Poolsure	3516	131295602487	Monthly Pool Chemicals 10/21	\$ 2,350.00
Prestige Landscapes of North Florida, Inc.	3546	2172	Landscape Maintenance 10/21	\$ 1,896.00
Rizzetta & Company, Inc.	3517	INV0000061837	District Management Fees 10/21	\$ 4,146.59
Rizzetta & Company, Inc.	3535	INV0000062003	Assessment Roll Preparation FY 21/22	\$ 5,355.00
Rizzetta Technology Services, LLC	3518	INV0000007974	Email & Website Hosting Services 10/21	\$ 160.00
Ryan Scott Stone	3547	RS102021	Board of Supervisors Meeting 10/20/21	\$ 200.00
SouthStar Energy Services LLC dba Florida Natural Gas	3526	538981ES	Natural Gas 09/21	\$ 30.76
The St. Augustine Record Dept 1261	3529	84758 1/21	Acct#15626 Legal Advertising 01/21	\$ 336.57
The St. Augustine Record Dept 1261	3529	88113 1/7	Acct#15626 Legal Advertising 03/21	\$ 215.40

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The St. Augustine Record Dept 1261	3529	89913 4/21	Acct#15626 Legal Advertising 04/21	\$ 234.38
The St. Augustine Record Dept 1261	3529	93508 2/7	Acct#15626 Legal Advertising 06/21	\$ 116.68
The St. Augustine Record Dept 1261	3529	95229 1/3	Acct#15626 Legal Advertising 07/21	\$ 89.75
The St. Augustine Record Dept 1261	3529	0003380427-01 09/29/21	Acct#15626 Legal Advertising 09/29/21	\$ 116.68
VerdeGo LLC	3519	6374	Plant Replacement 09/21	\$ 364.19
VerdeGo LLC	3538	6444	Plant Replacement 09/21	\$ 3,200.00
Vesta Property Services, Inc.	3539	390414	Lifeguard and Supervisor Hours 09/21	\$ 7,005.92
Vexacor Supply Group, LLC	3520	A-212582	Water Filter Replacement 09/21	\$ 89.00
Vexacor Supply Group, LLC	3524	A-212650	Cafe Supplies 10/21	\$ 150.00
Vexacor Supply Group, LLC	3524	A-213786	Cafe Supplies 10/21	\$ 131.75
Vexacor Supply Group, LLC	3549	A-216216	Cafe Supplies 10/21	\$ 179.25

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

October 11, 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 172	C&H Marine	\$31,050.00
CUS 173	Prosser Inc.	\$35,509.72
CUS 174	Vallencourt Construction	\$27,725.15
CUS 175	Vallencourt Construction	\$56,827.30
CUS 176	Vallencourt Construction	\$15,624.52

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):

September 30, 2021

- (A) Requisition Number: **CUS 172**
- (B) Name of Payee: **C & H Marine Construction**
417 Stowe Ave.
Suite B
Orange Park, FL 32073
- (C) Amount Payable: **\$31,050.00**
- (D) **Inv # 4529**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

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

September 30, 2021

- (A) Requisition Number: **CUS 173**
- (B) Name of Payee: **Prosser, Inc.**
13901 Sutton Park Drive South, Suite 200
Jacksonville, FL 32224
- (C) Amount Payable: **\$35,509.72**
- (D) **Invoice # 46424 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: 
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):

September 30, 2021

- (A) Requisition Number: **CUS 174**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$27,725.15**
- (D) **Pay Application #7350-1 Project 1C**
- (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.

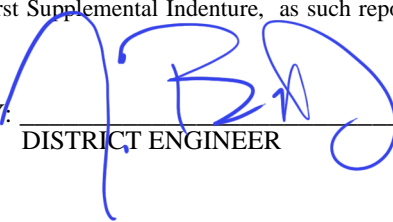
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

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):

September 30, 2021

- (A) Requisition Number: **CUS 175**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$56,827.30**
- (D) **Pay Application #7344-4 Project 2C Overlay**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

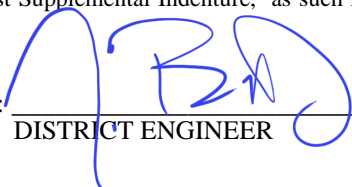
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: 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):

September 30, 2021

- (A) Requisition Number: **CUS 176**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$15,624.52**
- (D) **Pay Application #7345-4 Project 2D Overlay**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

October 11, 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 Southern Recreation should be sent overnight delivery via UPS**
- B) Southern Recreation check should be delivered by USPS.**

REQUISITION NO.	PAYEE	AMOUNT
CUS 18	Adkins Electric	\$27,800.00
CUS 19	Besch & Smith	\$233,217.20
CUS 20	Besch & Smith	\$368,602.41
CUS 21	Besch & Smith	\$69,786.08
CUS 22	Southern Recreation	\$2,839.00
CUS 23	Randy Suggs Landscaping	\$57,747.65
CUS 24	Vallencourt	\$180,284.37
CUS 25	Vallencourt	\$176,957.69

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):

September 30, 2021

- (A) Requisition Number: **CUS 18**
- (B) Name of Payee: **Adkins Electric, Inc.**
10477 New Kings Rd
Jacksonville, FL 32219
- (C) Amount Payable: **\$27,800.00**
- (D) **Invoice # H21423 for Conduit Install**
- (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):

September 30, 2021

- (A) Requisition Number: **CUS 19**
- (B) Name of Payee: **Besch and Smith Civil Group, Inc.
345 Cumberland Industrial Ct
St. Augustine, FL 32095**
- (C) Amount Payable: **\$233,217.20**
- (D) **Pay Application #12**
- (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 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):

September 30, 2021

- (A) Requisition Number: **CUS 20**
- (B) Name of Payee: **Besch and Smith Civil Group, Inc.**
345 Cumberland Industrial Ct
St. Augustine, FL 32095
- (C) Amount Payable: **\$368,602.41**
- (D) **Pay Application #13**
- (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**

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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):

September 30, 2021

- (A) Requisition Number: **CUS 21**
- (B) Name of Payee: **Besch and Smith Civil Group, Inc.**
345 Cumberland Industrial Ct
St. Augustine, FL 32095
- (C) Amount Payable: **\$69,786.08**
- (D) **Pay Application #14**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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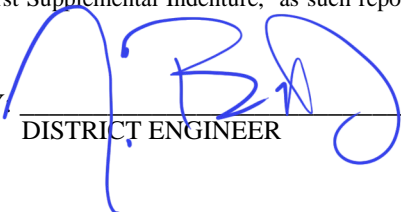
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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

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BY: 
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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September 30, 2021

- (A) Requisition Number: **CUS 22**
- (B) Name of Payee: **Southern Recreation**
4060 Edison Ave
Jacksonville, FL 32254
- (C) Amount Payable: **\$2,839.00**
- (D) **Invoice # 10073 Picnic Tables**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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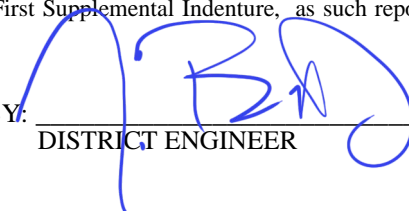
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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

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BY: 
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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September 30, 2021

- (A) Requisition Number: **CUS 23**
- (B) Name of Payee: **Randy Suggs Landscaping**
3403 Rock Springs Rd
Apopka, FL 32712
- (C) Amount Payable: **\$57,747.65**
- (D) **Pay Application #2 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.

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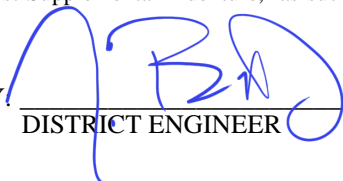
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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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

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BY: 
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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September 30, 2021

- (A) Requisition Number: **CUS 24**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$180,284.37**
- (D) **Pay App 7266-3**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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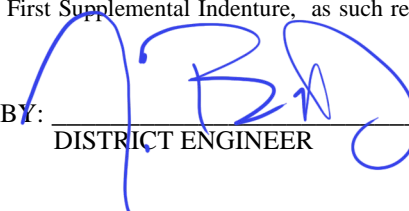
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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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BY: 
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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September 30, 2021

- (A) Requisition Number: **CUS 25**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$176,957.69**
- (D) **Pay App 7347-4**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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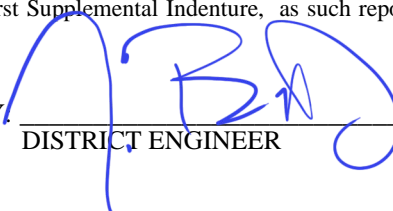
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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
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BY: 
DISTRICT ENGINEER

Tab 4

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

Construction & COI Account Activity Through October 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		(175.86)
		Total Inflows:	\$ 10,509,931.24

Outflows: Requisitions

Requisition Date	Requisition Number	Contractor	Amount	Status As of 10/31/21
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 October 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 October 31, 2021

Total COI & Requisitions:	(10,505,099.68)
Total Outflows:	<u>(10,505,099.69)</u>
Series 2018 Construction Fund Balance at October 31, 2021	<u>\$ 4,831.55</u>

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

Construction Custody Account Activity Through October 31, 2021

Inflows:	Developer Contribution	\$	11,948,791.47
	Due from Developer		(7,733.42)
	Transfer from S2015 Custody		31,074.97
	Total Inflows:	\$	11,972,133.02

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status as of 10/31/21
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

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

Construction Custody Account Activity Through October 31, 2021

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

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

Construction Custody Account Activity Through October 31, 2021

04/15/21	CUS 140	VOID	VOID	VOID
04/15/21	CUS141	Southern Recreation	(2,800.00)	AP
04/22/21	CUS142	Adkins Electric, Inc.	(11,450.00)	Cleared
04/22/21	CUS143	Hardscape Construction, Inc	(5,500.00)	Cleared
04/22/21	CUS144	Hopping Green & Sams	(2,192.50)	Cleared
04/22/21	CUS145	Kompan, Inc.	(25,316.41)	Cleared
04/22/21	CUS146	Prosser Inc.	(9,187.44)	Cleared
04/22/21	CUS147	Southern Recreation	(27,795.00)	Cleared
04/22/21	CUS148	The Stripe Zone	(650.00)	Cleared
05/26/21	CUS149	C&H Marine Construction	(62,100.00)	Cleared
05/26/21	CUS150	Hopping Green & Sams	(632.50)	Cleared
05/26/21	CUS151	O.R. Dicky Smith	(64,305.00)	Cleared
05/26/21	CUS152	Prosser Inc.	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)	Cleared
08/20/21	CUS 167	Hardscape Construction, Inc	(14,000.00)	Cleared
08/20/21	CUS 168	PBM Constructors	(109,484.00)	Cleared
08/20/21	CUS 169	Prosser Inc.	(13,617.23)	Cleared
08/20/21	CUS 170	Sunstate Nursery & Landscaping Inc	(5,137.05)	Cleared
08/20/21	CUS 171	Vallencourt Construction	(232,010.57)	Cleared
9/30/2021	CUS 172	C&H Marine Construction	(31,050.00)	Cleared
9/30/2021	CUS 173	Prosser	(35,509.72)	Cleared
9/30/2021	CUS 174	Vallencourt Construction	(27,725.15)	Cleared
9/30/2021	CUS 175	Vallencourt Construction	(56,827.30)	Cleared
9/30/2021	CUS 176	Vallencourt Construction	(15,624.52)	Cleared

Total Construction Requisitions: (11,972,133.02)

Total Requisitions: (11,972,133.02)

Retainage: -

Total Outflows: (11,972,133.02)

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

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

Construction Custody Account Activity Through October 31, 2021

Outstanding Contracts, net of retainage:	
Prosser	\$ 49,000.00
Pizzazz	3,924.60
Vallencourt Construction, Inc.	42,473.23
C&H Marine	31,050.00
Forever Lawn	5,274.00
Contract Sub Total	<u>131,721.83</u>
Committed Funds to be Provided by Developer	<u>\$ 126,890.28</u>

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

Construction & COI Account Activity Through October 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 10/31/21
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 October 31, 2021 \$ 15,151.85

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

Construction & COI Account Activity Through October 31, 2021

Inflows:	Developer Contribution	\$	4,354,903.53
	Due from Developer		483,672.86
	Total Inflows:		4,838,576.39

Outflows: Requisitions

Requisition Date	Requisition Number	Contractor	Amount	Status As of 10/31/21
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)	Cleared
8/20/2021	CUS 16	Randy Suggs Landscaping	(201,830.13)	Cleared
8/20/2021	CUS 17	Sundancer	(3,535.00)	Cleared
9/30/2021	CUS 18	Adkins Electric	(27,800.00)	Cleared
9/30/2021	CUS 19	Besch & Smith	(233,217.20)	Cleared
9/30/2021	CUS 20	Besch & Smith	(368,602.41)	Cleared
9/30/2021	CUS 21	Besch & Smith	(69,786.08)	Cleared
9/30/2021	CUS 22	Southern Recreation	(2,839.00)	Cleared
9/30/2021	CUS 23	Randy Suggs Landscaping	(57,747.65)	Cleared
9/30/2021	CUS 24	Vallencourt	(180,284.37)	Cleared
9/30/2021	CUS 25	Vallencourt	(176,957.69)	Cleared
		Total Requisitions:	(4,354,903.53)	

Total Requisitions:	(4,354,903.53)
Retainage:	(483,672.86)
Total Outflows:	(4,838,576.39)

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

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

Construction & COI Account Activity Through October 31, 2021

Outstanding Contracts, net of retainage:

Besch & Smith Civil Group	\$	1,031,796.13
Vallencourt		2,591,983.46
Randy Suggs Landscaping		475,051.80
Contract Sub Total		<u>4,098,831.39</u>

Committed Funds to be Provided by Developer \$ **4,098,831.39**

Tab 5

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Lesley Gallagher as an Assistant Secretary pursuant to Resolution 2016-02; and

WHEREAS, the Board now desires to re-designate the Assistant Secretary.

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

Section 1. _____
is hereby appointed as Assistant Secretary.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER 2021.

**THE TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

STAFF REPORTS

District Counsel

Tab 6

MEMORANDUM

TO: DISTRICT MANAGER

FROM: KUTAK ROCK LLP

RE: WASTEWATER AND STORMWATER NEEDS ANALYSIS

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under sections 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components; and
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

District Engineer

Tab 7



Creative Visionaries. Engineering Minds®

October 28, 2021

Melissa Dobbins
Trout Creek CDD
c/o Rizzetta & Company
2806 N. 5th Street, Suite 403
St. Augustine, FL 32084

RE: Prosser, Inc. 2021 Updated Rate Schedule

Dear Ms. Dobbins:

After analyzing our current rates with the Trout Creek CDD, which have been in effect since August 1, 2018, we have found it necessary to increase rates to our current standard professional rates. These adjustments are being made to accommodate increases in personnel costs and to enable us to serve Trout Creek CDD well by continuing to attract the most highly qualified professionals in our service areas. Please note that these new rates went into effect in May, 2021, however, due to our long-standing relationship with the Trout Creek CDD we have maintained the agreed upon rates as long as fiscally possible.

We appreciate the trust you have placed in Prosser and look forward to continuing to fulfill your design needs in the future. Please review the attached rates for presentation and approval at the next Board meeting, as we anticipate implementation of these rates beginning January 1, 2022.

If you have any questions or require additional information, please feel free to contact our office.

Sincerely,

PROSSER, INC.

Ryan P. Stilwell, PE

Enclosure: 2021 Rate Schedule



Creative Visionaries. Engineering Minds®

Hourly Rate Schedule

Effective May 17, 2021

Planning & Engineering

Principal	\$235
Project Director	\$200
Project Manager	\$175
Senior Engineer	\$170
Engineer	\$140
Senior Planner & Senior Landscape Architect	\$165
Planner & Landscape Architect	\$140
Senior Graphic Arts Director	\$165
Graphic Art Designer	\$120
Senior Designer	\$140
Designer	\$110
CADD Technician	\$ 95
Clerical	\$ 85
Administrative Support	\$ 85

Project & Business Services

Project Administrator	\$145
Sr. Project Researcher	\$140
Project Researcher	\$135
Sr. Public Relations Liaison	\$150
Technical Writer	\$105

Information Services

Programmer	\$140
Information Systems	\$140
GIS Programmer	\$150
GIS Analyst	\$130
GIS Technician	\$115

CEI/Construction Management Services

Resident Engineer	\$160
Construction Project Manager	\$150
Sr. Construction Inspector	\$105
Construction Inspector	\$ 95

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15



Hourly Rate Schedule

Effective August 1, 2018

Planning & Engineering

Principal	\$210
Project Director	\$185
Project Manager	\$160
Senior Engineer	\$150
Engineer	\$130
Senior Planner & Senior Landscape Architect	\$150
Planner & Landscape Architect	\$130
Senior Graphic Arts Director	\$150
Graphic Art Designer	\$110
Senior Designer	\$130
Designer	\$100
CADD Technician	\$85
Clerical	\$60
Administrative Support	\$85

Project & Business Services

Project Administrator	\$140
Sr. Project Researcher	\$135
Project Researcher	\$130
Sr. Public Relations Liaison	\$150
Technical Writer	\$100

Information Services

Programmer	\$135
Information Systems	\$135
GIS Programmer	\$135
GIS Analyst	\$130
GIS Technician	\$110

CEI/Construction Management Services

Resident Engineer	\$150
Construction Project Manager	\$140
Sr. Construction Inspector	\$ 95
Construction Inspector	\$ 85

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

Construction Administrator

Community Director

CCMC Management Report
(Under Separate Cover)

Tab 8



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: November 24, 2021

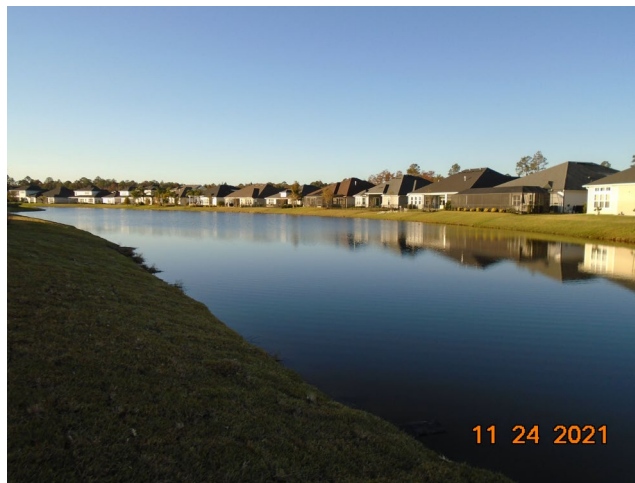
Biologist: Jim Charles

Client: Shearwater HOA

Waterways: Four ponds

Conditions: Sunny, 62 F and calm.

Pond 4: This pond was an 8 (good condition). Water level is normal.
Checked fish barrier.



Note: This is the designated access point to Pond 4. Hopefully the new homeowners will realize the easement between the two houses.



Pond 5a: This pond was a 7 (fair to good condition). Water level is normal.



Note: The homeowner has installed a fence in the designated easement.



Pond 5b: This pond was an 8 (good condition). Water level is normal.



Pond 5c: This pond was a 9 (very good condition). Water level is normal.



Jim Charles

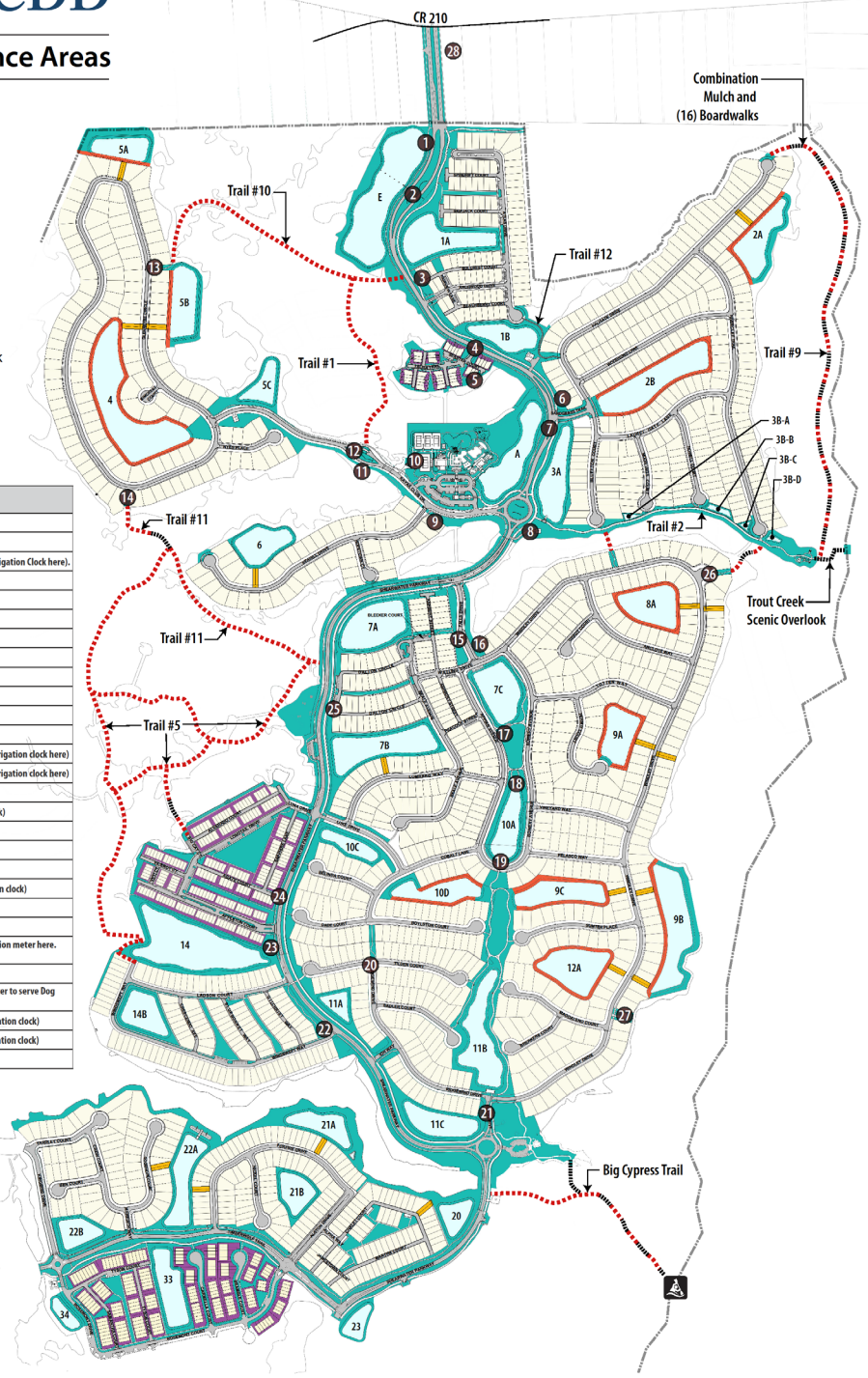
Trout Creek CDD

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, 1426 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



District Manager

Rizzetta Management Report
(Under Separate Cover)

Tab 9

**CONSENT TO ASSIGNMENT OF THE CONTRACT FOR
TECHNOOLOGY SERVICES BY
AND BETWEEN TROUT CREEK COMMUNITY DISTRICT AND
RIZZETTA TECHNOLOGY SERVICES, LLC TO
RIZZETTA & COMPANY**

THIS ASSIGNMENT AND AMENDMENT (“Assignment”) is made and entered into this 15th day of December, 2021 by and between, Rizzetta Technology Services, LLC. whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and Alta Lakes Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, whose address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain *Technology Services contract*, dated August 6, 2019, respectively, (the “**Agreement**”); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XX of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

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

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

4. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: Trout Creek CDD
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
PO Box 10230
Tallahassee, FL 32302
Attn: District Counsel

B. If to Assignee: Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: CDD Legal

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

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IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

Trout Creek Community Development District

By: _____

Print Name: _____

Its: Chairman or Vice Chairman

Assignor: Rizzetta Technology Services, LLC

By: _____

Print Name: William J. Rizzetta

Its: President

Assignee: Rizzetta & Company, Inc.

By: _____

Print Name: William J. Rizzetta

Its: President





Rizzetta Consolidation

Historically the services provided by Rizzetta have been provided by three legal entities: Rizzetta & Company, Rizzetta Amenity Services (RASI) and Rizzetta Technology Services (RTS). Each entity authored and administered its own contracts as well as individually maintained staff. In an effort to unify our service offerings and capitalize on the efficiencies gained with size, all three entities will consolidate under “Rizzetta & Company” (Rizzetta) effective January 1st, 2022. Below are answers to a few frequently asked questions regarding this change:

Q: Why is this change being made?

A: In our continued effort to streamline internal processes, reduce unnecessary paperwork, unify services provided to our communities, and promote overall better services for our clients, “RASI” and “RTS” will officially be integrated into Rizzetta & Company as of January 1st, 2022.

Q: What will “RASI” be known as after this date?

A: “RASI” will be “Rizzetta & Company” with its management chain residing in the Community Services Division.

Q: How will this change affect our communities?

A: There will be no changes to the services provided. Some communities may receive bills with both “RASI” and Rizzetta & Company as we make this transition. However, this impact will be minimal and temporary.

Q: How will our communities notice the change?

A: Communities receiving invoices from RASI, RTS and Rizzetta & Company will see fewer invoices. Historical RASI invoices for on-site staff will continue to be received at the same intervals (every other week) but will come from “Rizzetta & Company”. Communities that have been receiving invoices from RTS will see that invoice being included in the “Rizzetta & Company” invoiced received monthly.

Q: How will current team members of “RASI” be impacted by this change?

A: There will be no impact to employees of “RASI”. Payroll processing, labor, and leadership will remain the same through this process. Their checks will originate from Rizzetta & Company.



BUSINESS ITEMS

**Public Hearing on Kayak Outpost
Amenity Center Rates**

**Consideration of Resolution
2022-04, Adopting Kayak Outpost
Amenity Rates
(Under Separate Cover)**

**EXHIBIT A:
Kayak Outpost Rental Rates**

<u>Facility:</u>	<u>Deposit:</u>	<u>Patron Rate:</u>
Kayak Outpost Room	\$250.00	\$100 per hour

Tab 10

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of December 2021.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

December 15, 2021

Trout Creek Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Trout Creek Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with [§218.735](#) (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District when changes in data occur: info@rizzetta.com.

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**
_____ Community Development District
c/o [Rizzetta & Company, Inc.](#)
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager
2. **Email Address**
cddinvoice@rizzetta.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
2. **Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
3. **Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in [§218.735](#), Fla. Stat., for Construction Services, and [§218.76](#), Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section [218.735](#)(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, [§218.735](#) (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. ([§218.735](#) (9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. [§218.735\(9\)](#), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

Tab 11

Vak Pak Equipment Maintenance for the Shearwater/Trout Creek CDD Amenity Pool Equipment

This contract for Equipment Maintenance services between Trout Creek CDD located at 322 Paseo Reyes Dr St. Augustine, FL 21095 (hereafter referred to as "Client") and Vak Pak, Inc., located at 1824 Phoenix Ave, Jacksonville, FL 32206 (hereafter referred to as "Contractor") is made and entered into on December 5, 2021.

A: Period

This contract is valid for two years beginning December 5, 2021.

B: Scope

All Vak Pak, Inc. supplied equipment is included in the inspection.

C: Frequency

Under this agreement the contractor will provide routine inspections every 3 months and pre-approved repairs and replacement of parts on an as-needed basis. If a needed repair is deemed to be non-warranty, Vak Pak will submit a written quote for the repair for approval prior to doing the repair.

D: Services

Contractor agrees to provide the following services to Client:

1. The equipment supplied in the Vak Pak units will be inspected every 90 days (approximately) and a written summary of findings delivered to the Client representative within 3 working days of inspection excluding weekends and holidays.
2. The Contractor shall respond to diagnose issues per the Client's requests within 48 hours of receiving a request from Client.
3. Contractor shall ensure that all services that are provided under the terms of this agreement are to be performed by individuals with the appropriate technical knowledge to and diagnose equipment failures and effect repairs as needed.
4. Contractor will periodically inspect and perform preventative maintenance to normal wear items such as but not limited to: chemical feed equipment degradation, hoses and tubes degraded by normal use, chemical probes or other items that contractor deems as normal wear not exacerbated by improper care.

E: Payment

In payment for services provided by Contractor the Client agrees to the following:

1. Client agrees to pay the Contractor \$700.00 invoiced following each quarterly inspection (total \$2800.00 annually). This agreement will start with the payment of \$700.00 after the initial

Tab 12

Prepared for:



Service is our Mission. Clean is our Statement.

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

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

Every hour of every day, we strive to:

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



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

United States

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

Argentina

Australia

Brazil

Canada

France

Great Britain

Hong Kong

Korea

Malaysia

Mexico

New Zealand

Singapore

Spain

Taiwan

Turkey



COMMERCIAL CLEANING SERVICES

November 19, 2021

Trout Creek CDD | Shearwater/Outpost

Robert Stone

2105 Shearwater Parkway

St. Augustine, FL 32092

Dear Mr. Stone,

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

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

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

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

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

Please do not hesitate to contact me for any additional information needed in the assessment of our proposal. I can be reached at **(904) 909-1134**.

At your Service,

Tiannia Harrold

Franchise Owner | Legacy Concierge Services, LLC



The Jani-King Difference

Professional Certifications

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

Communication

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

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

Risk Management

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

Supporting our Veterans

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





Industry Leader

We are the Industry Leader

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

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

Some of Our Customers & Sponsorships



TIFFANY & Co.





Maintenance Agreement

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

1. PERFORMANCE OF SERVICES

- a. Performance of the services scheduled shall begin the 1st day of December, 2021.
- b. The services shall be performed at the following location: **2105 Shearwater Parkway, St. Augustine FL, 32092**
- c. The premises making up the working area under this Agreement will be known further in the Agreement as the "Named Areas", which are defined as: **Entrance/Social Area, & Restrooms.**
- d. Jani-King agrees to service the Named Areas as scheduled: **Three (3) Days per week (Monday, Wednesday, and Friday), between the hours of 6:00pm and 7:00am.**
- e. Jani-King agrees to furnish all equipment, tools and paraphernalia necessary to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached and made a part of this Agreement.

2. PAYMENT OF SERVICES

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

3. INDEPENDENT BUSINESS RELATIONSHIP

- a. It is agreed that Jani-King will select and designate all personnel to perform its obligations under this Agreement.
- b. It is agreed that Jani-King and any of its personnel are not, and shall not be employees of Client but are independent contractors; and in this regard, such Jani-King authorized personnel will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- c. Client agrees during the term of this Agreement and within one hundred and eighty (180) days after termination that it will not employ any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees during the term of this Agreement and within one hundred and eighty (180) days after termination it will not employ any employees, agents or representatives of Client without the express written consent of Client.

Customer Initials_____



Maintenance Agreement

4. TERM OF AGREEMENT

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

Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

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

Customer Initials_____



Cleaning Schedule

AREAS / TASKS	DLY	WK	MO	QTR	YR
RESTROOMS					
Toilets and urinals: clean with a germicidal disinfectant	X				
Sinks: clean with a non-abrasive cleaner and disinfectant	X				
Doorknobs/push plates: clean with a germicidal disinfectant	X				
Bright metal parts of fixtures: polish	X				
Mirrors: clean and polish	X				
Trash containers: empty containers and replace liners (Liners to be furnished by Client)	X				
Hand towel and soap dispensers: clean and replenish	X				
Walls: spot clean to remove soap splashes, fingerprints/smudges	X				
Partition walls: spot clean with a detergent disinfectant solution Partition tops: dust	X				
Hard floors: sweep then mop with a detergent disinfectant solution	X				
Tile walls and partitions: clean and disinfect		X			
Ceiling vents and ledges that can be reached from the floor: dust		X			
Hard floors: scrub with a detergent disinfectant solution and rinse thoroughly			X		
Floor drains: add water and enzymes			X		
Re-stock any paper products as required. (Paper products to be furnished by Client)	X				
COMMON AREAS					
Trash containers: empty containers and replace liners as needed (Liners to be furnished by Client)	X				
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X				
Small carpet stains (2" diameter max): spot clean	X				
Hard floors: dust mop or sweep	X				
Hard floors: spot mop spills and stains	X				
Glass partitions and doors: spot clean to remove fingerprints/smudges	X				
Entryway metal and glass: spot clean to remove fingerprints/smudges	X				
Entrance mats: vacuum (carpet) or sweep (rubber/vinyl)	X				
Wall surfaces around light switches: spot clean	X				
Water fountains: clean with a disinfectant solution, then polish	X				
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X			
Hard floors: damp mop with neutral cleaner		X			
Wall-hung pictures: dust and straighten		X			
Baseboards and low vents: dust		X			
Glass partitions and doors: thoroughly clean on both sides		X			
Entryway metal and glass: thoroughly clean		X			
Ceiling vents and ledges that can be reached from the floor: dust			X		
Upholstered furniture: vacuum			X		
Ledges and handrails: dust			X		

Customer Initials _____



Cleaning Schedule

AREAS / TASKS	DLY	WK	MO	QTR	YR
KITCHENETTE					
Trash containers: empty containers and replace liners (Liners to be furnished by Client)	X				
Trash containers and adjacent wall surfaces: wipe with all-purpose cleaner	X				
Countertops and cabinets: wipe with all-purpose cleaner	X				
Sinks: wash with non-abrasive cleaner and disinfect	X				
Bright metal parts of fixtures: polish	X				
Microwave ovens: clean inside and out	X				
Tables and chairs: wipe with all-purpose cleaner	X				
Hard floors: sweep and damp mop with neutral cleaner	X				
Exterior surface of refrigerator/appliances: wipe with all-purpose cleaner	X				
Wall surfaces around light switches: spot clean		X			

Customer Initials_____



Agreement

CUSTOMER NAME & ADDRESS

Trout Creek CDD
Robert Stone
2105 Shearwater Parkway
St. Augustine, FL 32092

JANI-KING NAME & ADDRESS

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

FREQUENCY / DESCRIPTION	MONTHLY CONTRACT AMOUNT
3 days per Week; Mon, Wed, Fri; between the hours of 6:00pm and 7:00am	\$540.00 (plus tax)

CUSTOMER**JANI-KING**

Signature of Authorized Representative

Tiannia Harrold

Signature of Authorized Representative

Print Name, Title

Tiannia Harrold, Franchisee

Print Name, Title

Date

11/19/2021

Date

Robert Stone

(904) 342-3735

Account Payable Contact

Account Payable Phone Number

100 Kayak Way

rstone@myshearwater.com

Billing Address

Account Payable Email Address

St. Augustine, FL 32092

City, State ZIP



AMENDMENT TO MAINTENANCE AGREEMENT

CLIENT: _____

CONTACT: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

OWNER: _____

ORIGINAL CONTRACT DATE: _____

ACCOUNT #: _____

NEW PRICE: _____ per _____

CHECK CLEANING DAY

OLD PRICE: _____ per _____

M T W TH F SA SU

AMOUNT: _____ per _____

AGREEMENT IS AMENDED AS FOLLOWS: (attach copy of revised cleaning shcedule)

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

EFFECTIVE DATE: _____

CLIENT:

JANI-KING:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Date: _____

Date: _____

TAB 13

December 6, 2021

Mr. Andrew Smith
Trout Creek CDD
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

RE: Proposal for Ongoing Support of Shearwater's Community Garden
St. Johns County, Florida

Greetings, Shearwater team!

We are proud to continue to support Shearwater by providing a solid framework and ongoing support for its garden operation and engagement with residents.

Please find the following Proposal for Ongoing Support of Shearwater's Community Garden for your review and consideration. Based on our understanding and work-to-date, this Proposal contemplates the full needs of the garden. The Scope of Work includes the following elements:

1. Quality Assurance
2. Ongoing Support
3. Community Engagement / Resident Education
4. Continuity / Longevity of Agrihood Amenities

The timeframe for the below Scope of Work is October 2022 - October 2023.

1. **Quality Assurance** - Maintain standards for aesthetics, customer service, production and cohesive teams, ensuring consistency and high quality at the Shearwater Community Garden.
2. **Ongoing Support**
 - a. **Site Visits** to provide in person support are strategically scheduled during important transitions in the growing season for utmost impact (run up to season, start of season, high season, end of season).
 - i. October 2022
 - ii. January 2023
 - iii. April 2023
 - iv. August 2023

- b. **Point of contact** for community manager, lifestyle director and landscape company implementing agricultural amenities
- c. **Troubleshooting** and problem solving for production factors and challenges with residents.
- d. **Emergencies** - we are available to be on site for emergencies (abrupt change of staff, hurricane damage, etc).

3. Community Engagement / Resident Education

a. Videos

- i. (4) Instructional Videos - garden how-to's, recipes, etc.

b. Social Media

- i. Manage a Private Garden Facebook Group for residents to answer questions and keep them engaged.

c. Print

- i. Activity books for kids
 - 1. (1) Garden Activity Book
- ii. Recipe Cards
 - 1. (10) Farmer's Favorite Recipe Cards

d. Special Events

- i. (4) In Person/Virtual workshops

4. Continuity / Longevity of Shearwater's Agrihood Amenity

a. Develop:

- i. Operations Manual
- ii. Month by month maintenance calendar

Professional Fees

- Fixed monthly fee of \$1,100 (\$13,200 for 12 months)
- Anticipate the rate increasing 3% annually

Reimbursable Expenses

- Reimbursable expenses (Travel, Meals and Lodging) will not exceed \$5,500 for the 12 month period.

Schedule

Work will be completed within reasonable timeframes established with the Trout Creek CDD staff.

Authorization

A signed copy of this Proposal will constitute our Agreement and authorize T&C to begin work. We appreciate the opportunity to work together.

Clarence Eldridge III & Carmen Franz Date

Trout Creek CDD Date

Consideration of Staff Spending and Debit Card Policy

**AUDIENCE COMMENTS
AND SUPERVISOR
REQUESTS**

ADJOURNMENT