



Rizzetta & Company

# Trout Creek Community Development District

---

**Board of Supervisors' Meeting  
September 21, 2022**

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

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

<b>Board of Supervisors</b>	Andy Smith David Roane Michael Gruber Frank Murphy Ryan Stone	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Melissa Dobbins	Rizzetta & Company, Inc.
<b>District Counsel</b>	Katie Buchanan	Kutak Rock LLP
<b>District Engineer</b>	Brad Davis Matt Melchiori	Prosser Inc. Prosser Inc.

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

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

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

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

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors  
Trout Creek Community  
Development District

September 14, 2022

## AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **September 21, 2022 at 3:00 p.m.** located at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

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 August 17, 2022.....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for July 2022.....Tab 2
  - C. Ratification of Requisitions:.....Tab 3
    - 1.) Custody Account Series 2020; 79-81
  - D. Construction Activity Report, Period Ending July 2022.....Tab 4
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer.....Tab 5
    - 1.) Update on Retaining Wall Repair
    - 2.) Update on Tree Remediation and Proposal(s)
  - C. Construction Administrator
  - D. Landscape Manager.....Tab 6
    - 1.) Prestige Landscapes of North Florida, Inc. Management Report, dated August 2022
    - 2.) VerdeGo Landscape Management Report, dated August 2022
  - E. Community Director.....Tab 7
    - 1.) CCMC Management Report, dated September 19, 2022
    - 2.) Charles Aquatics Inc. Service Report, dated August 31, 2022
  - F. District Manager.....Tab 8
    - 1.) Ratification of Acceptance of Fourth Addendum to Professional District Services Agreement
5. **BUSINESS ITEMS**
  - A. Update on the Amendment to CCMC Agreement
  - B. Consideration of Amendment to Charles Aquatics Agreement..... Tab 9
  - C. Consideration of Amendment to Jani-King Agreement.....Tab 10

- D. Consideration of Resolution 2022-19, Designating Date, Time & Location of FY 22-23 Meetings.....Tab 11
- E. Consideration of Fiscal Year 22-23 District Insurance Policy  
*(Under Separate Cover)*

- 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,

*Melissa Dobbins*

District Manager

# **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 August 17, 2022, at 6:00 p.m. in the cafeteria of Timberlin Creek Elementary School, 555 Pine Tree Lane, St. Augustine, FL 32092.

Present and constituting a quorum:

- Andrew Smith Board Supervisor, Chairman
David Roane Board Supervisor, Vice Chairman
Michael Gruber Board Supervisor, Assistant Secretary
Frank Murphy Board Supervisor, Assistant Secretary
Ryan Stone Board Supervisor, Assistant Secretary

Also present were:

- Carol Brown District Manager, Rizzetta & Co., Inc.
Melissa Dobbins District Manager, Rizzetta & Co., Inc.
Katie Buchanan District Counsel, Kutak Rock, LLP
Mike McCollum Developer, Freehold Capital Management
Matt Melchiori District Engineer, Prosser Inc.
Joe Cook Vice President, CCMC
Kristine Spirt Vice President, CCMC
Barry Jaskewich Community Director, CCMC
Wanda Gartman Assistant Community Director, CCMC
Scott Settlemires VerdeGo Landscape
Bruno Perez VerdeGo Landscape

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Brown called the meeting to order at 6:08 p.m.

SECOND ORDER OF BUSINESS

Audience Comments
Agenda Items

Audience commented on landscape, construction administration, VerdeGo contract and district management procedures.

49  
50 Board moved to Agenda Item 5A.

51  
52 **THIRD ORDER OF BUSINESS**

**Public Hearing on Uniform  
Method of Collection**

53  
54  
55 Ms. Buchanan gave a review of the Public Hearing on Uniform Method of Collection and  
56 the Resolution.

57  

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' Opened the Public Hearing for Approving the Utilization of the Uniform Method of Collection, for Trout Creek Community Development District.

58  
59 Audience members provided comment during Public Hearing.

60  

On a motion by Mr. Smith, seconded by Mr. Gruber, with all unanimously in favor, the Board of Supervisors' Closed the Public Hearing for Approving the Utilization of the Uniform Method of Collection, for Trout Creek Community Development District.

61  
62 **1.) Consideration of Resolution 2022-15, Approving the Utilization of the**  
63 **Uniform Method of Collection**

64  

On a motion by Mr. Smith, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors' Adopted Resolution 2022-15, Approving the Utilization of the Uniform Method of Collection, for Trout Creek Community Development District.

65  
66 **FOURTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year  
2022-2023 Final Budget and  
Imposing Special Assessments**

67  
68  
69  
70 Ms. Buchanan provided an explanation of the Public Hearing that would include both the  
71 Fiscal Year 2022-2023 Final Budget and Imposing Special Assessments.

72  
73 Ms. Brown reviewed the updated Proposed Budget for the Board and audience.

74  
75 Mr. Smith provided additional comments on the Public Hearing and Budget Adoption  
76 process.

77  

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' Opened the Public Hearing for Fiscal Year 2022-2023 Final Budget, for Trout Creek Community Development District.

78  
79 Audience members provided comments during Public Hearing.

80  
81  
82

83  
84  
85

On a motion by Mr. Smith, seconded by Mr. Murphy, with all unanimously in favor, the Board of Supervisors' Closed the Public Hearing for Fiscal Year 2022-2023 Final Budget, for Trout Creek Community Development District.

86  
87  
88  
89

**1.) Consideration of Resolution 2022-16, Approving Fiscal Year 2022-2023 Final Budget**

90  
91  
92  
93  
94  
95  
96  
97  
98  
99

The Board directed Staff to amend the following budget lines: Off-Duty Deputy / Security to \$35,000; Utility – Reclaimed Water to \$325,000; Landscape & Irrigation Maintenance to \$475,000; Irrigation Repairs to \$20,000; Landscape Replacement Plants, Shrubs, Trees - \$23,644; Miscellaneous Expense - \$20,000; Street Light Decorative Light Maintenance to \$0; Amenity Staffing Contract to \$260,000; Postage to \$200; Fitness Equipment Leasing to \$0; Fitness Equipment Maintenance / Repairs to \$10,000; Security System Monitoring & Maintenance to \$1,500; Uniforms to \$1,000; Café Materials to \$20,000; Dog Waste Station Supplies to 1,000; Community Gardens Maintenance & Supplies to \$7,500; Contingency to \$0 and Capital Improvements to \$50,000.

On a motion by Mr. Smith, seconded by Mr. Gruber, with all unanimously in favor, the Board of Supervisors' Adopted, as amended, as discussed, Resolution 2022-16, Approving Fiscal Year 2022-2023 Final Budget, for Trout Creek Community Development District.

100  
101  
102  
103  
104  
105  
106  
107

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-17, Imposing Special Assessments**

Ms. Brown informed the Board that a revision was made to the previously circulated Resolution on the direct bill assessment section. (Exhibit A)

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' Adopted, as amended, Resolution 2022-17, Imposing Special Assessments, for Trout Creek Community Development District.

108  
109  
110  
111  
112  
113  
114

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-18, Authorizing, Confirming and Approving the Acceptance of Dedication Property and Improvements**

On a motion by Mr. Smith, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors' Adopted, Resolution 2022-18, Authorizing, Confirming and Approving the Acceptance of Dedication Property and Improvements, for Trout Creek Community Development District.

115

116  
117  
118  
119  
120  
121  
122  
123  
124  
  
125  
126  
127  
128  
129  
  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
  
141  
142  
  
143  
144  
145  
146

**SEVENTH ORDER OF BUSINESS**

**Discussion of Temporary Construction and Access Agreement for Timberwolf Trail Easement**

Ms. Buchanan provided an explanation of agreement.

On a motion by Mr. Smith, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors' Approved the Temporary Construction and Access Agreement for Timberwolf Trail Easement, for Trout Creek Community Development District.

Ms. Buchanan presented to the Board, under separate cover, an Indemnification Agreement regarding Temporary Construction and Indemnification Agreement Access Easement and Drainage and Access Easement. (Exhibit B)

On a motion by Mr. Smith, seconded by Mr. Gruber, with all unanimously in favor, the Board of Supervisors' Approved the Indemnification Agreement regarding Temporary Construction and Indemnification Agreement Access Easement and Drainage and Access Easement, for Trout Creek Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Discussion on District Service Contract Procedures**

This item was requested by Mr. Murphy. After discussion Ms. Buchanan suggested to meet with Mr. Murphy to further review.

**NINETH ORDER OF BUSINESS**

**Ratification & Consideration of the Nadar's Termite Bond Agreements**

On a motion by Mr. Roane, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors' Ratified the Nadar's Termite Bond Agreement for 144 Kayak Way, with the initial cost of \$1,100.00 and annual renewal of \$549.00 for Trout Creek Community Development District.

On a motion by Mr. Smith, seconded by Mr. Gruber, with all unanimously in favor, the Board of Supervisors' Approved the Nadar's Termite Bond Agreement for 100 Kayak Way, with the initial cost of \$1,214 and annual renewal amount of \$607.00 and 182 Kayak Way, with initial cost of \$700.00 with annual renewal amount of \$155.00 for Trout Creek Community Development District.

Board moved to Agenda Item 3 A.

147  
148  
149  
150  
151  
152  
153  
154

**TENTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors' Special Meeting held on June 22, 2022**

On a motion by Mr. Stone, seconded by Mr. Smith, with all unanimously in favor, the Board of Supervisors' Approved the Minutes of the Board of Supervisors' Special Meeting held on June 22, 2022, for Trout Creek Community Development District.

155  
156  
157  
158  
159

**ELEVENTH ORDER OF BUSINESS**

**Ratification of the Operation and Maintenance Expenditures for June 2022**

On a motion by Mr. Smith, seconded by Mr. Murphy, with all unanimously in favor, the Board of Supervisors' Ratified the Operation and Maintenance Expenditure for June 2022, in the amount of \$140,601.57, for Trout Creek Community Development District.

160  
161  
162  
163  
164  
165

**TWELFTH ORDER OF BUSINESS**

**Ratification of Requisitions:**

- 1.) Account Series 2020; CUS 70-74
- 2.) Account Series 2020; CUS 75-78

On a motion by Mr. Smith, seconded by Mr. Gruber, with all unanimously in favor, the Board of Supervisors' Ratified the Requisitions for Account Series 2022; CUS 70-74 and Account Series 2020; CUS 75-78, for Trout Creek Community Development District.

166  
167  
168  
169  
170  
171

**THIRTEENTH ORDER OF BUSINESS**

**Construction Activity Report, Period Ending June 2022**

Construction Activity Report was presented to the Board and found under Tab 4.

172  
173  
174  
175  
176  
177

**FOURTEENTH ORDER OF BUSINESS**

**Acceptance of Financial Audit for September 30, 2021**

Ms. Brown presented the September 30, 2021 Financial Audit and noted it was a clean audit.

On a motion by Mr. Smith, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors' Accepted the Financial Audit for September 30, 2021, for Trout Creek Community Development District.

178  
179  
180  
181

182  
183  
184  
185  
186  
187

**FIFTEENTH ORDER OF BUSINESS**

**Acceptance of AMTEC Rebate Report for Series 2018, dated June 30, 2022**

On a motion by Mr. Smith, seconded by Mr. Gruber, with all unanimously in favor, the Board of Supervisors' Accepted the AMTEC Rebate Report for Series 2018, dated June 30, 2022, for Trout Creek Community Development District.

188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226

**SIXTEENTH ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel  
No report.
- B. District Engineer
  - 1.) Update on Retaining Wall Repair  
Matthews Design Group provided a Construction Observation Report to the Board, dated August 15, 2022. (Exhibit C)  
  
Mr. Murphy expressed concerns regarding report provided by Matthews Design Group and what caused of the retaining wall failure. Mr. McCollum informed the Board that Matthews Design Group will be providing the District with a formal report. Discussion ensued.
  - 2.) Update on Tree Remediation and Proposal(s)  
Tabled by Board.
- C. Construction Administrator  
No Report
- D. Landscape Managers
  - 1.) VerdeGo Landscape Report, date August 2022  
Mr. Stone expressed concerns to Staff regarding weeds under the mulch. Mr. Murphy noted that the Landscape Report identified the lack of nutrients in the soil.
- E. Community Director  
Mr. Jesewich present Community Director report under separate cover. (Exhibit D)
  - 1.) Charles Aquatics Report, date July 2022  
Report found under Tab 9.
- F. District Manager  
No Report

227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270

**SEVENTEENTH ORDER OF BUSINESS**

**AUDIENCE COMMENTS  
AND SUPERVISOR REQUESTS**

**Supervisor Requests:**

No Supervisor Request

**Audience Comments:**

Audience members commented on assessments and dog stations.

**EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Smith, seconded by Mr. Gruber, with all unanimously in favor, the Board adjourned the Board of Supervisors' Meeting at 9:07 PM, for Trout Creek Community Development District.

271  
272  
273  
274  
275  
276  
277  
278  
279  
280

---

Secretary /Assistant Secretary

---

Chairman / Vice Chairman

DRAFT

# **Exhibit A**

## RESOLUTION 2022-17

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"), attached hereto as **Exhibit "A,"** and

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

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

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

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

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

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

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

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

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

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

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

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

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2022; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule:

- i. **Operation and Maintenance:** 50% due no later than December 1, 2022, 25% due no later than February 1, 2023, and 25% due no later than May 1, 2023.
- ii. **Debt Service Assessments:** 70% due no later than April 1, 2023 and 30% due no later than August 1, 2023.

In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2022/2023, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

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

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

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this

Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

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

**PASSED AND ADOPTED THIS 17<sup>TH</sup> DAY OF AUGUST 2022.**

ATTEST:

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair / Vice Chair, Board of Supervisors

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

**Exhibit A**  
Budget

**Exhibit B**

Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)

# **Exhibit B**

## INDEMNIFICATION AGREEMENT

This **INDEMNIFICATION AGREEMENT** (this “**Agreement**”) is made as of this \_\_\_\_ day of August, 2022, by and between **WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, whose address is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 (“**WFC Ashford**”), and the **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government created pursuant to Section 190, Florida Statutes, whose address is c/o Rizzetta & Company, 2806 N. Fifth Street, Unit 403, St. Augustine, Florida 32084 (“**Trout Creek**”) (with WFC Ashford and Trout Creek sometimes collectively referred to herein as the “**Parties**”).

### RECITALS:

**WHEREAS**, WFC Ashford and Trout Creek entered into that certain Temporary Construction and Access Easement Agreement with St. Johns County, Florida, a political subdivision of the State of Florida (the “**County**”) dated \_\_\_\_\_, 2022, as recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of St. Johns County, Florida (the “**Temporary Easement Agreement**”).

**WHEREAS**, the Temporary Easement Agreement includes provisions wherein: (i) the County grants the Parties certain temporary and non-exclusive construction and access easements rights across a portion of the County’s real property located in St. Johns County, Florida (as further defined in the Temporary Easement Agreement, the “**Temporary Easement Parcel**”), for the Parties to complete construction of a local roadway known as Timberwolf Trail on real property owned by WFC Ashford located directly adjacent to the western boundary of the Temporary Easement Parcel (the “**Improvements**”); and (ii) requiring the Parties to indemnify the County from and against any claims and demands arising out of or in connection with the use of the Temporary Easement Parcel in connection with the Parties’ construction of the Improvements.

**WHEREAS**, the Improvements are included in Trout Creek’s Capital Improvement Plan, and the Parties have agreed that Trout Creek will be the entity constructing the Improvements.

**WHEREAS**, WFC Ashford has requested that Trout Creek should indemnify WFC Ashford for its construction of the Improvements and use of the Temporary Easement Parcel in connection therewith.

**WHEREAS**, Trout Creek is willing to provide such indemnification pursuant to the conditions contained herein.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- 1) Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
- 2) Capitalized Terms. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed thereto in the Temporary Easement Agreement.

3) Construction of Timberwolf Trail. The Parties have agreed that Trout Creek will be responsible for constructing the Improvements, subject to the terms of the Temporary Easement Agreement.

4) Trout Creek Indemnification. Subject to the limitations set forth below, Trout Creek hereby agrees to indemnify, defend and hold harmless WFC Ashford and its officers, directors and members, and their respective heirs, successors and assigns, from and against any and all claims, actions, demands, losses, costs (including, without limitation, court costs), expenses (including, without limitation, attorney's fees), liability (joint or several), penalties or other damages, arising out of or in connection with Trout Creek's: (i) use of the Temporary Easement Parcel in connection with Trout Creek's construction of the Improvements; and (ii) obligations regarding the maintenance and use of the Temporary Easement Parcel in connection with the construction of the Improvements, as provided for in Paragraph 5 of the Temporary Easement Agreement.

- a) Trout Creek shall require the contractor responsible for the construction of the Improvements ("Contractor") to purchase and maintain insurance meeting the provisions set forth in Paragraph 5 below.
- b) WFC Ashford agrees to pursue claims under this agreement against Contractor prior to requesting indemnification, defense or other relief from Trout Creek hereunder, and further agrees that the District's liability under this agreement any claim shall be reduced by any and all satisfaction of damages by the Contractor to WFC Ashford for the same claim .
- c) Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes (2022)*.
- d) No claims relating to this agreement shall be paid from Trout Creek's General Fund or Capital Reserve Fund.

5) Insurance. Trout Creek shall require the Contractor to purchase and maintain adequate insurance including at least the following:

- a) Statutory Worker's Compensation and Employer's Liability with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease;
- b) Commercial general liability insurance on the current ISO CG 00 01 form or an equivalent occurrence form with limits of not less than \$1,000,000 each occurrence. \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate. (Contractor's limits shall be per project);
- c) Business auto insurance covering any auto (including owned, hired, and non-owned autos) used in connection with the Services, with a limit of not less than \$1,000,000 each accident.; and

- d) In the case of the Contractor, Excess Liability insurance on a follow form basis with a per occurrence and annual aggregate limit of \$5,000,000 per project or limits carried, whichever is greater;

For protection from claims for damages because of bodily injury, including death, and claims for damages to real and personal property, claims under workers' compensation acts and other employee benefit acts that are applicable, which may arise out of or result from Trout Creek's obligations under the Temporary Easement Agreement, whether such work be performed by its general contractor or a subcontractor or anyone directly or indirectly employed by any of them. The insurance required by this Section 5 shall be provided by an insurance company or companies lawfully authorized to conduct business in the state of Florida, which have a policy-holder's rating of not less than "A+" in the most recent edition of AM Best's Rating Guide. WFC Ashford shall be named as an additional insured. In the case of the Contractor, such insurance should be primary and non-contributory with respect to the additional insureds under the applicable construction contract (including WFC Ashford) and include a waiver of subrogation in favor of all the additional insureds under the applicable construction contract (including WFC Ashford) on all such insurance policies ("**Required Insurance**"). If any Required Insurance policy limits the additional insureds' coverage to the limits specified in a written agreement, then notwithstanding the foregoing, the applicable minimum limits required under this Agreement or the applicable construction contract, in the case of the Contractor, shall be deemed the greater of the limits specified for insurance in this Section 5 or the limits actually carried by the applicable insured. Nothing in this section limits any contractor or subcontractor's liability under any applicable construction agreement.

6) Modification. The Parties hereto agree that this Agreement constitutes the entire agreement between the Parties with respect to the construction, maintenance and indemnification obligations established herein, and any oral agreements or understandings are hereby merged into this Agreement. This Agreement may be amended or terminated only by an instrument in writing and signed by the Parties or their respective successors or assigns.

7) Survival. The indemnifications provided for in this Agreement shall survive for a period of twelve (12) months following the expiration of the Term as defined in the Temporary Easement Agreement.

8) Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

9) Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of Florida.

10) Counterparts. This instrument may be executed in counterparts, each of which shall constitute an original and together shall constitute one and the same instrument.

**WFC ASHFORD MILLS OWNER VII,  
L.L.C., a Delaware limited liability company**

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

Name: \_\_\_\_\_

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

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

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT, a local unit of  
special-purpose government created pursuant  
to Section 190, Florida Statutes**

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

Name: \_\_\_\_\_

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

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

## INDEMNIFICATION AGREEMENT

This **INDEMNIFICATION AGREEMENT** (this “**Agreement**”) is made as of this \_\_\_\_ day of August, 2022, by and between **WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company, whose address is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 (“**WFC Ashford**”), and the **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government created pursuant to Section 190, Florida Statutes, whose address is c/o Rizzetta & Company, 2806 N. Fifth Street, Unit 403, St. Augustine, Florida 32084 (“**Trout Creek**”) (with WFC Ashford and Trout Creek sometimes collectively referred to herein as the “**Parties**”).

### RECITALS:

**WHEREAS**, WFC Ashford and Trout Creek entered into that certain Drainage and Access Easement Agreement with the School Board of St. Johns County, Florida (the “**School Board**”) dated April 9, 2019 and recorded in Official Records Book 4725, Page 208, Public Records of St. Johns County, Florida (the “**Drainage Agreement**”).

**WHEREAS**, the Drainage Agreement includes provisions (i) giving the Parties the option, in their sole discretion, to construct the Stormwater Pond (as defined in the Drainage Agreement) on the School Board’s property within the Shearwater community (the “**School Site**”), (ii) the School Board granting to the Parties certain easement rights over and across the School Site for construction of the Stormwater Pond, and (iii) requiring the Parties to indemnify the School Board from and against any claims and demands arising out of or in connection with construction of the Stormwater Pond on the School Site.

**WHEREAS**, the Improvements are included in Trout Creek’s Capital Improvement Plan, and the Parties have agreed that Trout Creek will be the entity constructing the Improvements.

**WHEREAS**, WFC Ashford has requested that Trout Creek should indemnify WFC Ashford for its construction of the Improvements and use of the Temporary Easement Parcel in connection therewith.

**WHEREAS**, Trout Creek is willing to provide such indemnification pursuant to the conditions contained herein.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Capitalized Terms. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed thereto in the Drainage Agreement.

3. Construction and Maintenance of Stormwater Pond. The Parties have agreed that Trout Creek will be responsible for constructing and maintaining the Stormwater Pond, pursuant to the terms of the Drainage Agreement.

4. Trout Creek Indemnification. Subject to the limitations set forth below, Trout Creek hereby agrees to indemnify, defend and hold harmless WFC Ashford and its officers, directors and members, and their respective heirs, successors and assigns, from and against any and all claims, actions, demands, losses, costs (including, without limitation, court costs), expenses (including, without limitation, attorney's fees), liability (joint or several), penalties or other damages, arising out of or in connection with Trout Creek's: (i) construction of the Stormwater Pond located on the School Site; (ii) use of the Access Road, as provided for in Paragraph 2 of the Drainage Agreement; and (iii) use and obligations regarding the temporary construction easement in connection with the construction of the Stormwater Pond, as provided for in Paragraph 4 of the Drainage Agreement. Once construction of the Stormwater Pond has been completed, Trout Creek will be responsible for operating and maintaining the same and hereby agrees to indemnify, defend and hold harmless WFC Ashford and its officers, directors and members, and their respective heirs, successors and assigns, from and against any and all claims, actions, demands, losses, costs (including, without limitation, court costs), expenses (including, without limitation, attorney's fees), liability (joint or several), penalties or other damages, arising out of or in connection with its maintenance and use of the Stormwater Pond or any breach of its obligations contained in this Agreement or the Drainage Agreement.

- a. Trout Creek shall require the contractor responsible for the construction of the Stormwater Pond ("Contractor") to purchase and maintain insurance meeting the provisions set forth in Paragraph 5 below.
- b. WFC Ashford agrees to pursue claims under this agreement against Contractor prior to requesting indemnification, defense or other relief from Trout Creek hereunder, and further agrees that the District's liability under this agreement any claim shall be reduced by any and all satisfaction of damages by the Contractor to WFC Ashford for the same claim .
- c. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes (2022)*.
- d. No claims relating to this agreement shall be paid from Trout Creek's General Fund or Capital Reserve Fund.

5. Insurance. Trout Creek shall require the Contractor to purchase and maintain adequate insurance including at least the following:

- a) Statutory Worker's Compensation and Employer's Liability with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease;
- b) Commercial general liability insurance on the current ISO CG 00 01 form or an equivalent occurrence form with limits of not less than \$1,000,000 each occurrence.

\$1,000,000 personal and advertising injury, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate;

- c) Business auto insurance covering any auto (including owned, hired, and non-owned autos) used in connection with the Services, with a limit of not less than \$1,000,000 each accident.; and
- d) In the case of Contractor, Excess Liability insurance on a follow form basis with a per occurrence and annual aggregate limit of \$5,000,000 per project or limits carried, whichever is greater;

For protection from claims for damages because of bodily injury, including death, and claims for damages to real and personal property, claims under workers' compensation acts and other employee benefit acts that are applicable, which may arise out of or result from Trout Creek's obligations under the Drainage Agreement, whether such work be performed by its general contractor or a subcontractor or anyone directly or indirectly employed by any of them. The insurance required by this Section 5 shall be provided by an insurance company or companies lawfully authorized to conduct business in the state of Florida, which have a policy-holder's rating of not less than "A+" in the most recent edition of AM Best's Rating Guide. WFC Ashford shall be named as an additional insured on a primary and non-contributory basis, including a waiver of subrogation, on all such insurance policies ("**Required Insurance**"). If any Required Insurance policy limits the additional insureds' coverage to the limits specified in a written agreement, then notwithstanding the foregoing, the applicable minimum limits required under this Agreement shall be deemed the greater of the limits specified for insurance in this Section 5 or the limits actually carried by the applicable insured. Nothing in this section limits any contractor or liability hereunder or under the Drainage Agreement.

6. Modification. The Parties hereto agree that this Agreement constitutes the entire agreement between the Parties with respect to the construction, maintenance and indemnification obligations established herein, and any oral agreements or understandings are hereby merged into this Agreement. This Agreement may be amended or terminated only by an instrument in writing and signed by the Parties or their respective successors or assigns.

7. Survival. The indemnifications provided for in this Agreement shall survive for a period of twelve (12) months following the expiration or earlier termination of the Drainage Agreement, as recorded in the Public Records of St. Johns County, Florida.

8. Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

9. Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of Florida.

10. Counterparts. This instrument may be executed in counterparts, each of which shall constitute an original and together shall constitute one and the same instrument.

**WFC ASHFORD MILLS OWNER VII,  
L.L.C., a Delaware limited liability company**

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

Name: \_\_\_\_\_

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

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

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT, a local unit of  
special-purpose government created pursuant  
to Section 190, Florida Statutes**

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

Name: \_\_\_\_\_

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

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

# **Exhibit C**

<b>RETAINING WALL FAILURE – CONSTRUCTION OBSERVATION REPORT</b>		1. Date and Time 6/14,8/3 &8/15/2022
		2. Report Number 2022-R2
3. MDG Project No. 000	4. Project Name - Shearwater	5. Location St. Johns County
6. Contractor Vallencourt Inc.	7. Project Manager MDG – Rob Matthews	8. Quality Control Monitor MDG – Ivan Lamoš
9. Temperature 86 High	10. Weather Partly Sunny	11. Hours on Job 0.5 hr + 1.5 hr drivetime x (3)

**Visit Dates – 6/14, 8/3 & 8/15, 2022**

**Report Date – August 15, 2022**

Matthews Design Group performed series of site visits during repair of the retaining wall to observe and document progress.

**Site Visit - 6/14/2022**



Retaining Wall View (Image 1)



Failure of the retaining wall was contained on the west side of wetland crossing between station 0+40 and 1+70). Lateral movement of wall was observed along with significant erosion and loss of fill around drainage structure and erosion along the southern tapering portion of the retaining wall between stations 1+70 and 2+00(see report 1).

During the site visit on 6/14/2022 crew was disassembling portion of the wall that was showing the lateral movement. Contractor’s personnel was repairing voids that were created during the failure at the bottom of both box culverts. Exposed existing utility crossings were temporarily supported to ensure that wall can be rebuild according to plans.



Image 2 – Retaining wall



Image 3 – Retaining wall



Image 4 – Filling of voids, Animal Crossing Box Culvert



Loss of fill was also observed through another portion of retaining wall next to box culvert designed for animal crossing (see Report 1 dated 5-31). Repairs were being performed during this site visit to ensure that loss of fill does not happen in future (see image 4).



Image 5 – Retaining Wall



Image 6 – Support of Existing Facilities



Image 7 – Southern Wingwall



Image 8 – Sediment deposit

Geogrid visible in image 6 was being excavated during the site visit and reinstalled per Keystone wall final Plans provided by owner. Repair of voids on wetland crossing box culvert was being completed during the site visit as well (image 6 & 7).



### Site Visit - 8/3/2022 – Paving Day

Site visit after a rain event before paving day, area next to storm drain holding water as expected before paving. Some low spots in curb line are visible but system seems to be working as intended. Minimal erosion past the inlet (images 10 & 11), most likely caused by fill settlement, discussed with owner and plan to monitor the size was put in place.



Image 9 – Limerock Base



Image 10 – Erosion Behind Wall



Image 11 – Erosion behind wall



Image 12 – Repaired retaining wall



### Site Visit - 8/15/2022 – Paving Day

Site visit to monitor minor erosion observed during 8/3/2022 site visit and assess overall performance of the repair. Repaired area is providing positive drainage to the inlet, minor low spot in the curb was present on site (image 13). Minor erosion (Image 16) has not grown in size but monitoring is still recommended.



Image 13 – Paved Roadway



Image 14 – Graded area

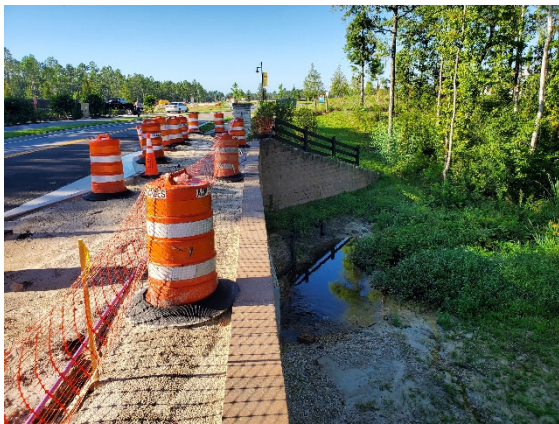


Image 15 – Retaining wall



Image 16 – Monitoring of minor erosion



---

---

**2. Remarks (Comments, General Discussions, Field Changes, Deficiencies etc.)**

Progress of the repair was observed during 3 site visits, standard repair methods have been used to rebuild retaining wall back to its original state. Original engineering plans were followed and wall has been rebuilt per these plans. Matthews Design Group concludes that system is working as intended and recommends monitoring of the area for 12 months in regular intervals to ensure that system keeps performing as intended. No additional drainage is necessary at this time behind curb to prevent same failure happening in future as this this failure was caused by following standard practices for erosion control during construction phase in combination with high intensity/short period storm.

**3. Signed – Quality Control Monitor:**

**4. Reviewed by:**

# **Exhibit D**



# SHEARWATER®

Trout Creek Community Development District  
Board of Supervisor Meeting  
September 19, 2022  
CCMC Management Report

- Staffing Update:
  - Maintenance Technician, David LeSage was officially promoted to Facilities Director on August 25<sup>th</sup>, 2022
  - Karin Lucken has accepted our position as Design Review/Community Standards Manager for Shearwater.
  - At the time of submitting this document (Sept. 13, '22), a job offer has been extended; awaiting clearance from People Operations for official go-ahead.
- Landscaping:
  - Phase two of the pine bark installation is underway
  - The Community Garden beds will be cleaned and the area beautified Friday, September, 23<sup>rd</sup>.
  - Residents interested in helping with landscape have begun meeting.
- Maintenance:
  - Proper-fitting pool replacement entrapment grates were installed in the lap pool, and the other two pool grates have been sourced and ordered.
- Safety & Security
  - Repairs have been made to the security (doors and cameras) system at the Kayak Club and HUB after a faulty relay was identified.
  - Atlantic Security has been negligent upon their responsibilities,

## **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 July 2022**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2022 through July 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$190,147.29**

Approval of Expenditures:

---

\_\_\_\_\_ Chairperson

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

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

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures


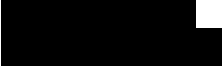

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Adkins Electric, Inc.	003974	G21864	Service Call 06/22	\$ 431.00
AMTEC Corp.	003975	6420-07-22	Arbitrage Rebate Calculation Series 2018	\$ 450.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003981	47815078	Rodent Service 07/22	\$ 176.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003981	47894692	Pest Control 07/22	\$ 110.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003981	47894699	Fire Ant Control 07/22	\$ 90.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003961	47951603	Commercial Pest Control 06/22	\$ 125.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003981	47951612	Pest Control 07/22	\$ 125.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003981	48040370	Pest Control 07/22	\$ 1,100.00
AT&T Communications System	003955	299942543 07/22	Acct # 299942543 07/22	\$ 26.04
Bucket List Productions, LLC	003964	070222 - Freedom Fest	Bubble Truck for Freedom Fest 07/22	\$ 590.40
Capital Consultants Management Corporation	003977	TCD-05012022 - B	Amenity Management Services 05/22	\$ 30,638.72
Capital Consultants Management Corporation	003977	TCD-08012022	Amenity Management Services 08/22	\$ 13,714.03
Charles Aquatics, Inc.	003978	45692	Aquatic Maintenance 07/22	\$ 1,561.00
Colden Company, Inc.	003950	15499	Quarterly PBX Hosting Billing 07/22 - 09/22	\$ 946.47

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Colden Company, Inc.	003979	15603	Help Desk 06/22	\$ 680.00
Critter Control Operations, Inc.	003988	2763735	Monthly Pest Control - 07/22	\$ 122.00
Eason Enterprises, Inc. dba Southeast Fitness Repair	003986	100100	Repair to Fitness Equipment 07/22	\$ 170.00
EZ Event Ride	003956	070222 - Ez Event Ride	Trolleys for Freedom Festival 07/22	\$ 1,000.00
First Coast Franchising dba Jani-King of Jacksonville	003959	JAK07220420	Cleaning Service 07/22	\$ 4,275.72
FPL	003957	78034-49300	26 Rosemont Dr. 06/22	\$ 24.83
Howard Services, Inc.	003980	S-14058	AC Maintenance 07/22	\$ 625.00
Howard Services, Inc.	003980	S-14066	AC Maintenance 07/22	\$ 267.50
IPFS Corporation	003968	GAA-B75447 Pymt 10 of 11	GAA-B75447 Pymt 10 of 11	\$ 4,373.43
Jacksonville Electric Authority	2022070722-1	9634626977 06/22	Water-Sewer Combination Services 06/22	\$ 34,250.47
Kutak Rock LLP	003960	3068597	Legal Services 05/22	\$ 5,654.14
	003954	SJS022CAD138440	Deputy Patrol 06/22	\$ 240.00
	003982	SJSO22CAD144709	Deputy Patrol 07/22	\$ 240.00
	003982	SJSO22CAD156945	Deputy Patrol 07/22	\$ 240.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures


July 1, 2022 Through July 31, 2022

<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	003992	4074	Website ADA Compliance 07/22	\$ 300.00
Peoples Gas System	003969	211011457499 06/22	182 Kyak Way 06/22	\$ 25.45
Poolsure	003952	131295607746	Monthly Pool Chemicals 07/22	\$ 2,741.04
Prestige Landscapes of North Florida, Inc.	003962	15406	Fertilizer Application 06/22	\$ 1,750.00
Prestige Landscapes of North Florida, Inc.	003984	2521	Landscape Maintenance 07/22	\$ 1,896.00
Prosser, Inc.	003953	48252	Engineering Services 05/22	\$ 3,299.20
Prosser, Inc.	003985	48387	Engineering Services 06/22	\$ 4,000.00
RevCam360	003970	061723	Camera for Event	\$ 750.00
Rizzetta & Company, Inc.	003963	INV0000069323	District Management Fees 07/22	\$ 4,306.59
Rizzetta & Company, Inc.	003971	INV0000069641	Mass Mailing 07/22	\$ 1,850.90
Roy W. Green	003958	070222 - DJ	DJ for Party 07/22	\$ 350.00
Roy W. Green	003967	071222	DJ for Bingo 07/12/22	\$ 250.00
Ryan Scott Stone	003972	RS051822	Board of Supervisors Meeting 05/18/22	\$ 200.00
Silver Lake Drive LLC	003973	063022	Event Performance 07/22	\$ 864.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
SouthStar Energy Services LLC dba Florida Natural Gas	003951	66269ES	Natural Gas 05/22	\$ 7.59
SouthStar Energy Services LLC dba Florida Natural Gas	003966	677744ES	Natural Gas 06/22	\$ 14.86
Stephens Advertising, Inc.	003987	21015571	Pool Sign 07/22	\$ 1,560.00
The Bank of New York Mellon	003976	252-2482681	Trustee Fees S2018 07/01/22- 06/30/23	\$ 4,100.00
VerdeGo LLC	003989	8727B	Monthly Landscape Maintenance 07/22	\$ 25,329.08
Vesta Property Services, Inc.	003990	400643	Lifeguard and Supervisor Hours 06/22	\$ 32,244.11
Vexacor Supply Group, LLC	003991	A-439568	Cafe Supplies 07/22	\$ 165.00
Vexacor Supply Group, LLC	003991	A-450638	Cafe Supplies 07/22	\$ 306.72
	003983	SJSO22CAD150966	Deputy Patrol 07/22	\$ 240.00
Whitney Myers	003949	062322	Art-Z-Faces 07/22	<u>\$ 1,350.00</u>
<b>Report Total</b>				<b><u>\$ 190,147.29</u></b>

## **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

August 29, 2022

**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) VIA UPS**

<b>REQUISITION NO.</b>	<b>PAYEE</b>	<b>AMOUNT</b>
CUS 79	Randy Suggs Landscaping	\$53,221.95
CUS 80	Vallencourt Construction Co., Inc.	\$34,782.86
CUS 81	Vallencourt Construction Co., Inc.	\$95,795.57

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

Sincerely,

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

Carol Brown

District Manager

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

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of September 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of September 2020

(the Master Indenture as amended and supplemented is hereinafter referred to as the "indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**August 10, 2022**

- (A) Requisition Number: **CUS 79**
- (B) Name of Payee: **Randy Suggs Landscaping**  
**3403 Rock Springs Rd**  
**Apopka, FL 32712**
- (C) Amount Payable: **\$53,221.95**
- (D) **Pay Application #7 Phase 3 A1 for Landscape & Irrigation**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY:   
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY:   
DISTRICT ENGINEER

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

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

**August 10, 2022**

- (A) Requisition Number: **CUS 80**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**  
**449 Center Street**  
**Green Cove Springs, FL 32043**
- (C) Amount Payable: **\$34,782.86**
- (D) **Pay App #8205-15 for Shearwater Phase 3B & 3C**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

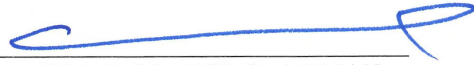
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

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

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

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

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY:   
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY:   
DISTRICT ENGINEER

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

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of September 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of September 2020

(the Master Indenture as amended and supplemented is hereinafter referred to as the indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

**August 10, 2022**

- (A) Requisition Number: **CUS 81**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**  
**449 Center Street**  
**Green Cove Springs, FL 32043**
- (C) Amount Payable: **\$95,795.57**
- (D) **Pay App #8203-8 for Shearwater Phase 3E, 3F & Spine Rd**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT

BY:   
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY:   
DISTRICT ENGINEER

# Tab 4

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

**Construction & COI Account Activity Through July 31, 2022**

<b>Inflows:</b>	<b>Debt Proceeds</b>	<b>\$</b>	<b>10,188,947.97</b>
	<b>Underwriter's Discount</b>		<b>242,000.00</b>
			<b>10,430,947.97</b>
	<b>Interest Earned</b>		<b>79,163.28</b>
		<b>Total Inflows: \$</b>	<b>10,510,111.25</b>

**Outflows: Requisitions**

<b>Requisition Date</b>	<b>Requisition Number</b>	<b>Contractor</b>	<b>Amount</b>	<b>Status As of 07/31/22</b>
7/12/2018	COI	Underwriter's Discount	\$ (242,000.00)	Cleared
7/12/2018	COI	Rizzetta & Company	(36,000.00)	Cleared
7/12/2018	COI	Hopping Green & Sams	(42,500.00)	Cleared
7/12/2018	COI	Bryant Miller Olive	(40,000.00)	Cleared
7/12/2018	COI	Nabors, Giblin & Nickerson	(50,000.00)	Cleared
7/12/2018	COI	Image Master LLC	(1,750.00)	Cleared
11/15/2018	COI	Prosser	(5,000.00)	Cleared
11/15/2018	COI	BNY melon	(9,000.00)	Cleared
		<b>Total COI:</b>	<b>(426,250.00)</b>	
7/12/2018	CR 1	Ashford Mills	(2,005,857.98)	Cleared
7/23/2018	CR 2	Atlantic Companies	(2,115.00)	Cleared
7/23/2018	CR 3	Hopping Green & Sams	(4,815.84)	Cleared
7/23/2018	CR 4	Prosser, Inc.	(41,183.89)	Cleared
7/23/2018	CR 5	Stephens Advertising	(2,834.72)	Cleared
7/23/2018	CR 5	Stephens Advertising	-	Void
9/14/2018	CR 6	Adkins Electric, Inc.	(79,700.00)	Cleared
9/14/2018	CR 7	Hopping Green & Sams	(1,902.06)	Cleared
9/14/2018	CR 8	J. Kelly, LLC.	(9,500.00)	Cleared
9/14/2018	CR9	Prosser, Inc.	(40,324.53)	Cleared
9/26/2018	CR10	Sundancer	(46,377.00)	Cleared
11/13/2018	CR11	Hopping Green & Sams	(3,240.99)	Cleared
11/13/2018	CR12	Vallencourt Construction	(319,487.49)	Cleared
11/13/2018	CR13	Vallencourt Construction	(474,936.07)	Cleared
11/29/2018	CR14	Ashford Mills	(1,680,014.14)	Cleared

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

**Construction & COI Account Activity Through July 31, 2022**

---

11/29/2018	CR15	Ashford Mills	(1,143,094.46)	Cleared
12/17/2018	CR16	Ashford Mills	(241,343.37)	Cleared
12/17/2018	CR17	Hopping Green & Sams	(1,176.15)	Cleared
12/17/2018	CR18	Prosser, Inc.	(229.00)	Cleared
12/17/2018	CR19	Vallencourt Construction	(378,915.99)	Cleared
2/5/2019	CR20	Hopping Green & Sams	(4,191.50)	Cleared
2/5/2019	CR21	Void	0.00	Void
2/5/2019	CR22	Stephens Advertising, Inc.	(1,317.63)	Cleared
2/5/2019	CR23	Sundancer Sign Graphics	(7,198.00)	Cleared
2/28/2019	CR24	Hopping Green & Sams	(549.00)	Cleared
2/28/2019	CR25	Vallencourt Construction	(137,414.53)	Cleared
2/28/2019	CR26	Vallencourt Construction	(420,107.87)	Cleared
5/7/2019	CR27	Hopping Green & Sams	(3,442.30)	Cleared
5/7/2019	CR28	Prosser, Inc.	(510.00)	Cleared
5/7/2019	CR29	Sundancer Sign Graphics	(6,300.00)	Cleared
5/7/2019	CR30	Vallencourt Construction	(487,888.45)	Cleared
5/7/2019	CR31	Vallencourt Construction	(70,632.54)	Cleared
5/7/2019	CR32	Vallencourt Construction	(189,460.77)	Cleared
5/7/2019	CR33	Vallencourt Construction	(223,237.20)	Cleared
5/7/2019	CR34	Vallencourt Construction	(55,157.38)	Cleared
6/11/2019	CR35	Vallencourt Construction	(80,150.77)	Cleared
6/27/2019	CR36	Prosser, Inc.	(93,708.78)	Cleared
7/22/2019	CR37	Adkins Electric, Inc.	(18,800.00)	Cleared
7/22/2019	CR38	Sunstate Nursery & Landscaping Inc	(67,449.60)	Cleared
7/22/2019	CR39	Vallencourt Construction	(233,873.02)	Cleared
7/22/2019	CR40	Vallencourt Construction	(334,117.54)	Cleared
7/22/2019	CR41	Vallencourt Construction	(204,071.10)	Cleared
7/22/2019	CR42	Vallencourt Construction	(58,571.31)	Cleared
8/30/2019	CR43	Prosser, Inc.	(11,725.00)	Cleared
8/30/2019	CR44	Sunstate Nursery & Landscaping Inc	(209,291.40)	Cleared
8/30/2019	CR45	Sunstate Nursery & Landscaping Inc	(178,658.10)	Cleared
9/23/2019	CR46	Vallencourt Construction	(82,898.92)	Cleared
9/23/2019	CR47	Vallencourt Construction	(104,364.37)	Cleared
9/23/2019	CR48	Vallencourt Construction	(212,274.27)	Cleared
9/30/2019	CR 49	Adkins Electric, Inc.	(59,750.00)	Cleared
9/30/2019	CR 50	Hopping Green & Sams	(1,663.00)	Cleared
9/30/2019	CR 51	PBM Constructors, Inc.	(43,026.65)	Cleared
<b>Total Requisitions:</b>			<b>(10,078,849.68)</b>	

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

**Construction & COI Account Activity Through July 31, 2022**

---

---

Total COI & Requisitions:	(10,505,099.68)
Transfer to Revenue	<u>(175.87)</u>
Total Outflows:	(10,505,275.56)
Series 2018 Construction Fund Balance at July 31, 2022	<u>\$ 4,835.69</u>

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

**Construction Custody Account Activity Through July 31, 2022**

<b>Inflows:</b>	<b>Developer Contribution</b>	<b>\$</b>	<b>12,068,678.28</b>
	<b>Due from Developer</b>		-
	<b>Transfer from S2015 Custody</b>		<u><b>31,074.97</b></u>
	<b>Total Inflows:</b>	<b>\$</b>	<u><u><b>12,099,753.25</b></u></u>

**Outflows:**

<b>Requisition Date</b>	<b>Requisition Number</b>	<b>Contractor</b>	<b>Amount</b>	<b>Status as of 07/31/22</b>
09/30/19	CUS 52	O.R. Dicky Smith	\$ (29,534.00)	Cleared
09/30/19	CUS 53	Prosser Inc.	(26,878.18)	Cleared
09/30/19	CUS 54	Ring Power	(151,800.00)	Cleared
09/30/19	CUS 55	Sunstate Nursery & Landscaping Inc	(124,216.45)	Cleared
09/30/19	CUS 56	Vallencourt Construction	(169,501.04)	Cleared
09/30/19	CUS 57	Vallencourt Construction	(264,630.66)	Cleared
09/30/19	CUS 58	Vallencourt Construction	(254,330.66)	Cleared
09/30/19	CUS 59	Vallencourt Construction	(227,517.10)	Cleared
09/30/19	CUS 60	Vallencourt Construction	(67,475.12)	Cleared
11/30/19	CUS 61	Hopping Green & Sams	(5,070.00)	Cleared
11/30/19	CUS 62	Prosser Inc.	(16,157.07)	Cleared
11/30/19	CUS 63	Sundancer Sign Graphics	(37,340.00)	Cleared
11/30/19	CUS 64	Sunstate Nursery & Landscaping Inc	(146,675.87)	Cleared
11/30/19	CUS 65	Vallencourt Construction	(71,463.60)	Cleared
11/30/19	CUS 66	Vallencourt Construction	(124,019.58)	Cleared
11/30/19	CUS 67	Vallencourt Construction	(224,236.39)	Cleared
11/30/19	CUS 68	Sunstate Nursery & Landscaping Inc	(162,993.40)	Cleared
11/30/19	CUS 69	Vallencourt Construction	(88,559.77)	Cleared
11/30/19	CUS 70	Vallencourt Construction	(371,089.05)	Cleared
11/30/19	CUS 71	Vallencourt Construction	(166,568.74)	Cleared
01/29/20	CUS 72	Prosser Inc.	(3,697.19)	Cleared
01/29/20	CUS 73	Stephens Advertising, Inc.	(2,998.77)	Cleared
01/29/20	CUS 74	Sunstate Nursery & Landscaping Inc	(138,825.10)	Cleared
01/29/20	CUS 75	Vallencourt Construction	(181,721.86)	Cleared
01/29/20	CUS 76	Vallencourt Construction	(99,838.17)	Cleared
02/17/20	CUS 77	Prosser Inc.	(19,675.00)	Cleared
02/17/20	CUS 78	Sunstate Nursery & Landscaping Inc	(87,421.91)	Cleared
02/17/20	CUS 79	Vallencourt Construction	(171,723.52)	Cleared
02/17/20	CUS 80	Vallencourt Construction	(485,700.20)	Cleared
02/17/20	CUS 81	Vallencourt Construction	(229,796.11)	Cleared
03/26/20	CUS 82	C&H Marine Construction	(62,240.00)	Cleared
03/26/20	CUS 83	Prosser Inc.	(68,458.25)	Cleared
03/26/20	CUS 84	Vallencourt Construction	(536,511.38)	Cleared
03/26/20	CUS 85	Vallencourt Construction	(280,336.16)	Cleared
04/30/20	CUS 86	Hopping Green & Sams	(11,526.24)	Cleared
04/30/20	CUS 87	Prosser Inc.	(15,440.16)	Cleared
04/30/20	CUS 88	Sunstate Nursery & Landscaping Inc	(45,000.00)	Cleared
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 July 31, 2022**

---

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 July 31, 2022**

04/15/21	CUS 140	VOID	VOID	VOID
04/15/21	CUS141	Southern Recreation	(2,800.00)	Cleared
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	0.00	void
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
11/15/21	CUS 177	On-Sight	(3,492.50)	Cleared
11/15/21	CUS 178	Pizzazz Scenic	(3,924.60)	Cleared
11/15/21	CUS 179	Prosser Inc.	(14,882.51)	Cleared
11/15/21	CUS 180	Vallencourt Construction	(22,234.02)	Cleared
01/15/22	CUS 181	C&H Marine Construction	(54,310.00)	Cleared
05/05/22	CUS 182	Forever Lawn	(14,388.30)	Cleared
05/05/22	CUS 183	Forever Lawn	(14,388.30)	Cleared

**Total Construction Requisitions: (12,093,602.25)**

**Total Requisitions: (12,093,602.25)**

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

**Construction Custody Account Activity Through July 31, 2022**

---

---

	<b>Due To Developer</b>	<b>(6,151.00)</b>
	<b>Total Outflows:</b>	<b>(12,099,753.25)</b>
<b>Series 2018 Construction Custody Fund Balance at July 31, 2022</b>	<b>\$</b>	<b>-</b>
<b>Outstanding Contracts, net of retainage:</b>		
Prosser	\$	7,200.00
Vallencourt Construction, Inc.		42,473.23
Forever Lawn		11,425.00
	<b>Contract Sub Total</b>	<b>61,098.23</b>
<b>Committed Funds to be Provided by Developer</b>	<b>\$</b>	<b>56,262.54</b>

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

**Construction & COI Account Activity Through July 31, 2022**

<b>Inflows:</b>	<b>Developer Contribution</b>	<b>\$</b>	<b>8,953,151.86</b>
	<b>Due from Developer</b>		<b>869,834.40</b>
	<b>Total Inflows:</b>	<b>\$</b>	<b>9,822,986.26</b>

**Outflows: Requisitions**

Requisition Date	Requisition Number	Contractor	Amount	Status As of 07/31/22
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
11/15/2021	CUS 26	Besch & Smith	(212,860.10)	Cleared
11/30/2021	CUS 27	Vallencourt	(282,923.32)	Cleared
11/30/2021	CUS 28	Adkins Electric	(122,228.48)	Cleared
11/30/2021	CUS 29	Besch & Smith	(105,151.36)	Cleared
11/30/2021	CUS 30	Hopping Green & Sams	(12,630.17)	Cleared
11/30/2021	CUS 31	Prosser	(10,315.66)	Cleared

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

**Construction & COI Account Activity Through July 31, 2022**

---

11/30/2021	CUS 32	Randy Suggs Landscaping	(91,392.30)	Cleared
11/30/2021	CUS 33	Vallencourt	(204,868.40)	Cleared
11/30/2021	CUS 34	Vallencourt	(287,886.29)	Cleared
1/15/2022	CUS 35	Extreme Bush Hogging Inc	(10,250.00)	Cleared
1/15/2022	CUS 36	Hardscape Construction	(1,750.00)	Cleared
1/15/2022	CUS 37	Hopping Green & Sams	(357.50)	Cleared
1/15/2022	CUS 38	Prosser	(14,319.66)	Cleared
1/15/2022	CUS 39	Rizzetta & Co	(5,000.00)	Cleared
1/15/2022	CUS 40	Southern Recreation	(5,784.00)	Cleared
1/15/2022	CUS 41	Stephens Advertising	(200.00)	Cleared
1/15/2022	CUS 42	Vallencourt	(98,825.87)	Cleared
1/15/2022	CUS 43	Vallencourt	(166,065.07)	Cleared
1/15/2022	CUS 44	Vallencourt	(202,168.76)	Cleared
1/31/2022	CUS 45	Besch & Smith	(298,577.31)	Cleared
1/31/2022	CUS 46	Extreme Bush Hogging Inc	(2,365.00)	Cleared
2/23/2022	CUS 47	On-Sight Industries	(3,492.50)	Cleared
2/23/2022	CUS 48	Prosser	(14,684.88)	Cleared
2/23/2022	CUS 49	Suugs Landscaping	(199,365.30)	Cleared
2/23/2022	CUS 50	Stephens Advertising	(175.00)	Cleared
2/23/2022	CUS 51	Vallencourt	(6,023.81)	Cleared
2/23/2022	CUS 52	VerdeGo Landscape	(387.22)	Cleared
2/23/2022	CUS 53	Besch & Smith	(289,552.40)	Cleared
3/9/2022	CUS 54	Besch & Smith	(11,897.34)	Cleared
3/9/2022	CUS 55	Hardscape Construction	(31,000.00)	Cleared
3/9/2022	CUS 56	Kutak Rock LLP	(64.00)	Cleared
3/9/2022	CUS 57	Prosser	(14,058.06)	Cleared
3/9/2022	CUS 58	Randy Suggs Landscaping	(79,041.38)	Cleared
3/9/2022	CUS 59	Vallencourt	(135,743.76)	Cleared
3/9/2022	CUS 60	Vallencourt	(202,748.81)	Cleared
3/31/2022	CUS 61	Adkins Electric	(32,121.52)	Cleared
3/31/2022	CUS 62	Prosser	(26,138.89)	Cleared
3/31/2022	CUS 63	Sundancer	(57,370.00)	Cleared
4/21/2022	CUS 64	Randy Suggs Landscaping	(27,055.50)	Cleared
4/21/2022	CUS 65	Vallencourt	(75,953.60)	Cleared
4/21/2022	CUS 66	Vallencourt	(154,798.61)	Cleared
6/13/2022	CUS 67	Kutak Rock LLP	(1,099.00)	Cleared
6/13/2022	CUS 68	Prosser	(11,961.67)	Cleared
6/13/2022	CUS 69	Randy Suggs Landscaping	(69,930.75)	Cleared
7/1/2022	CUS 70	Prosser	(11,586.32)	Cleared
7/1/2022	CUS 71	Vallencourt	(188,936.67)	Cleared
7/1/2022	CUS 72	Vallencourt	(143,590.64)	Cleared

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

**Construction & COI Account Activity Through July 31, 2022**

7/1/2022	CUS 73	Vallencourt	(67,275.35)	Cleared
7/1/2022	CUS 74	Vallencourt	(186,824.32)	Cleared
7/29/2022	CUS 75	Kutak Rock LLP	(352.00)	Cleared
7/29/2022	CUS 76	Randy Suggs Landscaping	(161,233.20)	Cleared
7/29/2022	CUS 77	Vallencourt	(175,745.49)	Cleared
7/29/2022	CUS 78	Vallencourt	(82,121.09)	Cleared

**Total Requisitions:** (8,953,151.86)

**Total Requisitions:** (8,953,151.86)

**Retainage:** (869,834.40)

**Total Outflows:** (9,822,986.26)

**Series 2020 Construction Fund Balance at July 31, 2022** \$ (0.00)

**Outstanding Contracts, net of retainage:**

Besch & Smith Civil Group	\$ 11,753.35
Vallencourt	2,822,327.95
Randy Suggs Landscaping	104,912.00
<b>Contract Sub Total</b>	<u><u>2,938,993.30</u></u>

**Committed Funds to be Provided by Developer** \$ 2,938,993.30

**TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
Capital Improvement Revenue Bonds - Series 2022**

**Construction & COI Account Activity Through July 31, 2022**

<b>Inflows:</b>	<b>Debt Proceeds</b>	<b>\$</b>	<b>2,726,781.18</b>
	<b>Underwriter's Discount</b>		<b>61,700.00</b>
		<b>Total Bond Proceeds:</b>	<b>2,788,481.18</b>
	<b>Interest Earned</b>		<b>1,155.49</b>
		<b>Total Inflows: \$</b>	<b>2,789,636.67</b>

**Outflows: Requisitions**

<b>Requisition Date</b>	<b>Requisition Number</b>	<b>Contractor</b>	<b>Amount</b>	<b>Status As of 07/31/22</b>
5/24/2022	COI	Underwriter's Discount	\$ (61,700.00)	Cleared
5/24/2022	COI	Rizzetta & Company	(35,000.00)	Cleared
5/24/2022	COI	Rizzetta & Company	(1,000.00)	Cleared
5/24/2022	COI	Kutak Rock	(40,000.00)	Cleared
5/24/2022	COI	Bryant Miller Olive	(35,000.00)	Cleared
5/24/2022	COI	Nabors, Giblin & Nickerson	(40,000.00)	Cleared
5/24/2022	COI	Imagemaster	(2,000.00)	Cleared
5/24/2022	COI	BNY Mellon	(9,000.00)	Cleared
5/24/2022	COI	Prosser	(10,000.00)	Cleared
		<b>Total COI:</b>	<b>(233,700.00)</b>	
5/26/2022	CR 1	Ashford Mills	(1,110,023.55)	Cleared
5/26/2022	CR 2	Ashford Mills	(1,440,257.63)	Cleared
		<b>Total Requisitions:</b>	<b>(2,550,281.18)</b>	

**Total COI & Requisitions: (2,783,981.18)**

**Total Outflows: (2,783,981.18)**

**Series 2020 Construction Fund Balance at July 31, 2022 \$ 5,655.49**

## **Tab 5**

## Update on Retaining Wall Repair

# PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

## Enhancement Proposal

Job Name:	Tree Remediation	Proposal # 0129
Property Name:	Shearwater	Date: August 2, 2022
Client:	Berry Jeskewich	
Address:	100 Kayak Way	Send Payment to : PO Box 600061
City/State/Zip:	St. Augustine, FL 32092	St. John's, FL 32260
Phone:	904-342-3739	

***Prestige Landscapes of NF, Inc. will complete the work described below:***

**Description**

Prestige Landscapes will perform the required tree remediation as suggested by Advanced Tree Care, Inc. Project will be completed on the selected 50 Oak trees, selected by the association. PLI will apply the Wild Earth Tree application using an microbial granular, liquid, and top dress blend.

Materials & Services	Quantity	Unit Price	Total
Removing girdling roots, excess dirt/mulch (estimated hours)	25	\$45.00	\$1,125.00
Wild Earth Tree Application Fertilizer	50	\$269.94	\$13,497.00
Water Trailer Rental	1	\$750.00	\$750.00

**TOTAL PRICE** **\$ 15,372.00**

### ACCEPTANCE OF TERMS

Signature below authorizes Prestige Landscapes of NF to perform work as described above and verifies that the prices and specifications are hereby accepted.

Payment terms: Net 30 days. All overdue balances will be a charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Prestige Landscapes control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

**Client:**  
\_\_\_\_\_

**Prepared by:**  
*Chris Kenny*  
\_\_\_\_\_

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

**Date:** August 2, 2022

Internal Use Only			
Project Number:		District:	Jacksonville South
PO Reference:		Date Work Completed:	



**PROPOSAL**

**Mailing Address**

Trout Creek CDD  
Trout Creek CDD c/o Rizetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614

**Job Address**

Shearwater  
100 Kayak Way  
St. Augustine, FL 32092

Date: July 22, 2022  
Opportunity#: 8914

Phone: Tampa

**Job Summary:**

Amend soil around 50 trees to encourage growth using Wild Earth products and process. Proposal includes labor and all materials to complete the process.

**Landscape Enhancement**

Quantity	Description	Unit	Unit Price	Ext Price
50.00	Labor and Prep	Hr	\$45.59	\$2,279.40
50.00	Tree Amendments	Ea	\$200.00	\$10,000.00
1.00	Disposal Fee	Ea	\$350.00	\$350.00
<b>Landscape Enhancement Total</b>				<b>\$12,629.40</b>

**Proposal Total: \$12,629.40**

**Note: This proposal includes all labor and material necessary to complete the job.**

**Payment due 30 days after receipt of invoice.**

All material is guaranteed for one year as long as proper maintenance and landscape practices are being performed. All work to be completed in a workman-like manner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written.

Verdego employees are fully covered by workman's compensation insurance.



# PROPOSAL

## ACCEPTANCE OF PROPOSAL

I/WE have reviewed your proposal and hereby indicate our acceptance of the same, as per the scope, specifications and amounts mentioned in the proposal form. I/We agree to the proposed terms of payment and will release the funds as per agreed herein.

By  \_\_\_\_\_

Scott Settlemyres

Date 7/22/2022

VerdeGo

By \_\_\_\_\_

Date \_\_\_\_\_

Trout Creek CDD

# Tab 6



# PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

*August Maintenance Report*

*Shearwater Outpost*

PRESTIGE LANDSCAPES OF NORTH FLORIDA  
CHRIS KENNY - OWNER  
904-315-8041  
ST. JOHNS, FLORIDA 32260  
[chris@pliflorida.com](mailto:chris@pliflorida.com)



Chris Kenny—Owner  
904-315-8041  
P.O. Box 600061  
St. Johns, Florida 32260  
[chris@pliflorida.com](mailto:chris@pliflorida.com)

August, 2022

Berry Jeskewich, Community Director  
CCMC  
100 Kayak Way  
St. Augustine, FL 32092

**Re: Landscape Maintenance Service Report**

Dear Mr. Jeskewich,

Below is the landscape maintenance report for Shearwater Outpost/Ph 3.

**Weekly Maintenance**

This month our service crew has been on schedule providing weekly service visits. We have not seen anything on the property of concern. Our crew has focused on plant bed weed control and trimming. Also our crew have been keeping the debris cleaned off the walking path to the docks.

**Irrigation**

Our irrigation team completed the monthly inspection which included nozzle cleaning and head/nozzle adjustments as needed throughout the property. We have reduced our run times and run days to adjust for the rainy conditions.

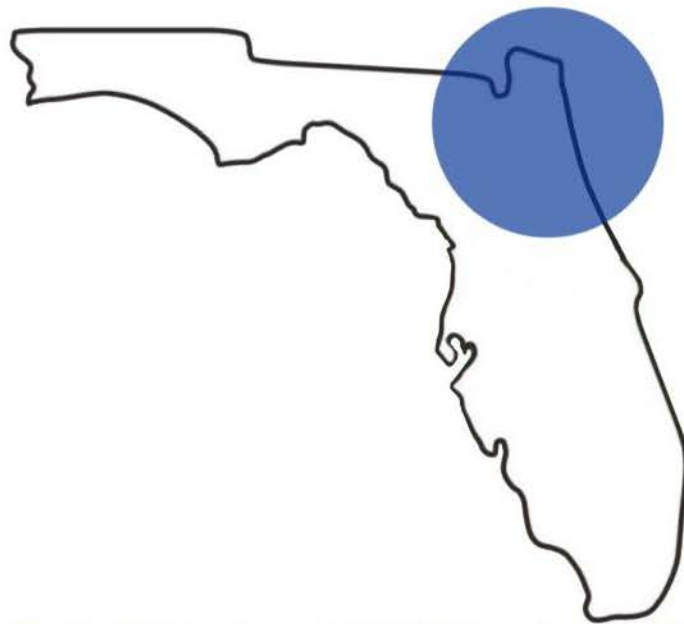
**Agronomics**

Due to the amount of rain we received this month we have pushed the August application to September. Turf is doing well. There are a few turf weeds, but this is to be expected with the rainy conditions.

If you have any questions after reviewing our report, please contact me at any time.

Sincerely,

Chris Kenny  
Owner/President  
[chris@pliflorida.com](mailto:chris@pliflorida.com)  
904.315.8041



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

PRESTIGE LANDSCAPES OF NORTH FLORIDA  
CHRIS KENNY - OWNER  
904-315-8041  
ST. JOHNS, FLORIDA 32260  
chris@pliflorida.com

## VerdeGo

PO Box 789, Bunnell, FL 32110  
386-437-3122 - Bunnell  
904-797-7474 – St. Augustine



# LANDSCAPE STATUS REPORT

## REPORT SUMMARY

REPORT DATE	PROPERTY NAME	PREPARED BY	MONTH OF SERVICE
9/5/2022	Shearwater	Scott Settlemares	August 2022

## SERVICES SUMMARY

### COMPLETED IN {{MAIN.SERVICEMONTH}}

- Full-Service Maintenance (Mowing/Edging/String Trimming/ Blowing)
- Detail Work (Weeding/Pruning)
- Irrigation Inspection Wet Check

### ANTICIPATED FOR NEXT MONTH

- Full-Service Maintenance (Mowing/Edging/String Trimming/ Blowing)
- Detail Work (Weeding/Pruning)
- Irrigation Inspection Wet Check
- Chem/Fert application for turf
- Sod replacement and nutrient rich top-dressing application

## COMMENTS

### TURF

Turf is healthy throughout the majority of Shearwater, a few returning problem areas of thin growth and sporadic turf weeds.

### TREES & SHRUBS

Some trees continue to struggle throughout phase 2 of Shearwater

### PLANT BEDS

Plant beds are currently being dressed with pine bark mulch (not by Verdego )

### OTHER

# **Tab 7**



# SHEARWATER®

Trout Creek Community Development District  
Board of Supervisor Meeting  
September 19, 2022  
CCMC Management Report

- Staffing Update:
  - Maintenance Technician, David LeSage was officially promoted to Facilities Director on August 25<sup>th</sup>, 2022
  - Karin Lucken has accepted our position as Design Review/Community Standards Manager for Shearwater.
  - At the time of submitting this document (Sept. 13, '22), a job offer has been extended; awaiting clearance from People Operations for official go-ahead.
- Landscaping:
  - Phase two of the pine bark installation is underway
  - The Community Garden beds will be cleaned and the area beautified Friday, September, 23<sup>rd</sup>.
  - Residents interested in helping with landscape have begun meeting.
- Maintenance:
  - Proper-fitting pool replacement entrapment grates were installed in the lap pool, and the other two pool grates have been sourced and ordered.
- Safety & Security
  - Repairs have been made to the security (doors and cameras) system at the Kayak Club and HUB after a faulty relay was identified.
  - Atlantic Security has been negligent upon their responsibilities,



---

6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

---

## Service Report

**Date:** August 6, 9, 31, 2022

**Biologists:** Jim Charles,  
Bill Fuller, Justin Powers

**Client:** Trout Creek CDD

**Waterways:** 24 ponds

**Entry Pond:** Pond was an 8 (good condition). Water level is normal. Water fountain pillars still look good.

Missed picture.

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



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



**Pond 1b:** This pond was a 7 (good condition). Water level is normal. Treated for minor algae on the 9<sup>th</sup>.



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



**Pond 2b:** This pond was a 6 (fair condition). Pond level is normal. Inspected fish barrier. Treated perimeter weeds and algae on the 9<sup>th</sup>.



**Pond 3a:** This pond was a 7 (good condition). Water level is normal. Perimeter treatment last month for alligator weed and torpedo grass had good results.



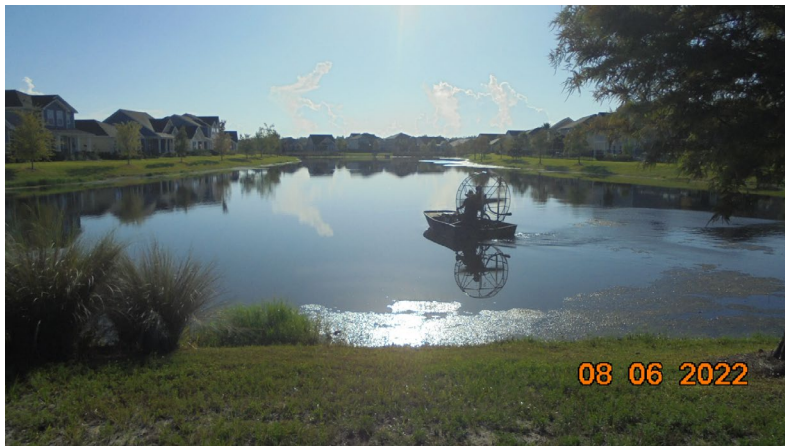
**Pond 6:** This pond was an 8 (good condition). Water level is normal. Checked fish barrier.

Missed picture.

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



**Pond 7b:** Pond was a 6 (poor condition). Water level is normal. Treated for algae by boat.



**Pond 7c:** Pond was an 8 (good condition). Water level is normal.



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



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



**Pond 9b:** Pond was an 8 (good condition). Water level is normal.



**Pond 9c:** Pond was in fair condition. Water level was normal. Treated pond for algae.



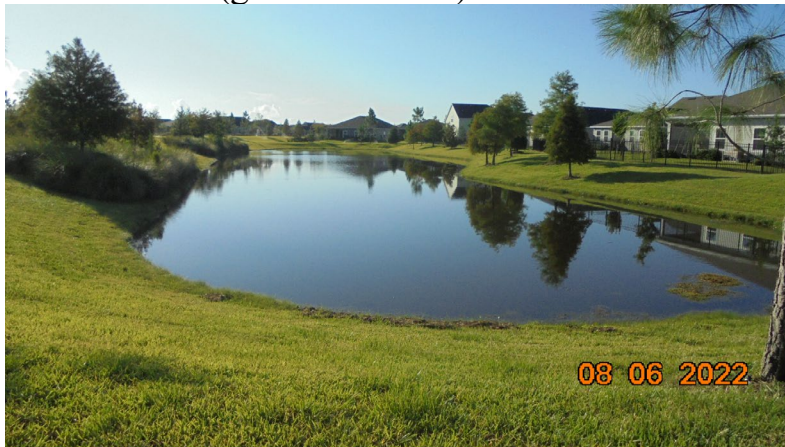
Pond looks much better on the 31<sup>st</sup>.



**Pond 10a:** Pond was a 6 (fair condition). Water level is good. Treated for chara, a macrophytic algae.



**Pond 10c:** Pond was an 8 (good condition). Water level is normal.



**Pond 10d:** Pond was a 5 (poor condition). Treated pond for algae.



Pond looks much better on the 31<sup>st</sup>.



**Pond 11a:** Pond was a 7 (improved condition). Perimeter treatment last month for torpedo grass, alligator weed and pennywort was effective.



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



**Pond 11c:** Pond was a 6 (fair condition). Water level is normal. Treated for algae on the 6th.



**Pond 12a:** Pond was in fair to good condition.



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



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



Jim Charles

# Tab 8

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

---

This Fourth Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1<sup>st</sup> day of October, 2022 (the “**Effective Date**”), by and between **Trout Creek Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

**RECITALS**

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

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

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

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

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

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

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

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

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_  
PRINTED NAME: William J. Rizzetta  
TITLE: President  
DATE: \_\_\_\_\_

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_  
PRINTED NAME: Andrew Smith  
TITLE: Chairman/Vice Chairman  
DATE: 9-7-22

ATTEST:

  
\_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors  
C. DAVID ROANE  
\_\_\_\_\_  
Print Name

**Exhibit B – Schedule of Fees**

**EXHIBIT B**  
Schedule of Fees

<b>STANDARD ON-GOING SERVICES:</b>		
Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:		
	<b>MONTHLY</b>	<b>ANNUALLY</b>
Management:	\$1,720.92	\$20,651
Administrative:	\$428.75	\$5,145
Accounting:	\$1,720.92	\$20,651
Financial & Revenue Collections:	\$442.00	\$5,304
Assessment Roll <sup>(1)</sup>		\$5,569
<b>Total Standard On-Going Services:</b>	<b>\$4,312.58</b>	<b>\$57,320</b>

(1) Assessment Roll is paid in one lump-sum after the roll is completed.

<b>ADDITIONAL SERVICES:</b>	<b>FREQUENCY</b>	<b>RATE</b>
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

### **PUBLIC RECORDS REQUESTS FEES:**

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

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

## **Tab 9**



## Aquatic Management Agreement

This Agreement dated *effective to start* \_\_\_\_\_, 2022, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Trout Creek CDD

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ E-Mail \_\_\_\_\_

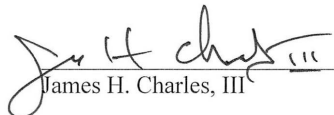
Hereinafter called "**CLIENT**".

- 1) **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): Additional Five (5) ponds identified as 20, 21A, 21B, 22A and 22B located in Trout Creek CDD in St Johns County, FL.
- 2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

a) <b>Monthly Aquatic Management Services for new ponds</b>	<b>\$ 500.00</b>
b) Comprehensive Service Reports following each treatment	\$ <u>Included</u>
c) Pollution Liability Insurance	\$ <u>Included</u>
d) <b>Grass Carp stocking (Upon Approval)</b>	<b>\$ 8.00/fish</b>
e) <b>Permitting for Grass Carp</b>	<b>\$ <u>Included</u></b>
f) <b>Fabrication and Installation of Aluminum Fish Barriers</b>	<b>\$ <u>45/sq. ft</u></b>
g) <b>Excessive Construction Trash Collection</b>	<b>\$ <u>75./hour</u></b>

- 3) **The terms and conditions in this entire Agreement (to include pages 2 and 3) form an integral part of this Agreement and the CLIENT hereby acknowledges that he has read, is familiar with, has checked and initialed all boxes listing DISCLOSURE conditions (a) through (i) on page 2, and will comply with the contents thereof.**

**Charles Aquatics, Inc.**

  
 \_\_\_\_\_  
 James H. Charles, III

**Client**

**Sign** \_\_\_\_\_

**Print** \_\_\_\_\_

**Date** \_\_\_\_\_

- 4) Payment - This contract has a Net 30 payment requirements. Payments made after 30 days from the date of the invoice will be assessed interest charges in the amount of 1.5% for each month payment is late.
- 5) Aquatic management services stated in this **Agreement** will commence within ten (10) days of the execution of this **Agreement** by the **CLIENT**.
- 6) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **September 15, 2022**.

**Terms and Conditions**

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of aquatic weeds:
  - a) **Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algacides to control aquatic weeds and filamentous or macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algacides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing. Planktonic algae and Cyanobacteria will be an additional fee to control.
  - b) **Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.
  - c) **Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the **CLIENT**. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement but available for an additional fee.**
  - d) **Trash Removal** – Trash removal consists of the physical removal of minor trash floating within and from the areas immediately surrounding the Client’s waterway(s) and may be provided at no additional cost. Minor trash is defined as the amount of trash that can fit into a 5 gallon bucket. More trash than that will be an additional cost at \$75/manhour.
- 2) **Disclosure** - **CLIENT** agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

	<b>YES</b>	<b>NO</b>	<b>INITIALS</b>
a) Water used for irrigating landscape around ponds is "effluent" or reclaimed water.	<input type="checkbox"/>	<input type="checkbox"/>	_____
b) Water from the treated waterway(s) is used for irrigation.	<input type="checkbox"/>	<input type="checkbox"/>	_____
c) Water from the treated waterway(s) is used for human or animal consumption.	<input type="checkbox"/>	<input type="checkbox"/>	_____
d) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
e) Any special use of treated waterway which may conflict with treatments.	<input type="checkbox"/>	<input type="checkbox"/>	_____
f) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	<input type="checkbox"/>	<input type="checkbox"/>	_____
g) Restrictions on the use of any aquatic herbicides or algacides in the waterways to be treated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
h) Existence of other aquatic management programs being conducted in the same waterway (s) which <b>Charles Aquatics, Inc.</b> is treating.	<input type="checkbox"/>	<input type="checkbox"/>	_____
i) <b>CLIENT</b> agrees to provide <b>Charles Aquatics, Inc.</b> additional details on any conditions (s) checked “ <b>YES</b> ” in boxes adjacent subparagraphs (a) through (g) above on the spaces below:			_____ _____ _____

- j) **CLIENT** agrees that its failure to disclose any conditions (s) listed in (a) through (i) above may compromise **Charles Aquatics’** capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the **Agreement**.
- k) Any failure of **CLIENT** to disclose conditions listed in (a) through (i) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics’** ability to provide satisfactory aquatic management service does not relieve **CLIENT’s** obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.
- l) Disclosure by checking and initialing boxes listing **certain** conditions adjacent to subparagraphs (a) through (i) above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement, Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.** *In the event that Charles Aquatics, Inc. installs aluminum fish barriers at their cost and the contract is terminated by CLIENT, the CLIENT must reimburse Charles Aquatics, Inc. for the barriers.*
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, General Liability and Pollution Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. **CLIENT** agrees to reimburse **CHARLES AQUATICS, Inc.** for any bank charges resulting from a returned check for insufficient funds.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT**, **Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

## **Tab 10**



**AMENDMENT TO MAINTENANCE AGREEMENT**

CLIENT: Trout Creek CDD | Shearwater

CONTACT: Carol Brown

ADDRESS: 100 Kayak Way  
St. Augustine, FL 32092

TELEPHONE: (904) 436-6270

FAX: \_\_\_\_\_

OWNER: Tiannia Harrold

ORIGINAL CONTRACT DATE: 8/30/21

ACCOUNT #: 517

NEW PRICE: \$ 4,839.75 per Mth

CHECK CLEANING DAY

OLD PRICE: \$ 4,275.00 per Mth

M T W TH F SA SU

AMOUNT: \$ 564.75 per Mth

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

Annual inflation increase. Current inflation rate is 9%. Total \$384.75

Add on three exterior cans @ \$3.00 per can, per day. Total \$180.00 (20 days)  
(2 cans at the HUB & 1 can at the Outpost)

**ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.**

EFFECTIVE DATE: 10/1/22

CLIENT:

JANI-KING:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Tiannia Harrold  
\_\_\_\_\_  
Printed Name

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

Date: 7/29/22

# **Tab 11**

**RESOLUTION 2022-19**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2022/2023; AND PROVIDING FOR 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**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt the Fiscal Year 2022/2023 annual meeting schedule attached as **Exhibit A**.

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

**SECTION 1.** The Fiscal Year 2022/2023 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 21st day of September, 2022.

ATTEST:

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2022/2023 Annual Meeting Schedule

**Exhibit A: Fiscal Year 2022/2023 Annual Meeting Schedule**

**BOARD OF SUPERVISORS MEETING DATES  
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2022/2023**

The Board of Supervisors of the Trout Creek Community Development District will hold their regular meetings for Fiscal Year 2022/2023 at 3:00 PM in the Kayak Club, 100 Kayak Way, St. Augustine, Florida 32092, with the exception of the meetings marked with an asterisk\*, which will be held at 6:00 PM.

**October 19, 2022**  
**November 16, 2022**  
**December 21, 2022**  
**January 18, 2023**  
**February 15, 2023**  
**March 15, 2023**  
**April 19, 2023**  
**May 17, 2023\***  
**June 21, 2023**  
**July 19, 2023**  
**August 16, 2023\***  
**September 20, 2023**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 or by calling (904) 436-6270.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 436-6270 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager

Consideration of Fiscal Year 22-23 District Insurance Policy  
(Under Separate Cover)