



Rizzetta & Company

# Trout Creek Community Development District

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**Board of Supervisors' Meeting  
June 19, 2024**

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

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

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Kayak Club, 100 Kayak Way, St. Augustine, FL 32092

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

<b>Board of Supervisors</b>	Mike McCollum Vincent Sajkowski Frank Murphy Ryan Stone Clint Wright	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.

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

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

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 (239) 936-0913. 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

June 12, 2024

## FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **June 19, 2024 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' Meeting held on May 15, 2024....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for May 2024.....Tab 2
  - C. Acceptance of Annual Audit Report, Fiscal Year Ending September 2023.....Tab 3
  - D. Discussion Regarding Investment Options for Public Funds .....Tab 4
  - E. Consideration of CDD/HOA Water Utility Cost Share Agreement – *(Under Separate Cover)*
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    - 1.) Stormwater Outfall Repair Update
  - C. Construction Administrator
  - D. Landscape Reports
    - 1.) Phase 1 – The Greenery.....Tab 5
    - 2.) Phase 2 – Tree Amigos.....Tab 6
      - a.) Consideration of Proposal to Replace Broken Oak Trees
    - 3.) Phase 3 – Prestige.....Tab 7
  - E. Charles Aquatics Service Reports.....Tab 8
  - F. General Manager.....Tab 9
    - 1.) Update on Landscape/Irrigation Remediation
    - 2.) Update on Outpost Vandalism & Options
    - 3.) Square Report
    - 4.) Sales Summary (Income/Profit)`
    - 5.) Café Sales by Item (Income/Expense)
  - G. District Manager
5. **BUSINESS ITEMS**
  - A. Consideration of Fitness Equipment Proposal(s).....Tab 10
  - B. Consideration of FPL LED Lighting Agreement.....Tab 11
  - C. Ratification of Kayak Club A/C Repair.....Tab 12
  - D. Discussion Regarding Parking at the Kayak Club & Pre-Application with SJC Development Review Division of Growth Management Department.....Tab 13

E. Discussion Regarding Weekend Trolley Service  
F. Consideration of Shearwater Phase 3G – Roadway Easement.....Tab 14  
G. Consideration of Prestige Renewal Agreement (*through warranty period*).....Tab 15  
H. Consideration of Charles Aquatics Management Agreement for Ponds 29A & 29B.....Tab 16

- 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 meeting of the Board of Supervisors of Trout Creek Community Development District was held on May 15, 2024, at 3:00 p.m. at The Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

- Mike McCollum Board Supervisor, Chairman (speakerphone)
Vincent Sajkowski Board Supervisor, Vice Chairman
Clint Wright Board Supervisor, Assistant Secretary
Frank Murphy Board Supervisor, Assistant Secretary

Also present were:

- Melissa Dobbins District Manager, Rizzetta & Co., Inc.
Katie Buchanan District Counsel, Kutak Rock, LLP (speakerphone)
Matt Melchiori District Engineer, Prosser Inc. (speakerphone)
Jeremy Loar First Service Residential
Belynda Tharpe General Manager, First Service Residential
Tiffany Brun Assistant Manager, First Service Residential
Chris Kenny Account Manager, Prestige
Zach Higginbotham Account Manager, The Greenery
Kyle Carasea Manager, Tree Amigos
David Roane Construction Administrator

Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Audience Member had a question regarding the Tennis Revenue in the Fiscal Year 2024/2025 Proposed Budget.

51 **THIRD ORDER OF BUSINESS** **Consideration of the Minutes of**  
52 **the Board of Supervisors' Meeting**  
53 **held on April 17, 2024**  
54

On a motion by Mr. Murphy, seconded by Mr. Wright, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held on April 17, 2024, for Trout Creek Community Development District.

55 **FOURTH ORDER OF BUSINESS** **Consideration of the Minutes of**  
56 **the Board of Supervisors' Budget**  
57 **Workshop held on April 24, 2024**  
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On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board approved the minutes of the Board of Supervisors' budget workshop held on April 24, 2024, for Trout Creek Community Development District.

60 **FIFTH ORDER OF BUSINESS** **Ratification of the Operation**  
61 **and Maintenance Expenditures**  
62 **for April 2024**  
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On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board ratified the Operation & Maintenance Expenditures for April 2024, in the amount of \$307,776.09, for Trout Creek Community Development District.

66 **SIXTH ORDER OF BUSINESS** **Consideration of VGlobal ADA**  
67 **Website Amended Proposal**  
68  
69  
70 Ms. Dobbins explained this proposal reduces the annual fee from \$5,200.00 to  
71 \$2,500.00/year.  
72

On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board approved VGlobal ADA Website Amended proposal, in the amount of \$2,500.00 per year, for Trout Creek Community Development District.

73 **SEVENTH ORDER OF BUSINESS** **Staff Reports**  
74  
75 **A. District Counsel**

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78 Ms. Buchanan updated the Board she is still working on the letter to VerdeGo regarding  
79 an update current cost for landscape remediation and will work with staff on updating  
80 policies to remove the Nest info.  
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## **B. District Engineer**

### **1.) Stormwater Outfall Repair Update**

Mr. Melchiori updated the Board that a meeting has been scheduled with the contractor to review repair options, which Mr. Brad Davis, with Prosser, will be attending. After discussion, it was directed that Mr. Murphy send a list of questions that he would like answered at this meeting, so the Board has answers at the next meeting to get this repair completed ASAP.

*\*Board moved to agenda item 4D.*

## **D. Landscape Reports**

### **1.) Phase 1 – The Greenery**

Mr. Higginbotham reviewed his report under Tab 5. He admitted to the Board he felt his crew was being a bit more reactive and not proactive and has added an additional day on Wednesday for maintenance.

### **2.) Phase 2 - Tree Amigos**

Mr. Carasea reviewed the report behind Tab 6 and stated that pine straw will be put down in next 2-3 weeks.

### **3.) Phase 3 – Prestige**

Mr. Kenney reviewed the report behind Tab 7.

## **E. Charles Aquatics Service Report**

### **1.) Shearwater Pillars Report**

Mr. Sajkowski requested for staff to confirm that Charles Aquatics will attend the June meeting to review organic treatment options.

## **F. General Manager**

### **1.) Swim Team Program Update**

### **2.) Update on Landscape/Irrigation Remediation**

### **3.) General Manager Operations Report**

### **4.) April 2024 Square Sales Reports**

### **5.) April 2024 Expense Report**

Ms. Tharpe confirmed that the Swim Team Program is going well and there are no issues at this time.

133 Mr. Sward, Tree Amigos Irrigation Specialist, updated the Board that he will review the  
134 system along Shearwater Parkway and fix it as he goes through it and work within the  
135 budget of \$10,000.00. However, he can't guarantee it will all get fixed, but he will get  
136 most of it fixed.

137  
138 Mr. Sward also stated that he completed fixing the irrigation at the amenity center.  
139

140 Ms. Tharpe reviewed her report and noted she is having issues with racoons, amenity  
141 gate issues and have had approximately 500 homes update their registration information  
142 during their Fob Audit. She also stated the Board needs to further discuss shuttle service  
143 since that is not budgeted for Fiscal Year 2024 and is approximately \$1600.00 per event.  
144

145 Mr. Wright stated he is reviewing midge treatment options with the county.

146  
147 The Board also discussed holding another budget workshop in June or July. Staff will  
148 confirm a date once Mr. Wright can review his schedule.  
149

150 **G. District Manager**

151 **1.) Presentation of Registered Voter Count**

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153  
154 Ms. Dobbins reviewed the registered voter count under Tab 10 and reminded the Board  
155 that the General Election Qualifying Period ends on June 14th.

156 **EIGHTH ORDER OF BUSINESS**

**Consideration of Fitness  
Equipment and PM Services**

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On a motion by Mr. Wright, seconded by Mr. Murphy, with all in favor, the Board approved Liv Heartline Fitness PM proposal, in the amount of \$280 per visit , for Trout Creek Community Development District.
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160 **NINTH ORDER OF BUSINESS**

**Discussion Regarding Kayak Club  
Parking**

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164 Mr. Murphy suggested that the District look at having a study completed sometime in the  
165 future to see if there are other additional areas for more parking.

166  
167 The Board discussed the need for shuttle service for 10 weeks on Saturday and Sunday in  
168 the amount of \$3,200.00 per weekend, with the occasional holiday like Memorial Day and  
169 July 4<sup>th</sup>.  
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On a motion by Mr. Wright, seconded by Mr. Murphy, with all in favor, the Board authorized moving forward with the shuttle service until next meeting for the Board to review an agreement, for Trout Creek Community Development District.
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172 The Board requested Ms. Dobbins to separate this expense out under Special Events within  
173 the current budget and in Fiscal Year 2024/25 proposed budget.  
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**TENTH ORDER OF BUSINESS**

**Presentation of the Fiscal Year  
2024-2025 Proposed Budget**

**1.) Resolution 2024-02 to Propose the Budget and Set Public Hearing**

After discussion, the Board adjusted the proposed budget under the categories of District Counsel, Special Events, Landscape Maintenance, Lifeguards, Staffing and Supplies.

On a motion by Mr. Murphy, seconded by Mr. Sajkowski, with all in favor, the Board adopted Res. 2024-02 and Set the Public Hearing to be held on August 21<sup>st</sup> at 5pm, with the regular meeting starting at 3pm, for Trout Creek Community Development District.

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**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests & Audience  
Comments**

**Supervisor Requests**

Mr. Wright expressed concerns regarding a change in the community plan where a walking trail is no longer being built within the District. He also is talking to the county regarding cost share options to alleviate cost to the District for in the future to help reduce fire hazards. This would include maintenance to bobcat areas to remove brush in the pine uplands. The Board agreed for Mr. Wright to take the lead on these projects to then report back to the Board when ready. Mr. Wright also stated he was going to work on getting estimates on paving Shearwater Parkway for the Board to have as a future reference.

Mr. Murphy updated the Board that he was made aware that the 210 project is not going to get to Shearwater until the 3<sup>rd</sup> or 4<sup>th</sup> quarter of this year.

**Audience Comments**

A suggestion was made to look into the county parking/zoning dept. to help with doing a study on the parking at the Kayak Club.

A comment was made regarding the Board reviewing investment options to earn interest on District funds.

A comment was made regarding leasing versus purchasing fitness equipment.

There were concerns regarding parking issues and entrance issues.

213

**TWELFTH ORDER OF BUSINESS**

**Consideration of Security  
Services Proposal – \*Closed  
Session**

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*\*Florida law requires Board discussions related to the District's security system, as well as any discussions that would reveal the operations of the security system, types of equipment, and/or locations, to be held in a closed session, per Section 119.071(3) of the Florida Statutes.*

221  
222 The Board discussed a proposal for security services at the Kayak Club.

223  
224 *The Board opened the meeting to the public.*

225  
226 No audience present.

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On a motion by Mr. Murphy, seconded by Mr. McCollum, with all in favor, the Board approved Godly Security Agency proposal for Security Service, subject to the execution of a District agreement, for Trout Creek Community Development District.
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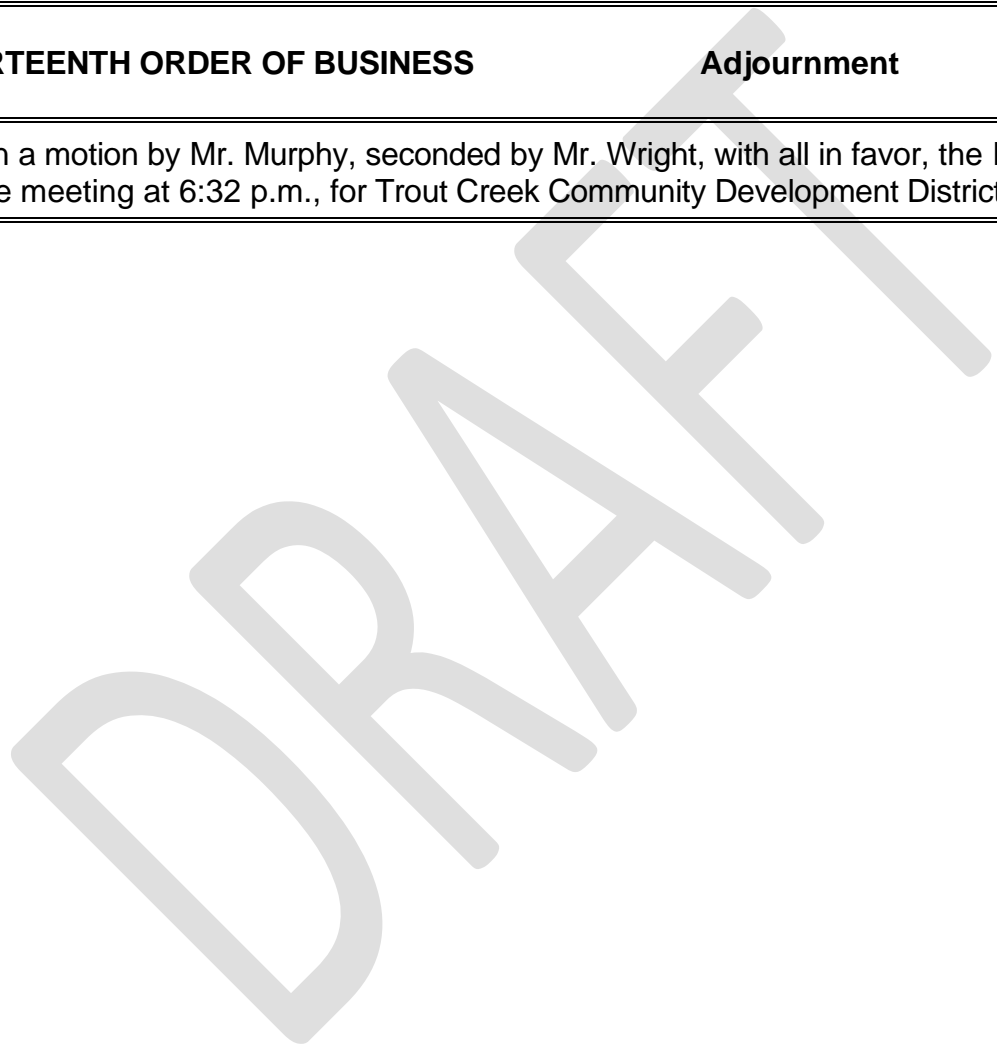
228  
229 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

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On a motion by Mr. Murphy, seconded by Mr. Wright, with all in favor, the Board adjourned the meeting at 6:32 p.m., for Trout Creek Community Development District.
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Secretary /Assistant Secretary

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Chairman / Vice Chairman

DRAFT

## **Tab 2**

# TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

## **Operation and Maintenance Expenditures Presented For Board Approval May 2024**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2024 through May 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$293,586.10**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2024 Through May 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
All Weather Contractors, Inc.	101049	166507	Service Call W/O 214962 08/23	\$ 429.50
All Weather Contractors, Inc.	101049	166510	Plumbing Call 08/23	\$ 236.25
Apartment Fire Extinguisher Services, Inc.	101093	107619	Recharge ABC F/E 5# 04/24	\$ 116.85
Arrow Exterminators	101068	880812 Renewal	Annual Termite Renewal 07/24	\$ 565.00
Arrow Exterminators	101057	56540713	Rodent Control Services 05/24	\$ 186.00
Arrow Exterminators	101057	56540994	Monthly Pest Control Services 05/24	\$ 116.00
Arrow Exterminators	101057	56540995	Pest Control Services 05/24	\$ 96.00
AT&T	20240517-05	151561791 05/24 Autopay	Internet Services 05/24	\$ 32.10
AT&T	20240517-05	299942543 05/24 Autopay	Internet Services 05/24	\$ 32.10
AT&T	20240527-01	323382736 05/24 Autopay	TV & Internet Services 05/24	\$ 134.30
AT&T	20240529-02	324079257 05/24 Autopay	Phone & Internet Services 05/24	\$ 169.37
Buster's Cleaning Service	101058	123	Janitorial Services 05/24	\$ 1,600.00
Charles Aquatics, Inc.	101059	50394	Fountain Maintenance 04/24	\$ 400.00
Charles Aquatics, Inc.	101047	50761	Pond Maintenance 05/24	\$ 3,051.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2024 Through May 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles Aquatics, Inc.	101059	50814	Additional Pond Maintenance 05/24	\$ 228.00
Cronin Ace Hardware	101060	Monthly Summary ACH 04/24	Miscellaneous Supplies 04/24	\$ 202.84
Deputy Services	20240501-01	707563 ACH	Deputy Services 04/26/24	\$ 174.98
Deputy Services	20240501-03	708559 ACH	Deputy Services 04/27/24	\$ 173.25
Deputy Services	20240501-02	709083 ACH	Deputy Services 04/28/24	\$ 288.75
Deputy Services	20240515-01	713605 ACH	Deputy Services 05/03/24	\$ 173.25
Deputy Services	20240515-02	714366 ACH	Deputy Services 05/04/24	\$ 173.25
Deputy Services	20240515-03	715018 ACH	Deputy Services 05/05/24	\$ 288.75
Deputy Services	20240517-01	719649 ACH	Deputy Services 05/10/24	\$ 173.25
Deputy Services	20240517-02	720119 ACH	Deputy Services 05/11/24	\$ 288.75
Deputy Services	20240517-03	720437 ACH	Deputy Services 05/11/24	\$ 173.25
Deputy Services	20240517-04	721000 ACH	Deputy Services 05/12/24	\$ 288.75
Deputy Services	20240530-01	725567 ACH	Deputy Services 05/17/24	\$ 173.25
Deputy Services	20240530-02	726099 ACH	Deputy Service 05/18/24	\$ 288.75

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2024 Through May 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Deputy Services	20240530-03	726338 ACH	Deputy Services 05/18/24	\$ 288.75
Deputy Services	20240524-01	727027 ACH	Deputy Services 05/19/24	\$ 288.75
ECS Florida, LLC	101061	1168424	SW System Maintenance 04/24	\$ 8,400.00
FirstService Residential Florida, Inc.	101039	10970195	Management Services 04/06/24-04/19/24	\$ 25,496.66
FirstService Residential Florida, Inc.	101048	10971329	Management Fee - Phone Allowance 05/24	\$ 1,725.00
FirstService Residential Florida, Inc.	101062	10972698	Management Services 04/20/24-05/03/24	\$ 20,680.41
FirstService Residential Florida, Inc.	101080	10975719	Medical Insurance 05/24	\$ 3,630.00
FirstService Residential Florida, Inc.	101090	10976583	Management Services 05/04/24-05/17/24	\$ 21,569.20
Florida Department of Revenue	20240509-01	65-8017062725-9 04/24 ACH	65-8017062725-9 Sales & Use Tax 04/24	\$ 598.37
Florida Janitor & Paper Supply	101063	371396	Janitorial Supplies 05/24	\$ 452.13
Florida Janitor & Paper Supply	101081	371759	Janitorial Supplies 05/24	\$ 311.34
Florida Natural Gas	101050	1021767ES	Natural Gas Services 04/24	\$ 9.20
Florida Power & Light Company	20240503-01	03602-11429 03/24 Autopay	38 Rosemont Dr 03/24	\$ 36.00
Florida Power & Light Company	20240529-03	06081-09518 04/24 Autopay	315 Rosemont Dr #IRR 04/24	\$ 28.31

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2024 Through May 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Power & Light Company	20240529-05	39473-03305 04/24 Autopay	25 Ridgewind Dr #LTG 04/24	\$ 55.50
Florida Power & Light Company	20240529-01	49571-83074 04/24 Autopay	204 Chalet Ct #IRR 04/24	\$ 25.66
Florida Power & Light Company	20240529-04	92236-52372 04/24 Autopay	23 Calcutta Dr #IRR 04/24	\$ 43.47
Florida Power & Light Company	20240503-01	98411-59305 03/24 Autopay	37 Timberwolf Trl 03/24	\$ 37.74
Florida Power & Light Company	20240524-02	Monthly Summary 04/24 Autopay	Electric Services 04/24	\$ 9,444.18
Frank Murphy	101069	FM051524	Board of Supervisors Meeting 05/15/24	\$ 200.00
Gannett Florida LocaliQ	101082	0006398958 04/04/24 4/25/24	Acct# 764106 Legal Advertising 04/24	\$ 157.04
HD Supply, Inc.	101070	1851603 Summary 04/24	Miscellaneous Supplies 04/24	\$ 197.59
Howard Services, Inc.	101071	S-17956	Service Call - Fitness Center A/C 05/24	\$ 627.00
Howard Services, Inc.	101083	S-18041	Service Call - Front Maint Entrance 05/24	\$ 1,206.00
IPFS Corporation	101040	GAA-D40542 06/24	Liability Insurance Payment 8 06/24	\$ 7,505.98
JEA	20240503-02	9634626977 03/24 Autopay	Water-Sewer Services 03/24	\$ 22,081.17
Konica Minolta Premier Finance	101064	528063514	Copier Lease #500-00673850-000 05/24	\$ 434.50
Kutak Rock, LLP	101041	3383110	Legal Services 03/24	\$ 6,260.73

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2024 Through May 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Maximum Entertainment Trivia	101067	1 041824	DJ Services Memorial Day 05/24	\$ 350.00
McDermitt Davis & Company, LLC	101088	58200	Auditing Services FYE 09/30/23	\$ 4,100.00
Mini Melts of America, Inc.	101051	432716	Ice Cream Precup 04/24	\$ 206.80
Mini Melts of America, Inc.	101065	435586	Ice Cream Precup 05/24	\$ 115.15
Poolsure	101042	131295621208	Pool Chemicals 05/24	\$ 4,588.50
Prestige Landscapes of North Florida, Inc.	101084	12130	PH3 Granular Fertilization 03/24	\$ 5,400.00
Prestige Landscapes of North Florida, Inc.	101052	12138	PH3 Monthly Maintenance 05/24	\$ 17,309.75
Prestige Landscapes of North Florida, Inc.	101052	12141	Ph3 Monthly Maintenance 04/24	\$ 2,700.66
Prince Pele's Polynesian Revue	101046	52424 Balance	Entertainment for Luau 04/24	\$ 1,250.00
Prosser, Inc.	101097	52403	Engineering Services 04/24	\$ 1,965.00
Republic Services	20240506-01	0687-001420101 Autopay	Waste Disposal Services 05/24	\$ 711.03
Richard Clinton Wright	101072	CW051524	Board of Supervisors Meeting 05/15/24	\$ 200.00
Rizzetta & Company, Inc.	101045	INV0000089369	District Management Fees 05/24	\$ 4,585.09
Stanley Steemer of St. Johns & Flagler Counties	101085	102229	Steam Cleaning 05/24	\$ 521.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2024 Through May 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Surfside Pools	101053	199163	Pool Maintenance 05/24	\$ 3,500.00
Surfside Pools	101053	302211	Pool Chemicals 04/24	\$ 437.50
TECO Peoples Gas	20240528-01	211011457499 04/24	Natural Gas Services - 182 Kayak Way 04/24	\$ 48.06
TECO Peoples Gas	20240528-01	221008807523 04/24	Natural Gas Services - 2105 Shearwater Pkwy 04/24	\$ 45.77
The Bank of New York Mellon	101079	252-2631031	Capital Improvement Revenue Bond Series 2022 05/01/24 - 04/30/25	\$ 6,000.00
The Greenery of North Florida, Inc.	101054	750974	Landscape Maintenance Contract #59056 05/24	\$ 17,681.82
The Greenery of North Florida, Inc.	101086	752487	Pine Straw Install 05/24	\$ 26,772.00
The Sherwin-Williams Co., Inc.	101073	2283-8312-1 Summary 04/24	Miscellaneous Paint Supplies 04/24	\$ 129.43
The Tree Amigos Outdoor Services, LLC	101043	202190	Drainage Install @ Dalton Circle 04/24	\$ 14,380.00
The Tree Amigos Outdoor Services, LLC	101074	202491	Landscape Enhancement - Roundabout, Triangle Islands & The Playground Mulch at Falls Park 04/24	\$ 12,768.00
The Tree Amigos Outdoor Services, LLC	101056	202659		\$ 4,500.00
The Tree Amigos Outdoor Services, LLC	101066	203202	Back Flow Maintenance 05/24	\$ 225.00
The Tree Amigos Outdoor Services, LLC	101075	203213	Landscape Enhancement - Roundabout @ The Outpost 05/24	\$ 1,875.00
The Tree Amigos Outdoor Services, LLC	101092	203263	Diagnostic work on Amenity Center Clock 05/24	\$ 1,695.00

# Trout Creek Community Development District

## Paid Operation & Maintenance Expenditures

May 1, 2024 Through May 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Tree Amigos Outdoor Services, LLC	101087	210809	Replacement of Podocarpus on Appleton Court 05/24	\$ 2,450.00
Trout Creek CDD	DC050924	DC050924	Debit Card Replenishment 05/09/24	\$ 2,860.55
Trout Creek CDD	DC053124	DC053124	Debit Card Replenishment 05/31/24	\$ 3,410.37
Vesta Property Services, Inc.	101076	419352	Lifeguard/Supervisor/Pool Monitor 04/24	\$ 7,713.40
Vexacor Supply Group, LLC	101077	A-577228	Equipment Removal (Coffee Bar & Beverage System) 05/24	\$ 198.00
VGlobal Tech	101044	6124	Website Maintenance 05/24	\$ 300.00
Vincent J Sajkowski	101078	VS051524	Board of Supervisors Meeting 05/15/24	\$ 200.00
Wayne Automatic Fire Sprinklers, Inc.	101098	1135808	Quarterly Sprinkler Inspection 05/24	\$ 100.00
Wellbeats, Inc.	101055	EPIV00000089933	WBC_PLUS Content Period 05/24	\$ 249.00
<b>Report Total</b>				<b><u>\$ 293,586.10</u></b>

## **Tab 3**

# **Financial Statements**

**September 30, 2023**

**Trout Creek Community  
Development District**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
*Trout Creek Community Development District*

### Report on the Audit of the Financial Statements

#### Opinions

We have audited the financial statements of the governmental activities, and each major fund of the *Trout Creek Community Development District* (the "District"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2023, and the respective changes in financial position thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

#### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis starting on page 3 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated May 10, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*McDiarmid Davis*

Orlando, Florida  
May 10, 2024

Our discussion and analysis of *Trout Creek Community Development District* (the "District") financial accomplishments provide an overview of the District's financial activities for the year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, financial statements and accompanying notes.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement (GASB) No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* issued June 1999.

### **Financial Highlights**

- The assets of the District exceeded its liabilities at September 30, 2023 by \$26,825,554 an increase of \$5,176,638 in comparison with the prior year.
- At September 30, 2023, the District's governmental funds reported fund balances of \$4,864,920 an increase of \$585,184 in comparison with the prior year.

### **Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to *Trout Creek Community Development District's* financial statements. The District's financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to financial statements.

### **Government-Wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets, liabilities, and deferred inflows/outflows with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include general government, maintenance and operations, and culture and recreation related functions.

### **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: Governmental Funds.

#### *Governmental Funds*

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered to be major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

**Notes to Financial Statements**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**Government-Wide Financial Analysis**

*Statement of Net Position*

The District's net position was \$26,825,554 at September 30, 2023. The analysis that follows focuses on the net position of the District's governmental activities.

	September 30, 2023	September 30, 2022
Assets, excluding capital assets	\$ 6,584,680	\$ 6,486,179
Capital assets, not being depreciated	58,539,725	54,713,647
<b>Total assets</b>	<b>65,124,405</b>	<b>61,199,826</b>
Liabilities, excluding long-term liabilities	2,515,142	3,007,254
Long-term liabilities	35,783,709	36,543,656
<b>Total liabilities</b>	<b>38,298,851</b>	<b>39,550,910</b>
Net Position:		
Net investment in capital assets	25,420,691	20,840,765
Restricted for debt service	565,951	406,786
Restricted for capital projects	11,255	10,873
Unrestricted	827,657	390,492
<b>Total net position</b>	<b>\$ 26,825,554</b>	<b>\$ 21,648,916</b>

Trout Creek Community Development District  
**Management's Discussion and Analysis**

The following is a summary of the District's governmental activities for the fiscal year ended September 30, 2023.

	<u>2023</u>	<u>2022</u>
Revenues:		
Program revenues	\$ 9,209,224	\$ 10,911,575
General revenues	211,601	65,952
<b>Total revenues</b>	<u>9,420,825</u>	<u>10,977,527</u>
Expenses:		
General government	219,084	393,291
Maintenance and operations	1,309,637	3,883,897
Culture and recreation	779,043	545,239
Interest on long-term debt	1,936,423	1,866,074
<b>Total expenses</b>	<u>4,244,187</u>	<u>6,688,501</u>
Change in net position	5,176,638	4,289,026
Net position, beginning	21,648,916	17,359,890
<b>Net position, ending</b>	<u>\$ 26,825,554</u>	<u>\$ 21,648,916</u>

As noted above and in the statement of activities, the cost of all governmental activities during the year ended September 30, 2023 was \$4,244,187. The majority of these costs are interest on long-term debt and maintenance and operations expenses.

**Financial Analysis of the Government's Funds**

The District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The focus of the District's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At September 30, 2023, the District's governmental funds reported combined ending fund balances of \$4,864,920. Of this total, \$23,165 is nonspendable, \$4,037,263 is restricted, \$278,760 is assigned and the remainder of \$525,732 is unassigned.

**General Fund Budgetary Highlights**

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the general fund, including the original budget and final adopted budget, is shown on page 12. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control is at the fund level.

### **Capital Asset and Debt Administration**

#### *Capital Assets*

At September 30, 2023, the District had \$58,539,725 invested in capital assets net of depreciation. More detailed information about the District's capital assets is presented in the notes to financial statements.

#### *Capital Debt*

At September 30, 2023, the District had \$36,005,000 in bonds outstanding. In addition, the District has a capital lease payable of \$9,498. More detailed information about the District's capital debt is presented in the notes to financial statements.

### **Requests for Information**

If you have questions about this report or need additional financial information, contact *Trout Creek Community Development District's* Accounting Department at 3434 Colwell Ave, Suite 200, Tampa, Florida 33614.

## FINANCIAL STATEMENTS

Trout Creek Community Development District  
**Statement of Net Position**  
September 30, 2023

	<u>Governmental Activities</u>
<b>Assets</b>	
Cash	\$ 1,022,436
Due from developer	1,500,801
Prepaid costs	17,166
Deposits	5,999
Restricted assets:	
Temporarily restricted investments	4,038,278
Capital assets:	
Capital assets not being depreciated	55,275,096
Capital assets, being depreciated	3,264,629
<b>Total assets</b>	<u>65,124,405</u>
<b>Liabilities</b>	
Accounts payable and accrued expenses	710,925
Accrued interest payable	795,382
Retainage payable	954,281
Due to developer	53,539
Unearned revenue	1,015
Noncurrent liabilities:	
Due within one year	765,000
Due in more than one year	35,018,709
<b>Total liabilities</b>	<u>38,298,851</u>
<b>Net Position</b>	
Net investment in capital assets	25,420,691
Restricted for debt service	565,951
Restricted for capital projects	11,255
Unrestricted	827,657
<b>Total net position</b>	<u>\$ 26,825,554</u>

Trout Creek Community Development District  
**Statement of Activities**  
Year Ended September 30, 2023

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenue</u>			<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	
Governmental activities:					
General government	\$ 219,084	\$ 217,962	\$ -	\$ -	\$ (1,122)
Maintenance and operations	1,309,637	1,317,540	120,350	3,921,056	4,049,309
Parks and recreation	779,043	782,498	-	-	3,455
Interest on long-term debt	1,936,423	2,704,616	144,767	435	913,395
Total governmental activities	<u>\$ 4,244,187</u>	<u>\$ 5,022,616</u>	<u>\$ 265,117</u>	<u>\$ 3,921,491</u>	<u>4,965,037</u>
		General Revenues:			
				Miscellaneous	<u>211,601</u>
				<b>Total general revenues</b>	<u>211,601</u>
				Change in net position	5,176,638
				Net position, beginning	<u>21,648,916</u>
				<b>Net position, ending</b>	<u><u>\$ 26,825,554</u></u>

Trout Creek Community Development District  
**Balance Sheet - Governmental Funds**  
September 30, 2023

	General	Debt Service	Capital Projects	Total Governmental Funds
<b>Assets</b>				
Cash	\$ 1,016,285	\$ -	\$ 6,151	\$ 1,022,436
Investments	-	4,027,023	11,255	4,038,278
Due from developer	346	-	1,500,455	1,500,801
Prepaid costs	17,166	-	-	17,166
Deposits	5,999	-	-	5,999
<b>Total assets</b>	<u>\$ 1,039,796</u>	<u>\$ 4,027,023</u>	<u>\$ 1,517,861</u>	<u>\$ 6,584,680</u>
<b>Liabilities and Fund Balances</b>				
Liabilities:				
Accounts payable and accrued expenses	\$ 164,751	\$ -	\$ 546,174	\$ 710,925
Retainage payable	-	-	954,281	954,281
Due to developer	47,388	-	6,151	53,539
Unearned revenue	-	1,015	-	1,015
<b>Total liabilities</b>	<u>212,139</u>	<u>1,015</u>	<u>1,506,606</u>	<u>1,719,760</u>
Fund balances:				
Nonspendable	23,165	-	-	23,165
Restricted for debt service	-	4,026,008	-	4,026,008
Restricted for capital projects	-	-	11,255	11,255
Assigned- capital reserve	278,760	-	-	278,760
Unassigned	525,732	-	-	525,732
<b>Total fund balances</b>	<u>827,657</u>	<u>4,026,008</u>	<u>11,255</u>	<u>4,864,920</u>
<b>Total liabilities and fund balances</b>	<u>\$ 1,039,796</u>	<u>\$ 4,027,023</u>	<u>\$ 1,517,861</u>	

**Amounts reported for Governmental Activities in the Statement of Net Position are different because:**

Capital Assets used in Governmental Activities are not financial resources and therefore are not reported in the funds.	58,539,725
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	
Accrued interest payable	(795,382)
Bonds and capital leases payable	<u>(35,783,709)</u>
<b>Net Position of Governmental Activities</b>	<u>\$ 26,825,554</u>

Trout Creek Community Development District  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Funds**  
Year Ended September 30, 2023

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
<b>Revenues</b>				
Assessment revenue	\$ 2,318,000	\$ 2,688,665	\$ -	\$ 5,006,665
Prepayment revenue	-	15,951	-	15,951
Developer contributions	-	-	3,921,056	3,921,056
HOA contribution	120,350	-	-	120,350
Investment and miscellaneous income	211,601	144,767	435	356,803
<b>Total revenues</b>	<u>2,649,951</u>	<u>2,849,383</u>	<u>3,921,491</u>	<u>9,420,825</u>
<b>Expenditures</b>				
Current:				
General government	217,000	-	-	217,000
Maintenance and operations	1,216,743	-	-	1,216,743
Parks and recreation	779,043	-	-	779,043
Debt Service:				
Interest	-	1,931,799	-	1,931,799
Principal	-	770,000	-	770,000
Capital outlay	-	-	3,921,056	3,921,056
<b>Total expenditures</b>	<u>2,212,786</u>	<u>2,701,799</u>	<u>3,921,056</u>	<u>8,835,641</u>
<b>Excess (Deficit) of Revenues Over Expenditures</b>	<u>437,165</u>	<u>147,584</u>	<u>435</u>	<u>585,184</u>
<b>Other Financing Sources (Uses)</b>				
Transfers In	-	53	-	53
Transfers Out	-	-	(53)	(53)
<b>Total other financing sources (uses)</b>	<u>-</u>	<u>53</u>	<u>(53)</u>	<u>-</u>
<b>Net change in fund balances</b>	437,165	147,637	382	585,184
Fund balances, beginning of year	390,492	3,878,371	10,873	4,279,736
<b>Fund balances, end of year</b>	<u>\$ 827,657</u>	<u>\$ 4,026,008</u>	<u>\$ 11,255</u>	<u>\$ 4,864,920</u>

Trout Creek Community Development District  
**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of  
 Governmental Funds to the Statement of Activities**  
 Year Ended September 30, 2023

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Amounts reported for Governmental Activities in the Statement of Activities are different because:

Net Change in Fund Balances - total governmental funds	\$	585,184
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Governmental Funds report outlays for Capital Assets as expenditures because such outlays use current financial resources; however, in the statement of net position the cost of those assets is recorded as capital assets. Depreciation of capital assets is not recognized in the governmental fund statements but is reported as an expense in the statement of activities.

Capital outlay	3,952,318	
Depreciation expense	<u>(126,240)</u>	3,826,078

Repayments of long-term liabilities are reported as expenditures in governmental funds, while repayments reduce long-term liabilities in the statement of net position.

Repayment of bonds payable		770,000
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest	5,429	
Amortization of bond discount	<u>(10,053)</u>	<u>(4,624)</u>

<b>Change in Net Position of Governmental Activities</b>		<b><u>\$ 5,176,638</u></b>
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Trout Creek Community Development District  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual - General Fund**  
Year Ended September 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>Revenues</b>				
Assessment revenue	\$ 2,293,521	\$ 2,293,521	\$ 2,318,000	\$ 24,479
HOA contribution	168,350	168,350	120,350	(48,000)
Miscellaneous	67,016	67,016	211,601	144,585
<b>Total revenues</b>	<b>2,528,887</b>	<b>2,528,887</b>	<b>2,649,951</b>	<b>121,064</b>
<b>Expenditures</b>				
Current:				
General government	445,757	445,757	217,000	228,757
Maintenance and operations	1,261,348	1,261,348	1,216,743	44,605
Parks and recreation	771,782	771,782	779,043	(7,261)
Capital Outlay	50,000	50,000	-	50,000
<b>Total expenditures</b>	<b>2,528,887</b>	<b>2,528,887</b>	<b>2,212,786</b>	<b>316,101</b>
<b>Net change in fund balance</b>	<b>-</b>	<b>-</b>	<b>437,165</b>	<b>437,165</b>
Fund balance, beginning	390,492	390,492	390,492	-
<b>Fund balance, ending</b>	<b>\$ 390,492</b>	<b>\$ 390,492</b>	<b>\$ 827,657</b>	<b>\$ 437,165</b>

NOTES TO FINANCIAL STATEMENTS

**NOTE 1           SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Reporting Entity**

*Trout Creek Community Development District*, (the "District") was established on October 21, 2014 by St. Johns County Ordinance 2014-44 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development, the power to borrow money and issue bonds, and the power to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors (the "Board"), which is composed of five members. The Supervisors are elected on an at large basis by landowners within the District. Ownership of land within the District entitles the owner to one vote per acre, or lot. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2023 two of the Board members were affiliated with WFC Ashford Mills, LLC (the "Developer"). The District is economically dependent on the Developer.

The Board has final responsibility for:

1.       Allocating and levying assessments.
2.       Approving budgets.
3.       Exercising control over facilities and properties.
4.       Controlling the use of funds generated by the District.
5.       Approving the hiring and firing of key personnel.
6.       Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements 14, 39, and 61. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**Government-Wide and Fund Financial Statements**

The financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, 2) grants, contributions and investment earnings that are restricted to meeting the operational or capital requirements of a particular function or segment and 3) operating-type special assessments that are treated as charges for services (including assessments for maintenance and debt service). Other items not included among program revenues are reported instead as *general revenues*.

**Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

**NOTE 1           SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the modified *accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, except for Developer receivables for retainage, which are collected from the Developer when the amount is due to the contractor. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments, including debt service assessments and operation and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District and benefited by the District's activities. Operation and maintenance special assessments are levied by the District prior to the start of the fiscal year which begins October 1<sup>st</sup> and ends on September 30<sup>th</sup>. These assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District. Certain debt service assessments are collected upon the closing of those lots subject to short term debt and are used to prepay a portion of the bonds outstanding.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

*General Fund* - Is the District's primary operating fund. It is used to account for and report all financial resources not accounted for and reported in another fund.

*Debt Service Fund* - Accounts for the accumulation of resources for the annual payment of principal and interest on long-term debt.

*Capital Project Fund* - Accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

**Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance**

*Restricted Assets*

These assets represent cash and investments set aside pursuant to bond covenants.

*Deposits and Investments*

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

Investments of the District are reported at fair value and are categorized within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. The District's investments consist of investments authorized in accordance with Section 218.415, Florida Statutes.

*Accounts Receivable*

Accounts receivable are reported net of an allowance for doubtful accounts.

**NOTE 1           SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Prepaid Items*

Prepaid items are recorded as expenditures when consumed rather than when purchased in both government-wide and fund financial statements.

*Capital Assets*

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, sidewalks and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Capital assets of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Infrastructure	25
Fitness Equipment	5

*Long Term Obligations*

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bond issuance costs are reported as expenses. Bonds payable are reported net of premiums or discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

*Deferred Outflows/Inflows of Resources*

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2023.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2023.

*Net Position Flow Assumption*

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

**NOTE 1           SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Fund Balance Flow Assumptions*

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources (total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

*Fund Balance Policies*

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes fund balance amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Board of Supervisors is the highest level of decision-making authority for the government that can, by adoption of an ordinance or resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance or resolution remains in place until a similar action is taken to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The Board of Supervisors has authorized the District Manager to assign amounts for specific purposes. The Board of Supervisors may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

**Other Disclosures**

*Use of Estimates*

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**New Accounting Standards**

In fiscal year 2023, the District has not implemented any new accounting standards with a material effect on the District's financial statements.

**NOTE 2                    STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY**

**Budgetary Information**

The District is required to establish a budgetary system and an approved annual budget for the General Fund. Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at the fiscal year end. The legal level of budgetary control is at the fund level. Any budget amendments that increase the aggregate budgeted appropriations, at the fund level, must be approved by the Board of Supervisors.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
2. A public hearing is conducted to obtain comments.
3. Prior to October 1, the budget is legally adopted by the District Board.
4. All budget changes must be approved by the District Board.
5. The budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

**NOTE 3                    DEPOSITS AND INVESTMENTS**

**Deposits**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

**Investments**

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable, and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Instead of establishing a written investment policy, the District elected to limit investments to those approved by Florida Statutes and the District Trust Indenture. Authorized District investments include, but are not limited to:

1. The Local Government Surplus Funds Trust Fund (SBA);
2. Securities and Exchange Commission Registered Money Market Funds with the highest credit quality rating from a nationally recognized rating agency;
3. Interest-bearing time deposits or savings accounts in qualified public depositories;
4. Direct obligations of the U.S. Treasury.

**NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)**

Investments made by the District at September 30, 2023 are summarized below.

<u>Investment Type</u>	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Weighted Average Maturity</u>
Dreyfus Treasury Securities	\$ 4,038,278	AAAm	30 days
	<u>\$ 4,038,278</u>		

*Credit Risk*

For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. Investments in U.S. Government securities and agencies must be backed by the full faith and credit of the United States Government. Short term bond funds shall be rated by a nationally recognized ratings agency and shall maintain the highest credit quality rating. Investment ratings by investment type are included in the preceding summary of investments.

*Custodial Credit Risk*

In the case of deposits, this is the risk that, in the event of a bank failure, the District's deposits may not be returned to it. The District's investment policy requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2023, all of the District's bank deposits were in qualified public depositories.

For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2023, none of the investments listed are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

*Concentration of Credit Risk*

The District places no limit on the amount the District may invest in any one issuer.

*Interest Rate Risk*

The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates. The District manages its exposure to declines in fair values by investing primarily in pooled investments that have a weighted average maturity of less than three months.

**NOTE 4 CAPITAL ASSETS**

Capital asset activity for the year ended September 30, 2023 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Disposals</u>	<u>Ending Balance</u>
<b>Governmental Activities</b>				
Capital assets not being depreciated:				
Improvements under construction	\$ 51,354,040	\$ 3,921,056	\$ -	\$ 55,275,096
<b>Total capital assets not being depreciated</b>	<u>51,354,040</u>	<u>3,921,056</u>	<u>-</u>	<u>55,275,096</u>
Capital assets being depreciated:				
Infrastructure	3,724,691	-	-	3,724,691
Equipment	-	31,262	-	31,262
Fitness equipment	159,176	-	-	159,176
<b>Total capital assets being depreciated</b>	<u>3,883,867</u>	<u>31,262</u>	<u>-</u>	<u>3,915,129</u>
Less accumulated depreciation for:				
Infrastructure	(365,084)	(124,156)	-	(489,240)
Equipment	-	(2,084)	-	(2,084)
Fitness equipment	(159,176)	-	-	(159,176)
<b>Total accumulated depreciation</b>	<u>(524,260)</u>	<u>(126,240)</u>	<u>-</u>	<u>(650,500)</u>
<b>Total capital assets being depreciated, net</b>	<u>3,359,607</u>	<u>(94,978)</u>	<u>-</u>	<u>3,264,629</u>
<b>Governmental activities capital assets, net</b>	<u>\$ 54,713,647</u>	<u>\$ 3,826,078</u>	<u>\$ -</u>	<u>\$ 58,539,725</u>

Depreciation expense of \$126,240 was charged to maintenance operations for 2023.

**NOTE 5 LONG-TERM LIABILITIES**

**Series 2015 Capital Improvement Revenue Bonds - Public Offering**

In February 2015, the District issued \$21,215,000 of Capital Improvement Revenue Bonds, Series 2015. The Bonds consist of \$3,770,000 Term Bonds due May 1, 2025 with a fixed interest rate of 4.875%, \$6,355,000 Term Bonds due May 1, 2035 with a fixed interest rate of 5.50% and \$11,090,000 Term Bonds due May 1, 2045 with a fixed interest rate of 5.625%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2016 through May 1, 2045.

The Series 2015 Bonds are subject to redemption at the option of the District prior to maturity at a redemption price as set forth in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met at September 30, 2023.

**NOTE 5                    LONG-TERM LIABILITIES (CONTINUED)**

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. Payment of principal and interest on the 2015 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue. The District is in compliance with the requirements of the Bond Indenture.

As of September 30, 2023, total principal and interest remaining on the Series 2015 Special Assessment Bonds was \$31,112,848. For the fiscal year ended September 30, 2023, principal and interest paid was \$1,422,791, special assessment revenue pledged was \$1,428,755.

**Series 2018 Capital Improvement Revenue Bonds - Public Offering**

In July 2018, the District issued \$12,100,000 of Capital Improvement Revenue Bonds, Series 2018. The Bonds consist of \$745,000 Term Bonds due May 1, 2023 with a fixed interest rate of 4.5%, \$1,155,000 Term Bonds due May 1, 2028 with a fixed interest rate of 5.0%, \$3,455,000 Term Bonds due May 1, 2038 with a fixed interest rate of 5.375% and \$6,745,000 Term Bonds due May 1, 2049 with a fixed interest rate of 5.50%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2020 through May 1, 2049.

The Series 2018 Bonds are subject to redemption at the option of the District prior to maturity at a redemption price as set forth in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met at September 30, 2023.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. Payment of principal and interest on the 2018 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue. The District is in compliance with the requirements of the Bond Indenture.

As of September 30, 2023, total principal and interest remaining on the Series 2018 Special Assessment Bonds was \$21,507,325. For the fiscal year ended September 30, 2023, principal and interest paid was \$827,200. Special assessment revenue of \$822,299 was pledged.

**Series 2020 Capital Improvement Revenue Bonds - Public Offering**

In October 2020, the District issued \$4,185,000 of Capital Improvement Revenue Bonds, Series 2020. The Bonds consist of \$330,000 Term Bonds due May 1, 2025 with a fixed interest rate of 2.625%, \$470,000 Term Bonds due May 1, 2030 with a fixed interest rate of 3.25%, \$1,270,000 Term Bonds due May 1, 2040 with a fixed interest rate of 4.00% and \$2,115,000 Term Bonds due May 1, 2051 with a fixed interest rate of 4.00%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2022 through May 1, 2051.

The Series 2020 Bonds are subject to redemption at the option of the District prior to maturity at a redemption price as set forth in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met at September 30, 2023.

**NOTE 5 LONG-TERM LIABILITIES (CONTINUED)**

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. Payment of principal and interest on the 2020 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue. The District is in compliance with the requirements of the Bond Indenture.

As of September 30, 2023, total principal and interest remaining on the Series 2020 Special Assessment Bonds was \$6,713,081. For the fiscal year ended September 30, 2023, interest and principal paid was \$251,937 and special assessment revenue of \$240,143 was pledged.

**Series 2022 Capital Improvement Revenue Bonds - Public Offering**

In May 2022, the District issued \$3,085,000 of Capital Improvement Revenue Bonds, Series 2022. The Bonds consist of \$245,000 Term Bonds due May 1, 2027 with a fixed interest rate of 4.750%, \$310,000 Term Bonds due May 1, 2032 with a fixed interest rate of 5.100%, \$925,000 Term Bonds due May 1, 2042 with a fixed interest rate of 5.375% and \$1,605,000 Term Bonds due May 1, 2052 with a fixed interest rate of 5.500%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2023 through May 1, 2052.

The Series 2022 Bonds are subject to redemption at the option of the District prior to maturity at a redemption price as set forth in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met at September 30, 2023.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. Payment of principal and interest on the 2022 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue. The District is in compliance with the requirements of the Bond Indenture.

As of September 30, 2023, total principal and interest remaining on the Series 2022 Special Assessment Bonds was \$6,121,936. For the fiscal year ended September 30, 2023, principal and interest was paid in the amount of \$199,871. Special assessment revenue of \$213,419 was pledged.

Long-term liability activity for the year ended September 30, 2023 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<b>Governmental activities:</b>					
Bonds Payable:					
Series 2015	\$ 18,050,000	\$ -	\$ (425,000)	\$ 17,625,000	\$ 425,000
Less: Discount	(204,017)	-	9,135	(194,882)	-
Series 2018	11,535,000	-	(205,000)	11,330,000	210,000
Series 2020	4,105,000	-	(95,000)	4,010,000	85,000
Less: Discount	(13,781)	-	475	(13,306)	-
Series 2022	3,085,000	-	(45,000)	3,040,000	45,000
Less: Discount	(13,546)	-	443	(13,103)	-
<b>Governmental activity long-term liabilities</b>	<b>\$ 36,543,656</b>	<b>\$ -</b>	<b>\$ (759,947)</b>	<b>\$ 35,783,709</b>	<b>\$ 765,000</b>

**NOTE 5 LONG-TERM LIABILITIES (CONTINUED)**

At September 30, 2023, the scheduled debt service requirements on the bonds payable were as follows:

<u>Year Ending September 30,</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2024	\$ 765,000	\$ 1,908,355
2025	805,000	1,872,766
2026	840,000	1,835,223
2027	885,000	1,792,573
2028	930,000	1,747,536
2029 - 2033	5,455,000	7,958,336
2034 - 2038	7,120,000	6,340,340
2039 - 2043	9,315,000	4,191,450
2044 - 2048	7,680,000	1,600,088
2049- 2052	2,210,000	203,523
	<u>\$ 36,005,000</u>	<u>\$ 29,450,190</u>

**NOTE 6 DEVELOPER TRANSACTIONS**

The Developer owns a portion of land within the District; therefore assessment revenue in the general fund and debt service fund includes assessments levied on land owned by the Developer. The Developer's portion of special assessment revenue for the year ended September 30, 2023 totaled \$1,395,005 which is 27% of total special assessment revenue. Additionally, the Developer contributed \$3,921,056 to the capital projects fund, and \$1,500,455 was due from the developer at year end.

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

**NOTE 7 MANAGEMENT COMPANY**

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreements, the District compensates the management company for management, accounting, financial reporting and other administrative costs.

**NOTE 8 RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. These risks are covered by commercial insurance from independent third parties. The District filed one claim totaling \$54,607, under this commercial coverage during the last three years.

COMPLIANCE SECTION



**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
*Trout Creek Community Development District*

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of *Trout Creek Community Development District* (the “District”) as of and for the year ended September 30, 2023 and the related notes to the financial statements, which collectively comprise the District’s financial statements and have issued our report thereon dated May 10, 2024.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District’s internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District’s internal control. Accordingly, we do not express an opinion on the effectiveness of the District’s internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*McDermitt Davis*

Orlando, Florida  
May 10, 2024

## MANAGEMENT LETTER

Board of Supervisors  
*Trout Creek Community Development District*

### Report on the Financial Statements

We have audited the financial statements of *Trout Creek Community Development District*, (the "District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated May 10, 2024.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 10, 2024, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no such findings or recommendations in the preceding annual financial audit report.

### Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to financial statements. This information has been disclosed in the notes to financial statements.

### Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### Specific Information (Unaudited)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the District reported:

- a. The total number of District employees compensated in the last pay period of the District's fiscal year was 0.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year was 38.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency was 0.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency was \$47,997.

- e. Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project was 0.
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final budget under Section 189.016(6), Florida Statutes, as included in the general fund budget statement.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the District reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the District as:

	<u>O&amp;M</u>	<u>DS S2015</u>	<u>DS 2018</u>	<u>DS 2020</u>	<u>DS 2022</u>
<b>Platted:</b>					
Townhomes	\$ 1,132.60	\$ 879.50	\$ 879.50	\$ -	\$ -
Single Family 40'	1,164.16	979.50	979.50	-	-
Single Family 50'	1,185.19	1,079.50	1,079.50	-	-
Single Family 60'	1,206.23	1,179.50	1,179.50	-	-
Single Family 70'	1,227.27	1,279.50	1,279.50	-	-
Single Family 80'	1,248.30	1,379.50	-	-	-
<b>Unplatted:</b>					
Townhomes	57.58	-	-	879.50	879.50
Single Family 40'	57.58	-	979.50	979.50	-
Single Family 50'	57.58	-	1,079.50	-	1,079.50
Single Family 60'	57.58	-	1,179.50	-	-
			-	-	-

- b. The total amount of special assessments collected by or on behalf of the District was \$5,021,599.
- c. The total amount of outstanding bonds issued by the District and the terms of such bonds as disclosed in the notes.

**Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, the Board of Supervisors, and is not intended to be and should not be used by anyone other than these specified parties.

*McDiarmid Davis*

Orlando, Florida  
May 10, 2024



934 North Magnolia Avenue, Suite 100  
Orlando, Florida 32803  
407-843-5406  
www.mcdermittdavis.com

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF  
SECTION 218.415, FLORIDA STATUTES

To the Board of Supervisors  
*Trout Creek Community Development District*

We have examined *Trout Creek Community Development District's* (the "District") compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2023. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants *and the* standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

*McDermitt Davis*

Orlando, Florida  
May 10, 2024

# Tab 4

## INVESTMENT OPTIONS FOR PUBLIC FUNDS

Investment Vehicle	FLCLASS	Valley Bank	EverBank	Hancock	Bank United
<i>Intergovernmental Investment Pool</i>	5.37%	N/A	N/A	N/A	N/A
<i>Insurance Cash Sweep (ICS)</i>	N/A	4.00%	N/A	N/A	N/A
<i>Money Market</i>	N/A	N/A	4.20%	2.64%	3.00%
<i>CD - 3MO</i>	N/A	N/A	4.50%	N/A	N/A
<i>CD - 6MO</i>	N/A	N/A	4.76%	4.40%	N/A
<i>CD - 9MO</i>	N/A	N/A	4.95%	N/A	N/A
<i>CD - 12MO</i>	N/A	N/A	4.70%	4.10%	N/A

## **Tab 5**



**the greenery, inc.®**

— EMPLOYEE OWNED —

# TROUT CREEK CDD MONTHLY LANDSCAPING REPORT

**Phase 1**



the greenery, inc.®

— EMPLOYEE OWNED —

**Prepared by: Zachary Higginbotham**  
Customer Relations Manager  
904 776 9483  
zhigginbotham@thegreeneryinc.com

**Trout Creek CDD**  
**First Service Residential**  
**Belynda Tharpe, Community Director**

## **Trout Creek CDD Phase 1 Landscape Report**

**June 10, 2024**

### Landscape Maintenance:

Maintenance crews have been working on mowing and edging the community in areas that are not too stressed from heat. We are working on evening out border shrubs between the HOAs and the cart paths. The team has been applying pre-emergent weed control to the ornamental shrub beds around the ponds and along the main boulevard.

### Plant Health Care:

Selective herbicides have been applied to the ornamental beds to help treat the dollarweed and torpedo grass growing out of the plant material.

### Additional:

All mulch should be completed by 6/14. Palm trees are scheduled to be completed by June 24<sup>th</sup>, but we are hopeful that it may be even earlier. Irrigation report is included.



powered by SmartLink Network®

# 6/5/25 shearwater entrance clock

Date: Jun 05, 2024 9:45 am  
 Inspector: William Moore

Site	
Name	Shearwater ( two-wire )
Address	100 Kayak Way
City	St. Augustine
ST	Florida
Zip	32092

Controller	
Name	Entrance Clock
Location	
Model	
Modules	49
Controller ID	135898

Water Days as of Jun 05, 2024	
Program A	Mon , Wed , Fri
Program B	Tue , Thur , Sat
Program C	Mon , Wed , Fri
Program D	Tue , Thur , Sat

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
1	Sprays entry of Shearwater by 210 beds on	Pass										
2	Sprays entry bed past driveway to private	Pass			1							
3	Sprays grass on entry side past private	Pass	2									
4	Sprays island tip on Pkwy by school road	Pass	2									
5	Error Sprays grass middle of island by zone	Pass						1				
6	Error Sprays grass and be tip in median	Fail										
NTL												
7	Rotors on exit side of Shearwater Pkwy	Pass										
8	Sprays on grass and beds on exit side of	Pass										
9	Sprays beds exit side of Shearwater Pkwy	Fail										
NTL												
10	Rotors grass on entry side of Shearwater	Pass										
11	Rotors beds on entry side of Shearwater	Pass										

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
12	Sprays beds entry side of Shearwater Pkwy	Pass										
13	Fault Sprays grass by sidewalk before	Pass						1				
No pressure to rest of heads												
14	Rotors beds by lake 1 and median tip	Pass			1							
15	Rotors grass/beds in median by Zone 14	Pass						3				
16	Spray grass by sidewalk next to lake 1 entry	Pass			1							
17	Spray/Rotors bed/grass on median and by	Pass										
18	Spray grass next to lake 1 by sidewalk on	Pass	2		1							
19	Sprays beds/grass on median and both	Pass										
20	Sprays bed/grass lake 1 left and right	Pass	2									
21	Rotors beds/grass by right of lake 1 and left	Pass										
22	Sprays on right side of Pine Tree Lane	Pass										
23	Sprays on right side sidewalk at Pine Tree	Pass										
24	Sprays shrub area at Pine Tree Lane	Pass										
25	Sprays & Bubblers, Shrubs and turf & half	Pass									In	
26	Rotors/Sprays turf on right side of sidewalk	Pass										
27	Sprays in neighborhood at Island	Pass										
28	Sprays Grasses	Pass										
29	Rotors 2nd Island & in front of entrance	Pass										
30	Sprays around pond entrance	Pass										
31	Rotors next to house and down by pond	Pass		1								
32	Rotors grass area by homes	Pass				10						
Heads buried too low												
33	between homes and pond	Pass										
34	Rotors grasses by homes and around pond	Pass										
35	Sprays beds big island and path on road	Pass										
36	Drip & Bubblers & Rotors in grasses	Pass										

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
37	Rotors in turf area around pond	Pass										
Heads too low												
38	Didn't find Sprays in 3 areas grass by lake	Fail										
No pressure												
39	Rotors grass behind sidewalk by homes	Pass										
40	Sprays by clock turf and cart path on left	Pass										
41	Sprays beds by clock to entrance of	Pass										
42	Rotors beds by lake 2 behind houses	Pass										
NTL												
43	Sprays on Atlas Drive Plants	Pass										
44	Sprays on Atlas Drive Grass	Pass			1							
45	Error Sprays grass on Skipjack by Lake 2	Fail										
NTL												
46	Sprays grass on Shearwater Pkwy just	Pass			2							
47	Spray grass past clock to Talisa Trail by	Pass										
48	Sprays past Talisa trail by sidewalk	Pass	1									
49	Rotors past Talisa Trail in Natural area	Pass										
50	Rotors grass on entrance side by Lake 3	Pass										
51	Sprays beds in two spots, median island	Pass										
52	Error	Fail										
NTL												
53	Error Rotor beds by Lake 3	Fail										
NTL												
54	Rotors grass on right side of Pkwy towards	Pass										
NTL												
55	Error Rotor beds by round-a-bout and lake	Fail										
56	Sprays grass on corner of Shearwater	Pass										

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
57	Spray beds on Shearwater Pkwy and	Pass										
58	Rotors beds by lake 4 and behind homes	Pass										
59	Rotors grass left side of lake 4 and behind	Pass										
60	Rotors grass left side of Shearwater Pkwy	Pass										
61	Sprays grass by cart path next to Zone 60	Fail										
Low pressure												
62	Spray beds on Shearwater Pkwy by entry of	Pass										
63	Spray beds left side of Rd and back of lift	Pass										
64	Spray beds left side of road and lift station	Pass	1									
65	Did not find Rotor beds left side of road and	Fail										
NTL												
66	Sprays grass left side of road past lift	Pass										
67	Sprays grass/beds just before Sandgrass	Pass	5									
Last functioning zone												
68	Did not find Rotors beds by path before	Fail										
NTL												
69	Sprays beds entrance side of Sandgrass	Fail										
NTL												
70	Sprays beds on center median on	Fail										
NTL												
71	Did not find Spray beds to left of pond at	Fail										
NTL												
72	Did not find Rotos grass by pond at end of	Fail										
73	Did not find Spray grass by pond at end of	Fail										
74	Did not find Sprays beds to right of pond at	Fail										
75	Did not find Sprays beds right side of	Fail										
76	Spray beds past Sandgrass Trail	Fail										

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
77	Sprays grass by path past Sandgrass Trail	Fail										
78	Rotors plants by path by Lake Past	Fail										
79	Rotors grass close to round-a-bout	Fail										
80	Spray grass by path close to round-a-bout	Fail										
81	MPR beds by bridge and lift station	Fail										
82	Rotors grass/beds by bridge and lift station	Fail										
83	Spray beds left side of cart path and small	Fail										
84	Spray grass left and right of round-a-bout	Fail										
85	Sprays grass left side of Kayak Club Road	Fail										
86	Spraybeds behind sidewalk by zone 85	Fail										
87	Rotors grass behind sidewalk by zone 85	Fail										
88	Rotors beds on corner of Kayak Club and	Fail										
89	Rotors grass on cart path by bridge by lake	Fail										
90	Spray beds past bridge heading further	Fail										
91	Spray grass past Zone 90	Fail										
92	Rotors by Zone 91	Fail										
93	Spray zone down path past Zone 92	Fail										
94	Spray Zone by Zone 93	Fail										
95	Spray in park area by Lake 2 next to clock	Fail										
96	Spray in Park area by Lake 2 next to clock	Fail										
97	Spray in park off Cart path by Zone 93	Fail										
98	Spray in park off cart path by Zone 93	Fail										

**Zone #2 - 06-05-24 10:10 am CDT**



**Zone #3 - 06-05-24 10:15 am CDT**



**Zone #3 - 06-05-24 10:18 am CDT**



**Zone #4 - 06-05-24 10:27 am CDT**



**Zone #5 - 06-05-24 10:31 am CDT**



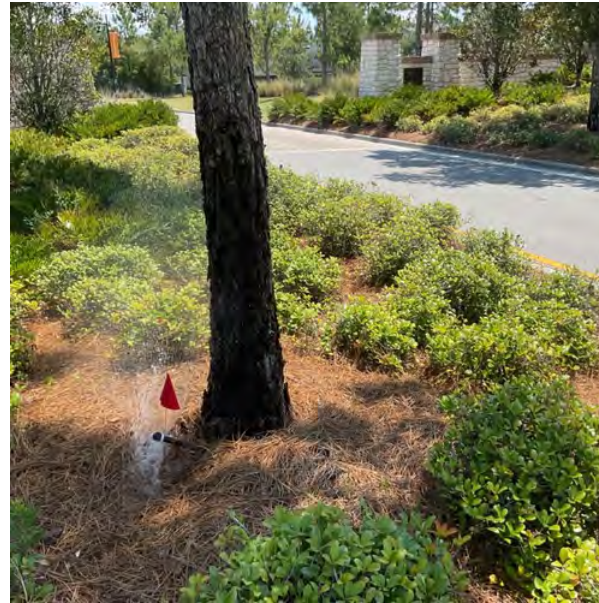
**Zone #13 - 06-05-24 11:01 am CDT**



**Zone #14 - 06-05-24 11:05 am CDT**



**Zone #15 - 06-05-24 11:08 am CDT**



**Zone #15 - 06-05-24 11:09 am CDT**



**Zone #15 - 06-05-24 11:10 am CDT**



**Zone #16 - 06-05-24 11:19 am CDT**



**Zone #18 - 06-05-24 11:25 am CDT**



**Zone #18 - 06-05-24 11:26 am CDT**



**Zone #18 - 06-05-24 11:28 am CDT**



**Zone #20 - 06-05-24 11:34 am CDT**



**Zone #20 - 06-05-24 11:35 am CDT**



**Zone #31 - 06-05-24 12:08 pm CDT**



**Zone #32 - 06-05-24 12:11 pm CDT**



**Zone #32 - 06-05-24 12:12 pm CDT**



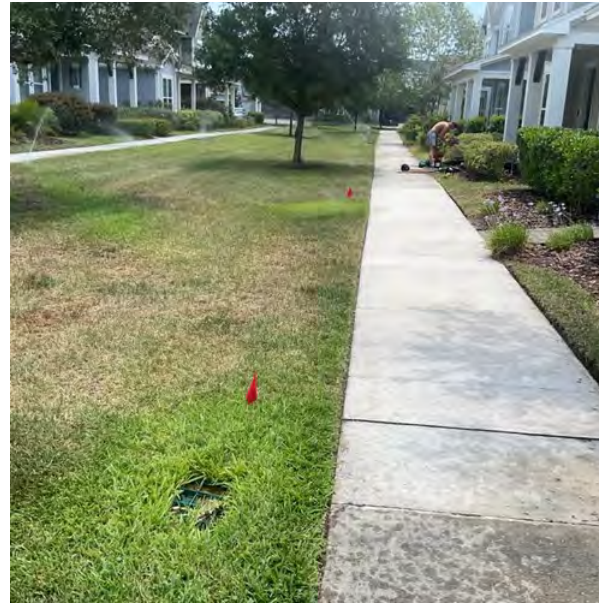
**Zone #32 - 06-05-24 12:13 pm CDT**



**Zone #32 - 06-05-24 12:15 pm CDT**



**Zone #32 - 06-05-24 12:16 pm CDT**



**Zone #33 - 06-05-24 12:19 pm CDT**



**Zone #34 - 06-05-24 12:24 pm CDT**



**Zone #35 - 06-05-24 12:34 pm CDT**



**Zone #37 - 06-05-24 12:41 pm CDT**



**Zone #39 - 06-05-24 12:47 pm CDT**



**Zone #40 - 06-05-24 12:51 pm CDT**



**Zone #41 - 06-05-24 12:55 pm CDT**



**Zone #44 - 06-05-24 1:14 pm CDT**



**Zone #46 - 06-05-24 1:28 pm CDT**



**Zone #47 - 06-05-24 1:31 pm CDT**



**Zone #48 - 06-05-24 1:34 pm CDT**



**Zone #61 - 06-06-24 12:07 pm CDT**



**Zone #64 - 06-06-24 12:17 pm CDT**



**Zone #67 - 06-06-24 12:26 pm CDT**



## **Tab 6**



# Tree Amigos

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## Outdoor Services

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### **Trout Creek CDD: Monthly Report**

May 2024

**Fungus/Pest/Fertilizer:** Herbicide and pre-emergent has been applied to all landscape beds and tree rings throughout Trout Creek CDD.

**Maintenance:** All areas throughout Trout Creek phase 2 have been mowed, edged and line trimmed as needed. We have been removing any dead or deficient plant material throughout the property as we come across it. The viburnum hedges and Indian Hawthornes throughout the property have been trimmed. The roundabout and the pond bank in the falls have been sodded and landscaped.

**Irrigation Report:** All irrigation throughout Phase 2 is working as should and has proper coverage and run times. The run days have been moved up to twice a day 7 days a week due to the lack of rain. We have been working on the maintenance tickets as we receive them to make sure all irrigation is repaired on a timely manner.



## Spray Report

Customer: Tree Amigos

Property: Shearwater

Date: 05/15/24-05/17/24

Area treated +/- 15 acres

Total Gallons used: 2300

### Product:

40-0-0 @ 0.25lb N per 1000 Sqft

Acelepryn-Extra @ 20oz per acre

Imidacloprid @ 26oz per acre

Spectacle @ 3.5oz per acre (St Augustine)

2,4-D @ 8oz per acre

MSM @ .4oz per acre

Target for this application was to improve the overall color/health of the turf and prevent turf damaging insects. Also to apply pre and post emergent herbicides for weeds, such as sedges and broadleaf weeds.

Should start to see results in 10-21 days once watered in.



**Quotation**

Quote #: 210905

Date: 06/07/2024

**Billed To:** Trout Creek CDD  
2806 N. 5th Street  
Unit 403  
St. Augustine FL 32084

**Project:** 30065  
Shearwater Maint O/S  
3434 Colwell Ave  
STE 200  
Tampa FL 33614

**This quote is valid until:** 07/07/2024

Description	Common Name	Quantity	Price	Ext Price
Landscape proposal to replace broken Oak Trees on Shearwater Parkway.				
3-B and B Live Oak Trees		1.00	2,100.00	2,100.00
Irrigation Repairs		1.00	300.00	300.00
Staking / Mobilization		1.00	225.00	225.00
Delivery		1.00	725.00	725.00
Equipment		1.00	450.00	450.00

**Notes**

**Total: \$3,800.00**

Approved: \_\_\_\_\_

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

5000-18 Highway 17 No. 235 Fleming Island, FL 32003 Office: (904) 778-1030 Fax: (904) 778-1045

Email: [cryan@treeamigosoutdoor.com](mailto:cryan@treeamigosoutdoor.com)  
website: [www.TreeAmigosOutdoor.com](http://www.TreeAmigosOutdoor.com)

# Tab 7



# PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

*May 2024 Maintenance Report*

*Shearwater Phase 3*

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)

May, 2024

Belynda Tharpe , Community Director  
First Service Residential  
100 Kayak Way  
St. Augustine, FL 32092

**Re: Landscape Maintenance Service Report**

Below is the landscape maintenance report for Shearwater Ph 3.

**Weekly Maintenance**

Maintenance crews are focused on mowing, edging, string trimming, hedge pruning, plant bed weed control, blowing. Our maintenance crew completed cutbacks on all Knock-Out-Rose's and trimmed Oak tree canopy's. We have still needed to be cautious of hot spot areas within the St. Augustine grass due to the lack of rain mother nature has provided. Because of this, you will see some of the unmowed until the area recovers from drought stress.

Attached is a plant replacement proposal within ph3 CDD. These plants are in decline or have already been removed.

**Irrigation**

Our irrigation team completed the monthly inspection, which included nozzle cleaning and head/nozzle adjustments as needed throughout the property. The ph3 irrigation system is now running 7x per week on turf and 2x per week on plant bed areas. This month there were only a few minor repairs done to the system. \*\*Due to the drought conditions we are running 7x per week. Irrigation team is also running water throughout the day in select "hot spot" areas in ph3. Once the afternoon showers arrive we will back down the run days.\*\*

**Agronomics**

Ph3 received granular fertilization in May and are seeing great results. We followed the Knock-Out-Rose cut back with Bone Meal and 8-10-10. Looking to see the results from this application in a few weeks.

If you have any questions after reviewing our report, please contact us.

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



W. O. # \_\_\_\_\_

Name Martha Ct. Common Area

Address \_\_\_\_\_

Date 5/4/2024 pg 1 of 1

**Irrigation Inspection Report**

START TIME(S)	7pm	A
START TIME(S)		B
START TIME(S)		C

Water Source Reclaim  
 Clock Type Rain Bird ESP-ME3  
 Rain/Freeze Switch No

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	#1 - 14						
TYPE (S,R,B,D)	S, R						
RUN TIME	14hr						
PROGRAM	A						

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES	2 - 6" rotor heads						
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System is properly functioning with no major issues.

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W. O. # \_\_\_\_\_

Name Timberwolf Clock ph3-A

Address SWP Turf

Date 5/5/2024 pg 1 of 4

**Irrigation Inspection Report**

START TIME(S)	8pm	A
START TIME(S)		B
START TIME(S)		C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	3,5,6,8,9,10,11,13,14,15,16,17,19,20,21,23,27,30,33,34,36,37,40						
TYPE (S,R,B,D)	R						
RUN TIME	9 hr						
PROGRAM	A						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now

\_\_\_\_\_

\_\_\_\_\_



W. O. # \_\_\_\_\_

Name Timberwolf Clock ph3-A

Address Timberwolf Turf

Date 5/4/2024 pg 2 of 4

**Irrigation Inspection Report**

START TIME(S)		A
START TIME(S)	8pm	B
START TIME(S)		C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	41,44,46,448,50,53,54,56,57,58,59,60,62,63,64,71,73,74,76,77,78,79						
TYPE (S,R,B,D)	R						
RUN TIME	10.3 hr						
PROGRAM	B						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now

\_\_\_\_\_

\_\_\_\_\_



W. O. # \_\_\_\_\_

Name Timberwolf Clock ph3-A

Address SWP Shrubs/Trees

Date 5/4/2024 pg 3 of 4

**Irrigation Inspection Report**

START TIME(S)		A
START TIME(S)		B
START TIME(S)	11pm	C

Water Source	<u>Reclaim</u>
Clock Type	<u>Hunter ACC2</u>
Rain/Freeze Switch	<u>Yes</u>

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	1,2,4,7,11,12,18,22,24,25,26,28,29,31,32,35,38,39						
TYPE (S,R,B,D)	S						
RUN TIME	6 hr						
PROGRAM	C						

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	x						

Comments : \_\_\_\_\_



W. O. # \_\_\_\_\_

Name Timberwolf Clock ph3-A

Address Timberwolf Shrubs/Trees

Date 5/4/2024 pg 4 of 4

**Irrigation Inspection Report**

START TIME(S)	
START TIME(S)	
START TIME(S)	
START TIME(S)	12am

A  
B  
C  
D

Water Source Reclaim  
 Clock Type Hunter ACC2  
 Rain/Freeze Switch Yes

Program

Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S
D	S	M	T	W	TH	F	S

ZONE #	43,45,47,49,52,56,61,65,66,68,69,70,72,75,80						
TYPE (S,R,B,D)	S						
RUN TIME	5.45 hr						
PROGRAM	D						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now

\_\_\_\_\_

\_\_\_\_\_



W. O. # \_\_\_\_\_

Name Shearwater Parkway Clock ph3B-A

Address SWP\_Cal Turf

Date 5/4/2024 pg 1 of 4

**Irrigation Inspection Report**

START TIME(S)	5pm	A
START TIME(S)		B
START TIME(S)		C

Water Source Reclaim  
 Clock Type Hunter ACC2  
 Rain/Freeze Switch Yes

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	3,5,7,10,12,15,16,17,18,20,21,22,25,30,31,32						
TYPE (S,R,B,D)	R						
RUN TIME	11 hr						
PROGRAM	A						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now

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W. O. # \_\_\_\_\_

Name Shearwater Parkway Clock ph3B-A

Address Shrubs\_Trees

Date 5/4/2024 pg 2 of 4

**Irrigation Inspection Report**

START TIME(S)	
START TIME(S)	8pm
START TIME(S)	

A

**B**

C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program

Run Days

A	S	M	T	W	TH	F	S
<b>B</b>	<b>S</b>	M	T	W	<b>TH</b>	F	S
C	S	M	T	W	TH	F	S

ZONE #	1,4,6,8,9,11,14,19,23,24,26,28,29,32,35						
TYPE (S,R,B,D)	S						
RUN TIME	7.7 hr						
PROGRAM	B						

ADJUSTMENTS	X						
PARTIL CLOGS							
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now

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W. O. # \_\_\_\_\_

Name Shearwater Parkway Clock ph3B-A

Address Seaforth Turf

Date 5/4/2024 pg 3 of 4

**Irrigation Inspection Report**

START TIME(S)	
START TIME(S)	
START TIME(S)	430am

A  
B  
C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	37,38,39,40,41,42,43						
TYPE (S,R,B,D)	R						
RUN TIME	2.15hr						
PROGRAM	C						

ADJUSTMENTS	X						
PARTIL CLOGS	X						
STRAIGHTENED	X						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System running good, no major issues as of now

\_\_\_\_\_

\_\_\_\_\_



W. O. # \_\_\_\_\_

Name Shearwater Parkway Clock ph3B-A

Address Carh Path

Date 5/4/2024 pg 4 of 4

**Irrigation Inspection Report**

START TIME(S)		A	Water Source	<u>Reclaim</u>
START TIME(S)		B	Clock Type	<u>Hunter ACC2</u>
START TIME(S)		C	Rain/Freeze Switch	<u>Yes</u>
START TIME(S)	<u>3am</u>	<b>D</b>		

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S
<b>D</b>	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>S</b>

ZONE #	<u>44,45,46,47,48,49,50,51,52,53</u>						
TYPE (S,R,B,D)	<u>S</u>						
RUN TIME	<u>2.2 hr</u>						
PROGRAM	<u>D</u>						

ADJUSTMENTS	<u>X</u>						
PARTIL CLOGS	<u>X</u>						
STRAIGHTENED							

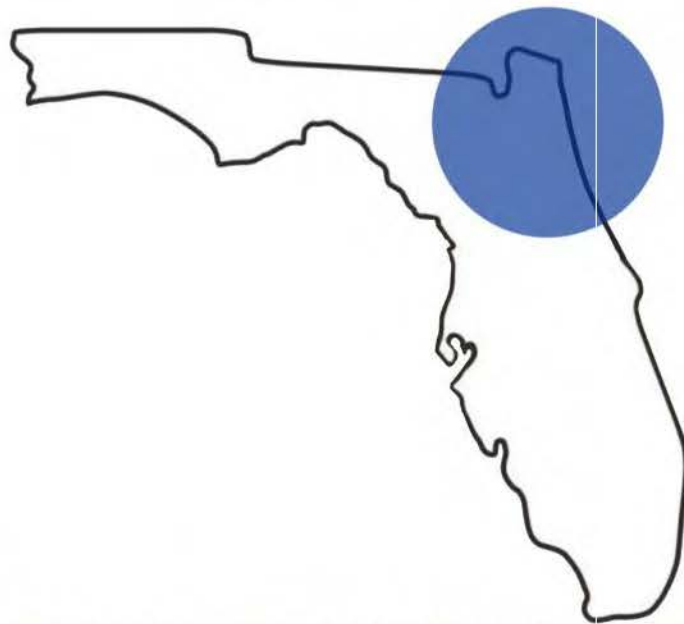
BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	<u>X</u>						

Comments : System running good, no major issues as of now

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# PRESTIGE

## LANDSCAPES

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OF NORTH FLORIDA, INC.

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

# Tab 8



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6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

**Date:** June 4 & 7, 2024

**Biologists:** Jim Charles,  
Justin Powers, Rich Powers

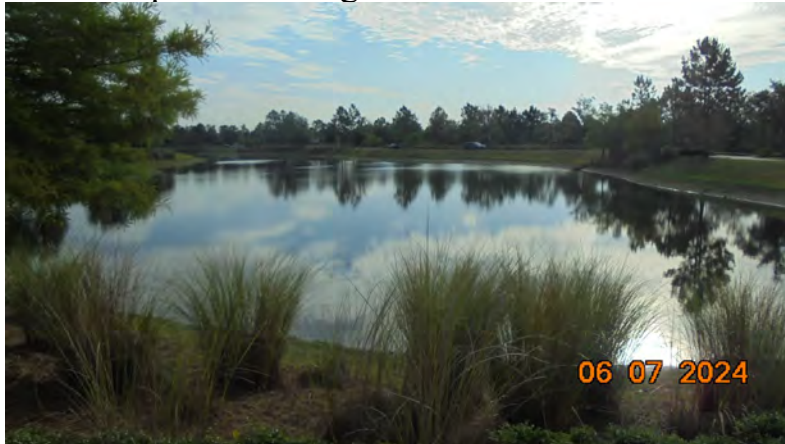
**Client:** Trout Creek CDD

**Waterways:** 39 ponds

**Entry Pond:** Pond was in good condition. The water level is low.  
Waterfall columns will be cleaned next week.



**Amenity Pond:** This pond was in good condition. The water level is low.



**Pond 1a:** This pond was in very good condition. The water level is a little low.



**Pond 1b:** This pond was in fair to good condition. The water level is normal. Treated perimeter for pennywort and torpedo grass.



**Pond 2a:** This pond was in good condition. The water level is normal.



**Pond 2b:** This pond was in fair condition. The pond level is normal. Treated perimeter for torpedo grass, pennywort and water lilies



**Pond 3a:** This pond was in fair to good condition. The water level is normal. Treated for bacopa and alligator weed.



**Pond 6:** This pond was in good condition. The water level is normal.



**Pond 7a:** Pond was in fair to good condition. The water level is normal. Treated for minor perimeter algae.



**Pond 7b:** Pond was in good condition. The water level is normal. Algae treatment last month had good results.



**Pond 7c:** Pond was in very good condition. The water level is normal.



**Pond 8a:** Pond was in very good condition. The water level is normal.



**Pond 9a:** Pond was in improved condition. The water level is normal. Perimeter treatment last month for pennywort had good results.



**Pond 9b:** Pond was in fair to good condition. The water level is normal. Treated perimeter for torpedo grass and alligator weed.



**Pond 9c:** Pond was in poor condition. The water level was normal. Treated for algae by boat.



**Pond 10a:** Pond was in fair to good condition. The water level is good. Treated perimeter for torpedo grass and maiden cane.



**Pond 10c:** Pond was in good condition. The water level is normal.



**Pond 10d:** Pond was in poor condition this month. The water level is normal. Treated for algae again by boat.



**Pond 11a:** Pond was in poor condition. The water level is good. Treated aggressively for algae and submersives.



**Pond 11b:** Pond was in good condition. The water level is good. Perimeter treatment last month for torpedo grass and pennywort had good results.



**Pond 11c:** Pond was in very good condition. The water level is normal.



**Pond 12a:** Pond was in fair to good condition. The water level is normal. Treated perimeter for torpedo grass and minor cattails.



**Pond 14:** Pond was in good condition. The water level is good.



**Pond 14b:** Pond was in fair condition. The water level is normal. Treated perimeter for torpedo grass and alligator weed.



**Pond 20:** Pond was in very good condition. The water level is low.



**Pond 21A:** Pond was in good condition. The water level is low.



**Pond 21B:** Pond is in poor condition. The water level is good. Treated for algae.



**Pond 22A:** Pond was in good condition. Construction still going on out flow structure area.



**Pond 22B:** Pond was in fair condition. The water level is good. Treated for algae.



**Pond 23A:** Pond is in fair condition. The water level is good. Treated perimeter for torpedo grass and Duck potato again this month.



**Pond 23B:** Pond is in very good condition. The water level is good.



**Pond 24a:** Pond was in good condition. Pond level is good.



**Pond 24b:** Pond was in good condition. The water level is good.



**Note:** A row of bushes has been planted all around the pond, blocking our access to the pond. Need some help here.



**Pond 24c:** Pond was in good condition. The water level is good.



This is the only access to this pond. Need to make sure it stays open for access.



**Pond 31:** Pond is in good condition. The water level is normal. Will be addressing access points on this pond as it is being built out.



**Pond 33:** Pond was in fair to good condition. The water level is normal.



**Pond 34:** Pond was in fair to good condition. The water level is good. Treated minor perimeter weeds.



**Pond 35:** Pond is in good condition. Water level is normal.



**Pond 36:** Pond was in good condition.



Jim Charles

## Service Report

**Date:** June 11, 2024

**Techs:** Justin Powers/ Richard Powers

**Client:** Trout Creek CDD

The Fountain Towers in Pond 1 were cleaned. Applied bleach as requested by Shearwater maintenance manager, We lightly pressure washed the Towers.

### **Fountain Towers Before Cleaning:**



## Fountain Towers After Cleaning:



## **Tab 9**

**Trout Creek CDD  
GM Operations Report for June 19, 2024**

**Discussion Items:**

- Irrigation Audit Update/Repairs (Bryce).
- Quality Assurance Inspection is scheduled for June 27<sup>th</sup> (FSR initiative).

**Administration:**

- Meeting with the maintenance team to discuss open tickets and upcoming projects.
- Two interviews for Resident Services Coord. (position filled)
- Manager on Duty May 11<sup>th</sup> (Mock Swim Meet) and Saturday the 18<sup>th</sup>
- Landscape walks in phase 2 with Tree Amigo (Appleton and Ladson Ct.)
- Met with vendor Southern Breeze Outdoor Furniture. Quotes for repairing/replacement of pool deck furniture, umbrellas, tables, etc. for budget planning 24/25-27/28.
- Attended the Prince Pele Polynesian Revue Friday 5/24.
- Onsite (on pool deck) Memorial Day 10:30am-1:30pm.
- Planning meeting with 904 Tennis Pro's (future clinics, socials, tournaments).
- Phone discussion with Cynthia May (planning & zoning) regarding additional amenity parking.
- Weekly staff meeting every Thursday morning.
- Reviewed hours of video footage from the Outpost (5/18), filed report with SJSO.
- Reviewed video footage per request of SJSO for incident at the pool on 5/19.
- Meeting with the landscape volunteers.
- Onsite for 6/1 swim meet 7:30-11am.
- Jeremy manager on duty 5/25/Tiffany MOD 6/1 (11am-2pm).
- FSR weekend pool monitor/MOD started 6/1. The hours are 9am-7pm every Saturday & Sunday through the end of August.
- Distributed landscape volunteer reports to the three landscape vendors.

**Kayak Hub:**

- May TCCDD Sales Summary ([attached](#))
- May TCCDD Sales by Item ([attached](#))
- May Café Sales ([attached](#))

**Lifestyle Highlights:**

- May lifestyle P&L ([attached](#))

**Sponsorships and Advertising Revenue Total: \$2,400**

- Coffee and Conversation: \$150 from St. Francis House and Port In the Storm Youth Center, a local non-profit serving the homeless in St. John's County.
- Price Pele's Polynesian Revue: \$1,500 secured from resident Scott Triplett for Patriot Title and Wright Realty

- Hello Summer Memorial Day Pool Event Sponsor: \$500 from The Greenery, a local landscape company.
- 3 paid Lifestyle Newsletter advertisements secured, totaling \$125

### **Food Truck Revenue: \$1,191.10**

- Planet Pizza Food Truck \$151.10
- Little Pizza Truck of Saint Augustine \$291.30
- Sunset Slush \$528.30
- Partnered with Francis Cummings, resident, and owner of Frankie's Franks Food Truck \$220.40

### **Fitness Instruction Revenue: Total: \$415.90**

- Total Body Tone \$6.00
- Zumba \$58.50
- Personal Training \$40.0
- Tai Chi Workshop \$65.0
- Swim Instruction Linda Bolger \$175.0
- Aqua Aerobics \$71.40
- Partnered with Pacha Belly Dance Instructor, Denise Domack to bring Belly Dancing Classes to Shearwater Residents on Monday nights.

### **Camps and Clinic Revenue Total \$1469.50**

- Prime Sports \$364.50
- 904 Tennis \$1105.00

### **Unique Lifestyle Events Total Revenue: \$32.00**

- Farmers Market \$32.00

### **TOTAL Special Event Income \$5508.50**

### **Maintenance:**

- Rake and roll tennis courts 3 times a week and sweep in between.
- Adjust tennis courts sprinklers multiple times a week to try and get them/keep them dialed in
- Pine straw distributed in phase 3 and 2
- **Hub Parking lot (sidewalks and curbs) power washed by vendor**
- Replaced the sprinkler heads on court 4
- Adjust sprinklers on all 4 courts
- Replaced manhole cover
- Replaced float at lap pool
- Replaced row machine foot strap
- Repaired the landscape light in front of hub.

- Fire extinguisher box installed at grill area at the Outpost.
- Met with pine straw vendor multiple times to ensure correct placement locations.
- Met with landscape vendors daily
- Met with electrical companies for quotes (FPL box, Kayak Hub
- Painted the LD office (formerly Nest), installed locks on the door, replaced cabinet hardware.
- Cleaned and organized the maintenance garage
- **Anastasia Mosquito Control Request**

**Good morning Mr. Loar,**

**Upon inspection of the facilities/playground area no mosquitoes were found but it seems you are inundated with eye gnats. Eye gnats breed and develop in moist well drained sandy soil with an abundance of organic matter, which can be found in the swamp behind the playground. You do have ponds that will produce very high numbers of midges to reduce the annoyance of midges it is suggested the HOA install bubblers or fountains. If you have any more questions, please feel free to contact me. I have included the assistant director in this email for situational awareness.**

**Best regards,**

**Dena Oliva, MBA  
Supervisor of Operations  
Anastasia Mosquito Control District**

- Replaced damaged dog waste station
- Repaired damaged latch at outpost exit door
- Pergola removed due to rotten wood. Vendor to repair damaged bricks. Requesting proposals to replace pergola.
- Added 240 lbs. of clay to courts
- Fire pit repaired
- Fitness Hub AC required vendor repairs.
- Installed a new latch on the pool entry gate
- Repaired exit gate latch at pool
- Repaired magnet at tennis gate

**[Vandalism/Mischief Issues:](#)**

- 4 discharged extinguishers recharged due to vandalism
- Graffiti removal in 8 spots on kayak launch trail
- Firepit at outpost damaged. Placed a wood cover with locks on it due to vandalism. The next morning someone painted graffiti on it.



**Please note that I will be on vacation June 22<sup>nd</sup>-30<sup>th</sup>**

**BELYNDA THARPE**

**General Manager-Trout Creek CDD**

100 Kayak Way| St. Augustine, FL  
32092

Direct 904.342.3739

Email [belynda.tharpe@fsresidential.com](mailto:belynda.tharpe@fsresidential.com)

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# TCCDD Square Report

## May 1-31, 2024

10 percent CDD Vendor Fee	\$1,054.70
Business Card E-Blast (June)	\$25.00
Fitness Classes	\$9.00
Outpost	\$0.00
Club Room - Weekend	\$1,360.00
Conference Room	\$120.00
Pavilion	\$1,375.00
Alcohol Security Deposit	\$1,010.00
Security Deposit	\$3,075.00
Personal Training	\$20.00
<b>Total</b>	<b>\$9,178.70</b>
Uncategorized (10%,	\$1,088.70
Accessories	\$0.00
RENTAL FEES	\$3,185.00
Security Deposit	\$4,085.00
Special Events	\$520.00
Sponsor	\$300.00
<b>Total</b>	<b>\$9,178.70</b>

# 45413

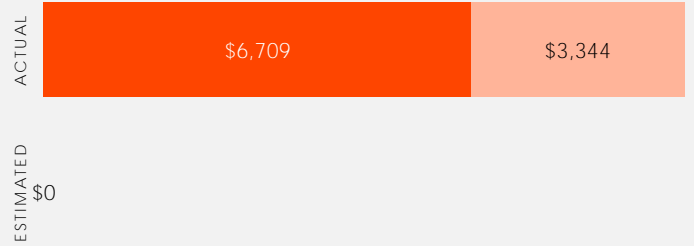
## PROFIT

### LOSS SUMMARY

■ Total income

■ Total expenses

	Estimated	Actual
Total income	\$0.00	\$6,708.60
Total expenses	\$0.00	\$3,344.28
Total profit (or loss)	\$0.00	\$3,364.32





May 1, 2024–May 31, 2024

# Item Sales Report

The HUB Cafe

Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
Gate clicker			Accessories	ea			\$ .
Regular				ea			\$ .
Key Fob			Accessories	ea			\$ , .
Regular				ea			\$ , .
Airheads			Candy	ea			\$ .
Regular				ea			\$ .
Butterfinger			Candy	ea			\$ .
Regular				ea			\$ .
Hersheys Milk Chocolate			Candy	ea			\$ .
Regular				ea			\$ .
Kit Kat			Candy	ea			\$ .
Regular				ea			\$ .
Milky Way			Candy	ea			\$ .
Regular				ea			\$ .
Skittles			Candy	ea			\$ .
<b>Total</b>				<b>ea</b>	<b>,</b>	<b>,</b>	<b>\$ , .</b>

Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
Regular				ea			\$ .
Snickers			Candy	ea			\$ .
Regular				ea			\$ .
Sour Punch			Candy	ea			\$ .
Regular				ea			\$ .
Sour Skittles			Candy	ea			\$ .
Regular				ea			\$ .
Starburst			Candy	ea			\$ .
Regular				ea			\$ .
Chips			Chips	ea			\$ .
Regular				ea			\$ .
Chips and Side			Chips	ea			\$ .
Regular				ea			\$ .
Coke			Cold Beverages	ea			\$ .
Regular				ea			\$ .
Diet Coke			Cold Beverages	ea			\$ .
Regular				ea			\$ .
Fiji Water			Cold Beverages	ea			\$ .
<b>Total</b>				<b>ea</b>			<b>\$ , .</b>

Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
Regular				ea			\$ .
Lavit Flavored Teas			Cold Beverages	ea			\$ .
Regular				ea			\$ .
Powerade			Cold Beverages	ea			\$ .
Regular				ea			\$ .
Pure Leaf Sweet Tea			Cold Beverages	ea			\$ .
Regular				ea			\$ .
Sprite			Cold Beverages	ea			\$ .
Regular				ea			\$ .
Vitamin Water			Cold Beverages	ea			\$ .
Regular				ea			\$ .
Water Zephyrhills			Cold Beverages	ea			\$ .
Regular				ea			\$ .
Americano Coffee			Hot Beverages	ea			\$ .
Regular				ea			\$ .
Ice Pops			Ice Cream	ea			\$ .
Regular				ea			\$ .
Mini melts			Ice Cream	ea			\$ , .
<b>Total</b>				<b>ea</b>	<b>,</b>	<b>,</b>	<b>\$ , .</b>

Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
Regular				ea			\$ , .
Personal Pizza			Pizza	ea			\$ .
Regular				ea			\$ .
Chips Deluxe Minis			Snacks	ea			\$ .
Regular				ea			\$ .
Famous Amos			Snacks	ea			\$ .
Regular				ea			\$ .
Hot Dog			Snacks	ea			\$ .
Regular		R		ea			\$ .
Nacho cheese			Snacks	ea			\$ .
Regular				ea			\$ .
PB&J Uncrustable			Snacks	ea			\$ .
Regular		Q		ea			\$ .
Pillsbury Mini			Snacks	ea			\$ .
Regular				ea			\$ .
Pretzel			Snacks	ea			\$ .
Regular				ea			\$ .
Tostitos Chunky Salsa			Snacks	ea			\$ .
<b>Total</b>				<b>ea</b>	<b>,</b>	<b>,</b>	<b>\$ , .</b>

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Item	GTIN	SKU	Category	Unit	Items Sold	Units Sold	Gross Sales
Regular				ea			\$ .
<b>Total</b>				<b>ea</b>	<b>,</b>	<b>,</b>	<b>\$ , .</b>

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# 31-May

## INCOME

TOTAL INCOME	Estimated				Actual
					\$6,708.60

### ADMISSIONS

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
	188	Adults @	\$10.00		\$1,880.00
	60	Children @	\$5.00		\$300.00
	28	Other @	\$15.00		\$420.00
Total				\$0.00	\$2,560.00

### ADS IN PROGRAM

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
		Covers @	\$75.00		\$0.00
	2	Half-pages @	\$50.00		\$100.00
	1	Quarter-pages @	\$25.00		\$25.00
Total				\$0.00	\$125.00

### SPONSORSHIPS

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
		Coffee & Conversation			\$150.00
		Luau			\$1,500.00
		Hello Summer Event			\$500.00
Total				\$0.00	\$2,150.00

### VENDOR REVENUE

Estimated no.	Actual no.	Type	Price	Estimated income	Actual income
		Total Body Tone			\$6.00

Zumba		\$0.00
FAST Swim		\$175.00
Aqua Aerobics		\$0.00
Tai Chi		\$65.00
Personal Training		\$40.00
Prime Sports		\$364.50
Soccer Shots		\$0.00
Farmer's Market		\$32.00
Sunet Slush		\$528.30
Planet Pizza		\$151.10
Frankie's Franks		\$220.40
Little Pizza Tuck of SA		\$291.30
Total	\$0.00	\$1,873.60

# May-24

## EXPENSES

TOTAL EXPENSES	Estimated		Actual	
		\$0.00		\$3,344.28

Coffee & Conversation	5/8/2024	Actual
Breakfast Items		\$118.35
Total	\$0.00	\$118.35

Hello Summer Event	5/27/2024	Actual
DJ		\$350.00
Total	\$0.00	\$350.00

Column1	Estimated	Actual
Total	\$0.00	\$0.00

Miscellaneous	Estimated	Actual
---------------	-----------	--------

Luau	6/24/2024	Actual
Décor		\$83.94
Signs		\$291.99
Performance		\$2,500.00
Total	\$0.00	\$2,875.93

Column1	Estimated	Actual
Total	\$0.00	\$0.00

Column1	Estimated	Actual
Total	\$0.00	\$0.00

Total	\$0.00	\$0.00

## **Tab 10**



# Shearwater at Troutcreek

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Fitness Center Update

# Fitness Center Plan

- Replace 16 pieces of Cardio
  - Cybex was purchased by LifeFitness – Proposing that line of cardio
- Remove Hoist Motion Cage
  - To make room for additional strength
- Add 5 more pieces of Strength: 4 Selectorized and 1 Adj Decline Bench

# CARDIO

## Existing (16 pieces)

---

- Cybex Treadmills (5)
- Cybex ARC Trainers (2)
- Octane Ellipticals (3)
- Cybex Rec Bikes (2)
- Cybex Upright Bike (1)
- Espresso Virtual Bikes (2)
- Stairmaster Gauntlet

Keep Existing Rower (No power required)

## Replacements (16 pieces)

---

- LifeFitness Treadmills (5)
- Octane ONE (1)\*
- Octane Ellipticals (2)\*
- LifeFitness Rec Bikes (2)\*
- LifeFitness Upright Bike (1)
- Espresso Virtual Bikes (1) and StarTrac (1)
- Stairmaster Gauntlet (1)
- \*Replace one Rec Bike and one Elliptical with Octane Recumbent Ellipticals (2)

# STRENGTH

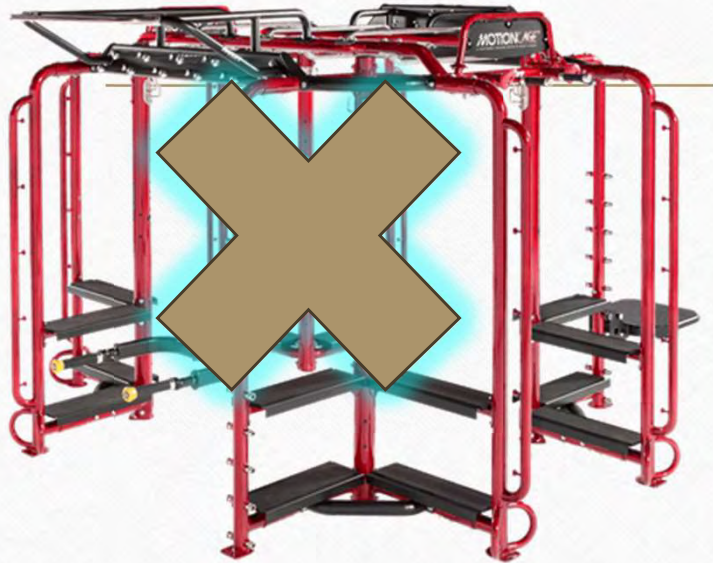
## Existing

- Cybex Chin-Dip-Assist
- Cybex Lat Pull Down
- Cybex Pec Fly
- Cybex Leg Press
- Cybex Dual Adjustable Pulley (2)

## Request for Legs/Core

- Hoist Leg Extension
- Hoist Leg Curl
- Hoist Ab/Back
- Total Glute (TAC)
- Bench: Decline to Flat

## FUNCTIONAL



Storage for Functional Fitness and Group Exercise Accessories.

SIDE NOTE: Group Fitness Area could use some new products and organization

# TRAINING ZONES

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CARDIO



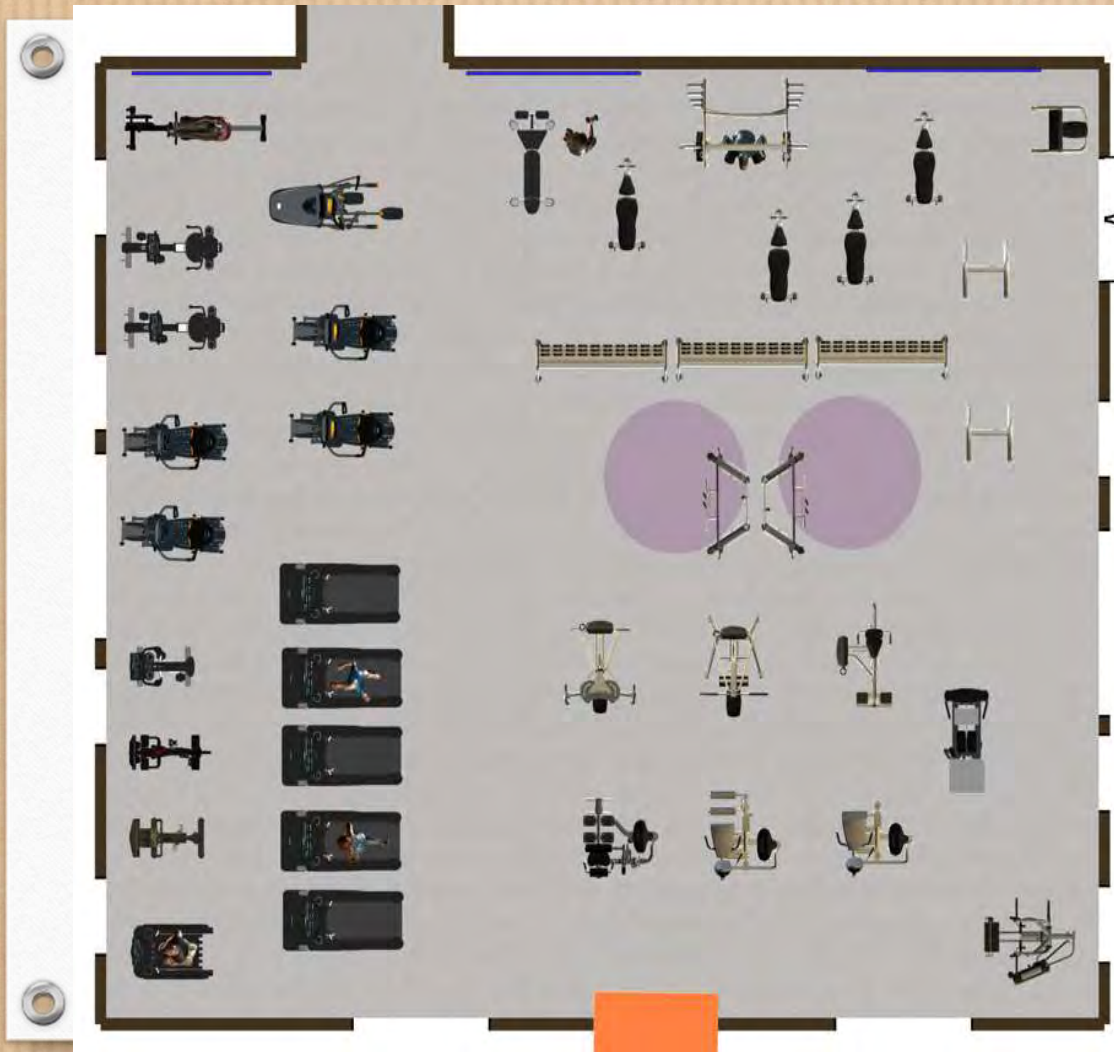
STRENGTH



FUNCTIONAL



STRETCH



## HIGHLIGHTS

- **Dedicated Cardio Zone** – Facing Pool Area
- **Consolidated Freeweight Area** with More Room
- **Remove Hoist Motion Cage** --- Put Functional Training Accessories in Group Fitness/Flex Space
- **Rearrange Strength Machines** and **Add 4-5 More** for Core and Legs
- **Add Dedicated Stretch Area**, removed from other training zones.
- **NOTE:** Inviting space with clear and open paths to each training zone.  
**ADA-Accessible**

# PAYMENT OPTIONS

Lease to Own - \$1 Buyout

FMV – Return Cardio at 60-months for 10-15% FMV

Purchase: 50% Deposit due at time of order; Balance due  
Net 15 once Installed

Equipment Totals \$147,581

New **CARDIO**

Additional **STRENGTH**

---

\$127,070

\$20,511

**PURCHASE TERMS:**

50% Deposit at Time of Order >>> \$73,790

50% Net 15 Once Equipment is Delivered >>\$73,791

**We were able to find a buyer for the used Cardio and the Motion Cage.  
Credit applied to bottom line on both quotes.**

# LEASE HYBRID OPTION To Conserve Capital Dollars

## Lease Strength \$1 Buyout\*

- \$543/month\*

\*Total Interest of \$12,078

Strength is yours to keep.

Then in 8-10 years, Replace ALL Strength

## Lease Cardio for FMV\*

- \$2738/month\*\*

\*\*Total Interest of \$37,210

\*FMV means cardio will be replaced every 5 years. Great option to keep cardio up to date and prevent costly repairs.

Return to SWATC: \$12,707 at end of lease

Estimated final cost: \$24,503 (Interest – FMV)

# GETTING to GREAT

## TIMELINE

### DAY 1

**Remove all cardio.  
Unbolt all Strength Machines. Remove Hoist Motion Cage.**

### DAY 2

**Deep clean rubber floor (Shearwater).  
Plug holes with epoxy filler (black). Install Team**

### DAY 3-4

**Install New Cardio. Rearrange Existing Strength and Install  
New Strength. Bolt Down Selectorized Machines.**

**Within 2-weeks of Re-opening:  
Resident Orientation and Open House – Complimentary Training**

MAINTAINING  
GREAT

PLAN

Monthly PM  
\$275

## CLEANING and UPKEEP

**Daily cleaning: Residents after each use**

**2-3x/week: Housekeeping Team, especially near base of each piece (sweat management) and underneath. Training Needed.**

## PREVENTIVE MAINTENANCE

**Monthly PM Visits – Refer to Scope of Practice on Agreement**

**CARDIO comes with 3/3 Parts/Labor Warranty but PM still req.**

## ReARRANGE CARDIO

**Based on analysis of usage, there are “favorite” pieces of equipment, likely based on physical location. Hours of use will be tracked, and equipment can be moved accordingly.**



# CONTACT US

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

Kelly Spivey

813-410-4413

[KSpivey@LIVUnLtd.com](mailto:KSpivey@LIVUnLtd.com)



7520 Standish Pl  
Suite 250  
Rockville, MD 20855

# GOLD Agreement

Agreement: # 95613  
Date: 06/01/2024  
1409951101 Shearwater at Trout Creek

## Scope of PM Services

Inspect and maintain all strength equipment for proper usage with the following services, but not limited to:

**Cardiovascular Equipment: (i.e. treadmills, ellipticals, bikes, steppers, etc.).**

- Test all cardiovascular equipment for proper operation and safety.
- Vacuuming/ Cleaning inside & underneath machines to prevent build-up of dust from hurting the machine's electronics.
- Adjust walking belts and drive belts for proper tension.
- Lubricate elevation motors, chains, and drive belts.
- Wax the decks/belts on all treadmills per the manufacturer's recommendation.
- Check all wire & electrical components for secure connections.
- Tighten and inspect all bolts and hardware.
- Check resistance levels for proper settings on internal programs.
- Inspect motor brushes, and front and rear rollers for any abnormal noises that may cause future problems.

**Weight/Strength Equipment:**

- Check all cables for wear, fraying, and proper tension.
- Lubricate the guide rods.
- Clean upholstery padding.
- Inspect Welds and Pulley wheel alignment.
- Make sure all bolts and hardware are tightened.

## Rates and Frequency

*Each PM visit will be billed upon completion for the price of **\$280.00** . The total number of visits per this agreement will be and the agreement will commence on . There will be NO additional charges for equipment covered under a parts and labor warranty.*

*As a contracted client, a reduced first hour and labor rate will be billed for additional inspections or situations that require further labor over and above the PM service and on equipment not under warranty. If any equipment should need repair/ service between inspections, the reduced first-hour charge of \$125.00. The \$125.00 includes the first hour of labor and the travel trip charge. The first-hour visit fee will be billed with any additional hours billed in 15-minute increments at \$65.00 per hour.*

**Terms and Conditions:** *By signing this agreement you acknowledge that you have read and agree to the terms, and conditions, set forth by LIVunLtd. Terms and Conditions can be found at the bottom of our website in the quick links section. [www.livunltd.com](http://www.livunltd.com)*

**Payment Terms specific to services provided under this agreement are:**

We accept all major credit cards. However, the amount due is net of a 3% cash discount. Payment by credit card will incur a 3%. (MC/ Visa) or 3.75% (AMEX) charge.

**Environmental Liability and Limitation**

LIVunLtd shall not be liable for any claim or damage, in any way related to environmental hazards, toxins, and contaminants, which shall include, but is not limited to, and without limitation, viral, bacterial, or other infections and contagions. Client/Customer hereby knowingly releases and waives LIVunLtd and its affiliates from any and all such claims and/or damages.

Customer Signature \_\_\_\_\_

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

LIVunLtd Signature \_\_\_\_\_

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

**Bill To**

Shearwater at Trout Creek  
 100 Kayak Way  
 Saint Augustine FL 32092  
 United States

**Ship To**

Shearwater at Trout Creek  
 100 Kayak Way  
 Saint Augustine FL 32092  
 United States

**Contact Info**

Belynda Tharpe  
 (904) 342-3732  
[Belynda.Tharpe@FSResidential.com](mailto:Belynda.Tharpe@FSResidential.com)

**Treadmills:****Ellipticals:****Bikes:****Steppers:****Strength:****Other:**

Sales Rep	Quote Expiration	Agreement Term	Frequency Per Year
451 KELLY SPIVEY	10/18/2024	12 Months	

Quantity	Item	Description	Rate	Amount
12	299CL	- Contract rate per visit (rate invoiced per completion of service visit) - NO UPFRONT PAYMENT NECESSARY - Includes complimentary disinfect and protect service!	\$275.00	\$3,300.00
			<b>Subtotal</b>	\$3,300.00
			<b>Shipping</b>	\$0.00
			<b>Tax (6.5%)</b>	\$0.00
			<b>Total</b>	\$3,300.00

Please note any special conditions: (billing PO/WO, access to facility, call ahead, other)

-

# Tab 11



Pole Description	# Installed	# Removed
13' Fiberglass Pole	15	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): \_\_\_\_\_

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$64.44. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

**IT IS MUTUALLY AGREED THAT:**

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.  
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

**IN WITNESS WHEREOF**, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Trout Creek CDD

Customer (Print or type name of Organization)

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

Signature (Authorized Representative)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

**FLORIDA POWER & LIGHT COMPANY**



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

(Signature)

Chris Venoy

(Print or type name)

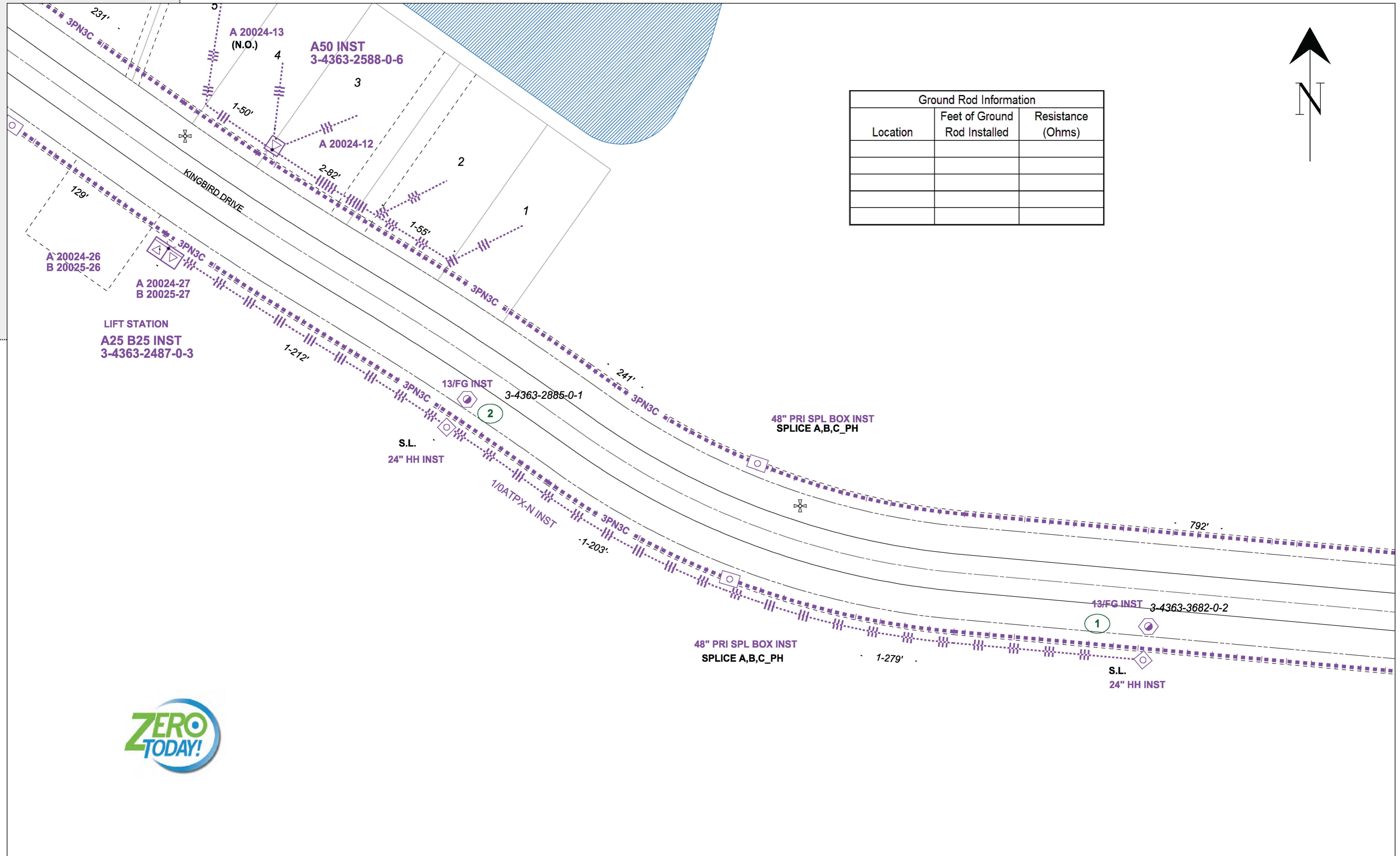
Title: FPL LT-1 Representative



FEEDERS:

INACCESSIBLE     13KV     FUTURE 23KV     23KV     SALT SPRAY     ROCK

PAGE 3



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



Size: 18 x 24

PRINTED BY: hvcd09b

PLOT DATE/TIME: 09/25/2023 08:34:32

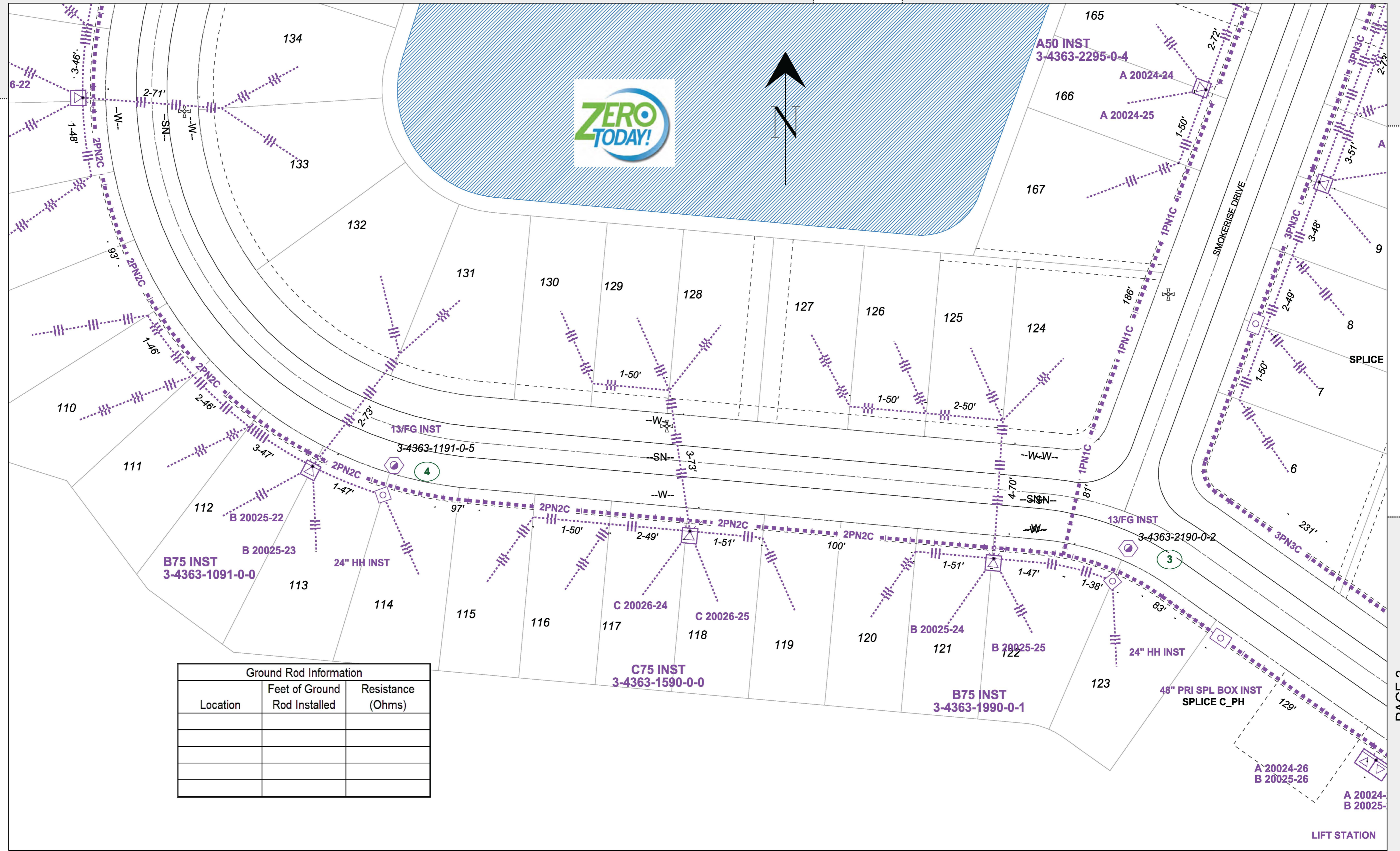
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3		Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____	Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>		Designer: Hanh Cao	Shearwater 3H-ST LTS	
2		AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:		Date: 09/25/2023	Original Size: 18 x 24	
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IPC	DATE	REVISION	Foreman's Signature _____ Date _____	Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>				Dwg No. 12660823_18x24 UG.xml	Map: GG1108
										WR: 12660823	Page 2 of 7

FEEDERS:

INACCESSIBLE     13KV     FUTURE 23KV     23KV     SALT SPRAY     ROCK

PAGE 4

PAGE 5



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

Size: 18 x 24  
PRINTED BY: hvcd09b

PLOT DATE/TIME: 09/25/2023 08:34:33

IPC	DATE	REVISION
4		
3		
2		
1		INSTALL (15)- 3000K TRADITIONAL CARRIAGE ON 13 FT BLACK FIBERGLASS POLES

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Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____
AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Initials _____ Cert. Date _____	Foreman's Signature _____ Date _____

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Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>	STATE RD <input type="checkbox"/>
WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>	TRANS. <input type="checkbox"/>
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	



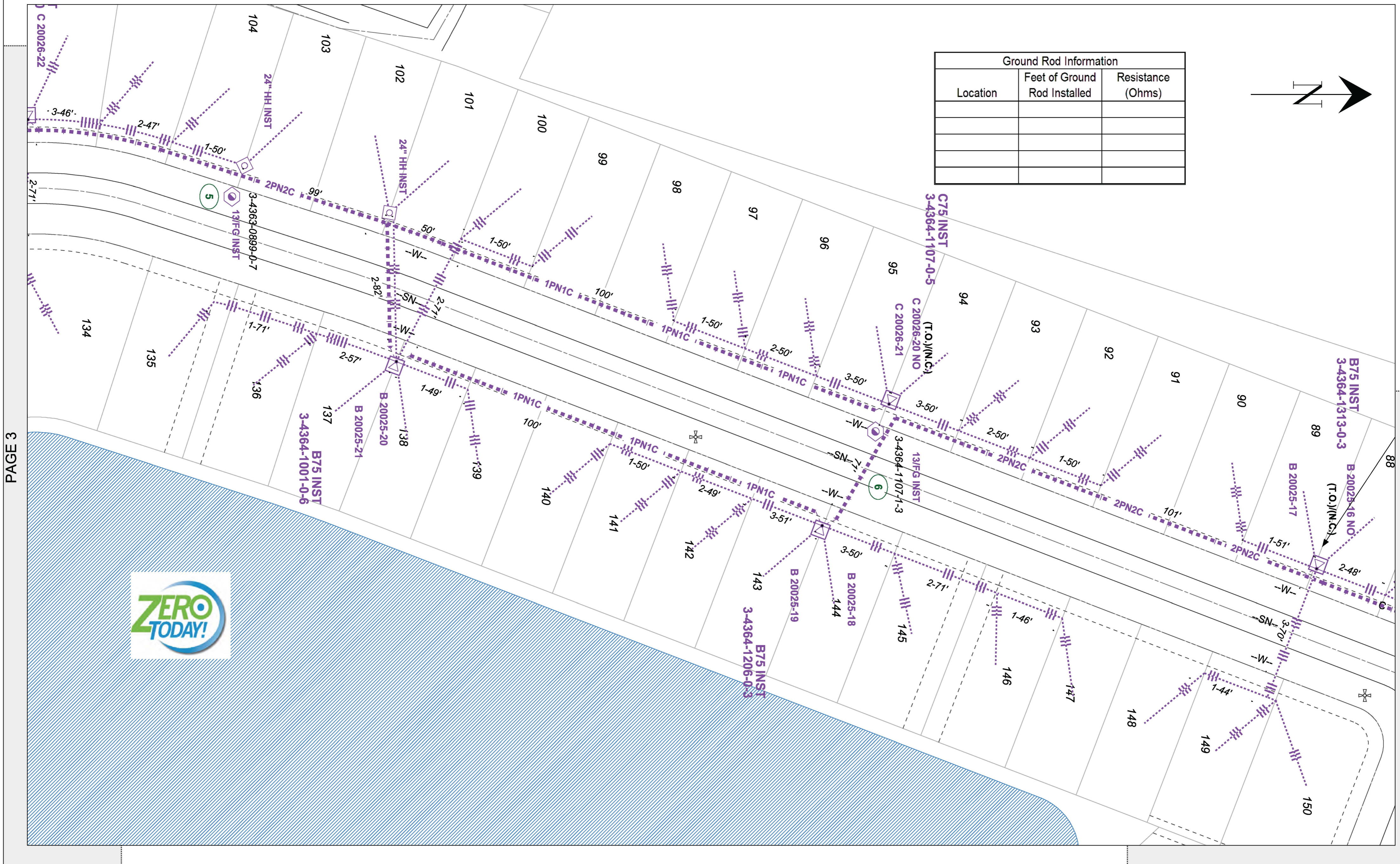
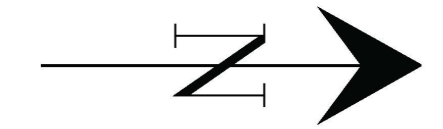
Job Owner:	Daniel Terza	M/A: NF	Township: 05 Range: 27 Section 34
Designer:	Hanh Cao	Shearwater 3H-ST LTS	
Date:	09/25/2023		
Original Size:	18 x 24	2800 SHEARWATER PKWY, SAINT AUGUSTINE, FL, 32092	
0' 40' 80'	Dwg No. 12660823_18x24 UG.xml	Map: GG1108	
	WR: 12660823	Page 3 of 7	

PAGE 2

FEEDERS:

INACCESSIBLE     13KV     FUTURE 23KV     23KV     SALT SPRAY     ROCK

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



PAGE 3

PAGE 9

Size: 18 x 24  
PRINTED BY: hvcc0c9b

PLOT DATE/TIME: 09/25/2023 08:34:35

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IPC	DATE	REVISION	

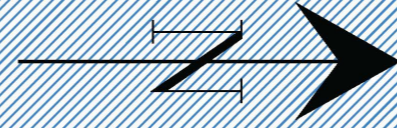
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Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>	STATE RD <input type="checkbox"/>
WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>	TRANSM. <input type="checkbox"/>
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	

Job Owner:	Daniel Terza
Designer:	Hanh Cao
Date:	09/25/2023
Original Size:	18 x 24
Scale:	0' 40' 80'
Dwg No.:	12660823_18x24 UG.xml
WR:	12660823

M/A:	NF	Township:	05 Range: 27 Section 34
Shearwater 3H-ST LTS			
2800 SHEARWATER PKWY, SAINT AUGUSTINE, FL, 32092			
Map: GG1108		Page 4 of 7	

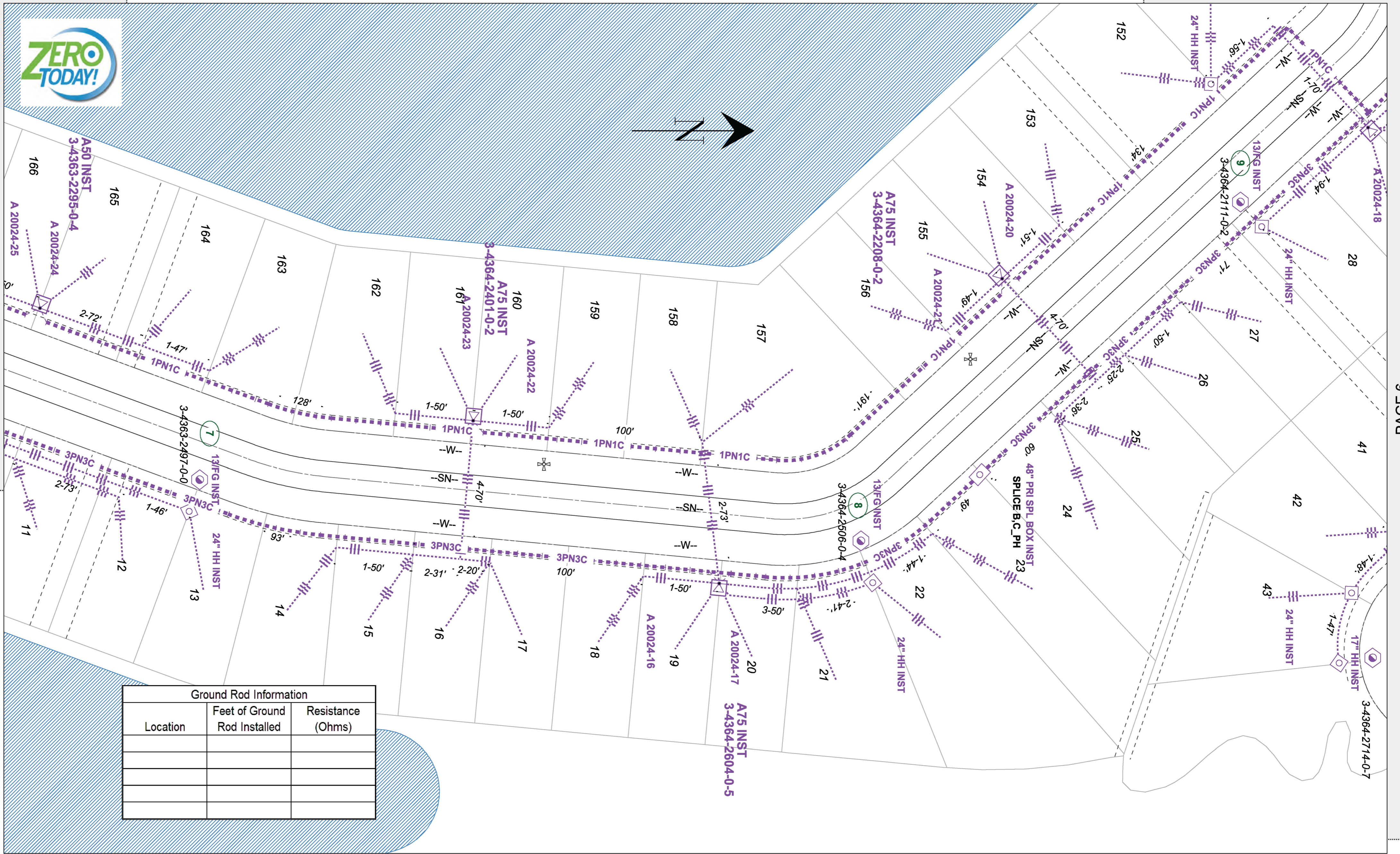
FEEDERS:

INACCESSIBLE     13KV     FUTURE 23KV     23KV     SALT SPRAY     ROCK



PAGE 3

9 EAGL



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

PRINTED BY: 09/25/2023 08:34:36

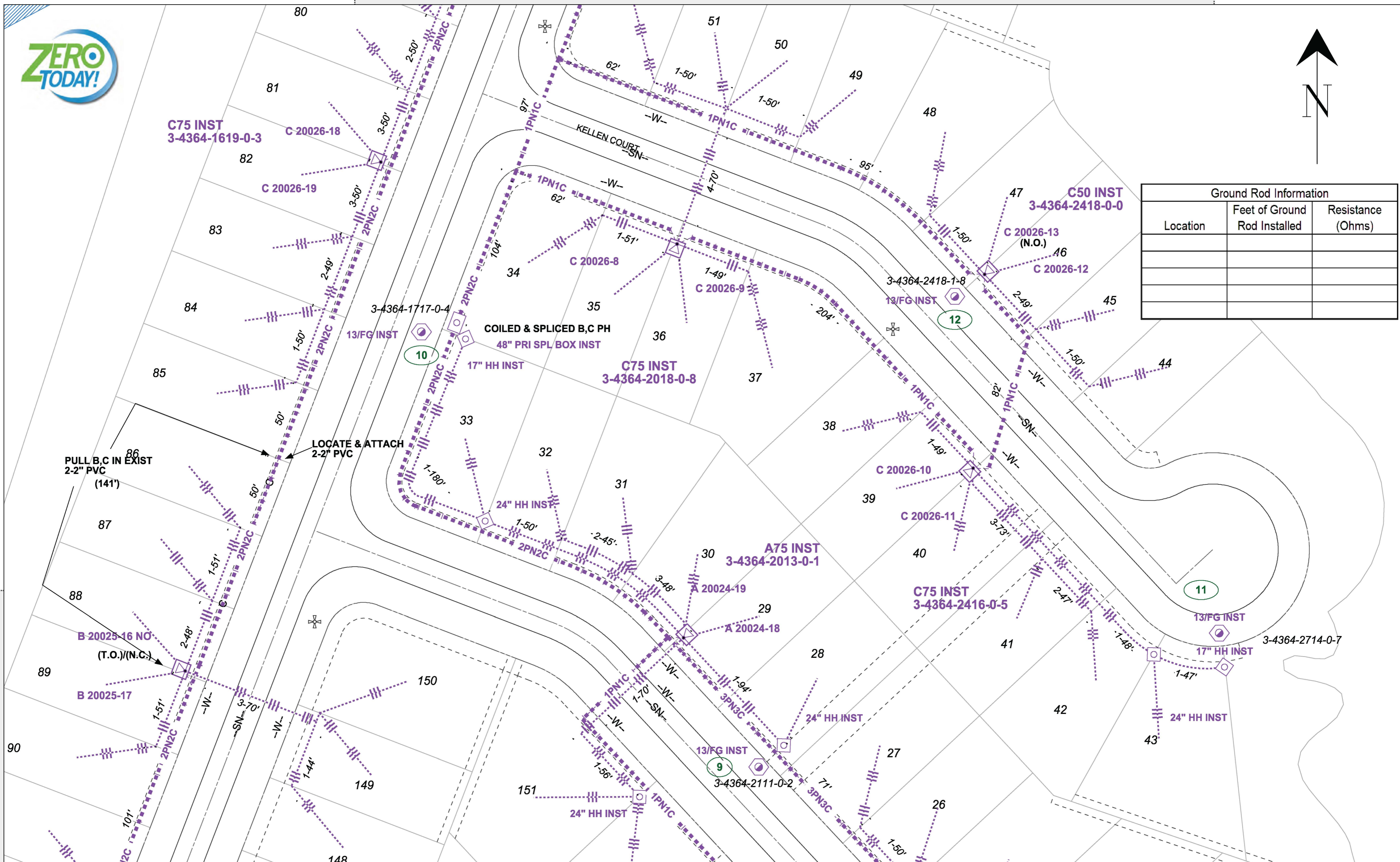
4		AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	Easement? <input checked="" type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>		Job Owner: Daniel Terza	M/A: NF	Township: 05 Range: 27 Section 41
3		Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____	Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>		Designer: Hanh Cao	Shearwater 3H-ST LTS	
2		AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:		Date: 09/25/2023	Original Size: 18 x 24	
1		INSTALL (15)- 3000K TRADITIONAL CARRIAGE ON 13 FT BLACK FIBERGLASS POLES		PERMIT REQ'D CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>	STATE RD <input type="checkbox"/>		FAA <input type="checkbox"/>	2800 SHEARWATER PKWY, SAINT AUGUSTINE, FL, 32092	
IPC	DATE	REVISION	Foreman's Signature _____ Date _____	Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>				Dwg No. 12660823_18x24 UG.xml	Map: GG1108
									WR: 12660823	Page 5 of 7	

FEEDERS:

INACCESSIBLE  13KV  FUTURE 23KV  23KV  SALT SPRAY  ROCK



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



Size: 18 x 24  
PRINTED BY: hvcc09b

PLOT DATE/TIME: 09/25/2023 08:34:38

4	AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
3	Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____
2	AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
1	INSTALL (15)- 3000K TRADITIONAL CARRIAGE ON 13 FT BLACK FIBERGLASS POLES	Foreman's Signature _____ Date _____
IPC	DATE	REVISION

Easement? <input checked="" type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>
WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>	STATE RD <input type="checkbox"/>
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	FAA <input type="checkbox"/>

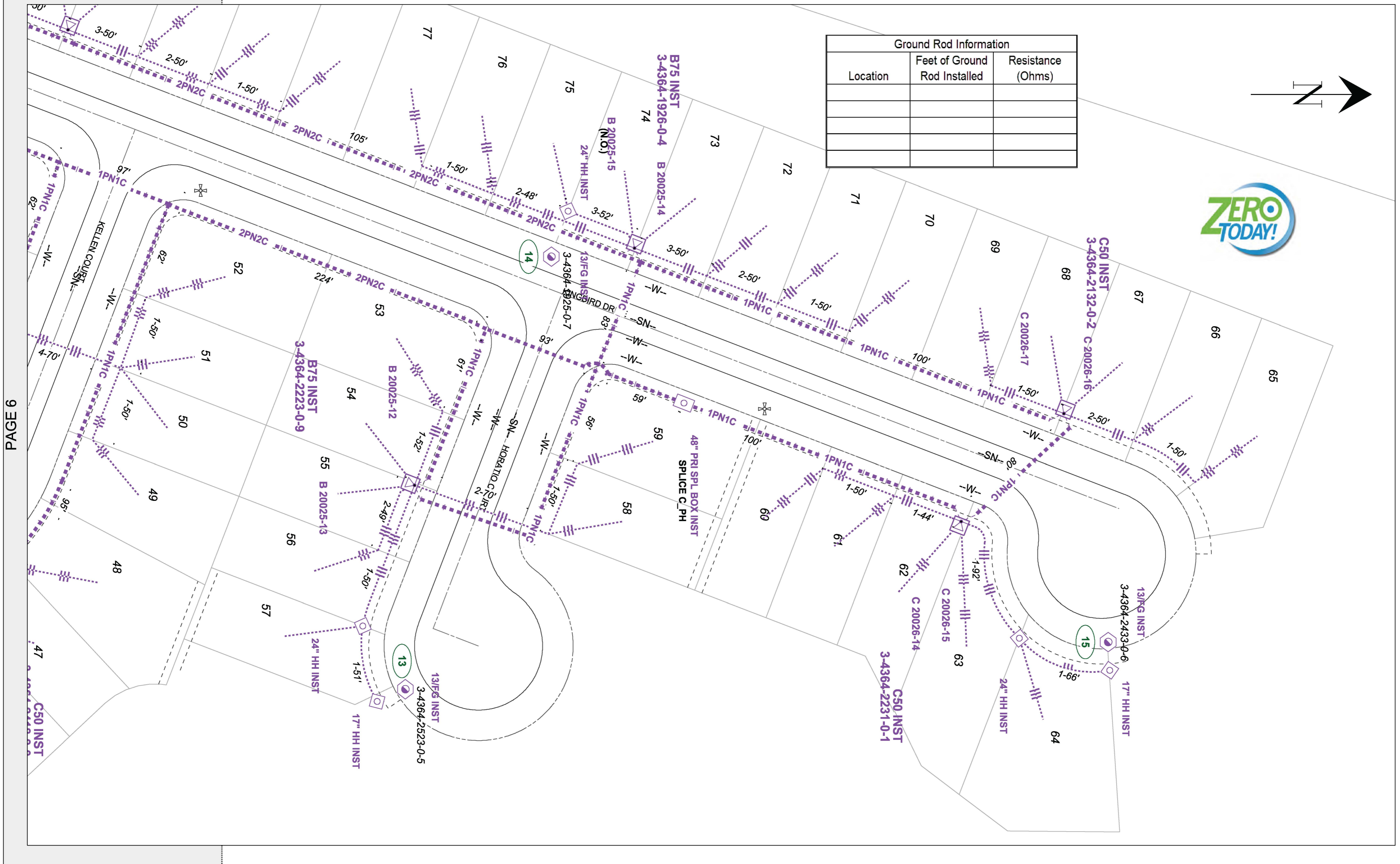
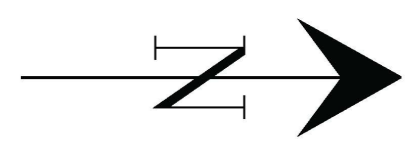
Job Owner:	Daniel Terza	M/A: NF	Township: 05 Range: 27 Section 41
Designer:	Hanh Cao	Shearwater 3H-ST LTS	
Date:	09/25/2023	Original Size: 18 x 24	
0' 40' 80'		2800 SHEARWATER PKWY, SAINT AUGUSTINE, FL, 32092	
WR: 12660823		Map: GG1108	
Page 6 of 7		Dwg No. 12660823_18x24 UG.xml	



FEEDERS:

INACCESSIBLE     13KV     FUTURE 23KV     23KV     SALT SPRAY     ROCK

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)



PAGE 9

PRINTED BY: hvc0c9b

PLOT DATE/TIME: 09/25/2023 08:34:40

IPC	DATE	REVISION
4		
3		
2		
1		INSTALL (15)- 3000K TRADITIONAL CARRIAGE ON 13 FT BLACK FIBERGLASS POLES

AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____
AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Initials _____ Cert. Date _____	Foreman's Signature _____ Date _____

Easement? <input checked="" type="checkbox"/>	Tree Work? <input type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/Stake? <input type="checkbox"/>	CT/Special Mtr? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY AIR <input type="checkbox"/>	STATE RD <input type="checkbox"/>
WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>	TRANSM. <input type="checkbox"/>
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	



Job Owner:	Daniel Terza	M/A: NF	Township: 05 Range: 27 Section 41
Designer:	Hanh Cao	Shearwater 3H-ST LTS	
Date:	09/25/2023		
Original Size:	18 x 24	2800 SHEARWATER PKWY, SAINT AUGUSTINE, FL, 32092	
0' 40' 80'		Dwg No. 12660823_18x24 UG.xml	Map: GG1108
		WR: 12660823	Page 7 of 7

# **Tab 12**



RESIDENTIAL AND COMMERCIAL LIC: CAC1818565  
 Email: david@chillermedic.com Phone #: 904-814-9677

**Billing Address**  
 Trout Creek Cdd/ C.O. Rizzetta  
 100 Kayak Way  
 Saint Augustine, , FL 32092 United States

**Chiller Medic Inc**  
 8933 Western Way Suite 18  
 Jacksonville, FL 32256

**Estimate** 34722512  
**Estimate Date** 5/31/2024

**Job Address**  
 Trout Creek Cdd/ C.O. Rizzetta  
 100 Kayak Way  
 Saint Augustine, , FL 32092 United States

Service #	Description	Quantity	Your Price	Total
02 Parts	(2) Trane Condensers (4TWR4048N1000) Copper Lines 7/8 and 3/8 Copper fittings Insulation	1.00	\$11,750.00	\$11,750.00
01 Labor	Labor to uninstall 2 trane condensers. Pull new line-sets from AHU to condensers. Install new condensers on existing pad and hook up to existing electrical and new lineset. Check for any leaks than pull vacuum to 500 microns. Do start up and confirm operation.	24.00	\$110.00	\$2,640.00

<b>Sub-Total</b>	\$14,390.00
<b>Tax</b>	\$0.00
<b>Total Due</b>	\$14,390.00
<b>Deposit/Downpayment</b>	\$0.00

Thank you for choosing Chiller Medic.

Estimates are good for 30 days.

## **Tab 13**

## SECTION 12.0 COURTESY REVIEW PRE-APPLICATION

### Section 12.01 Introduction

The purpose of the pre-application conference is to provide the applicant with the opportunity to explain the proposed development concepts to staff, and for staff to discuss policies, ordinances, standards, opportunities and constraints which may be applicable to the site and type of proposed development, before the applicant has invested substantial design time or become committed to particular design solutions. **The pre-application conference is for informational purposes only and does not confer any approval or waive any requirements that may be applied to any subsequent applications.**

Applications are submitted to the Development Review Division of the Growth Management Department.

Physical Address: 4040 Lewis Speedway, St. Augustine, FL 32084

Phone: (904) 209-0660

Fax: (904) 209-0743

There are no fees for this application.

### Section 12.02 Application Process

The following documents are required to process a Pre-Application

A Completed Development Review application

A scaled site plan (if larger than 11x 17" seventeen 17 copies required)

Any other information the applicant feels may be contributory. Please note that the more detailed information provided the more comprehensive the review will be.

### Section 12.03 Review Process

Applications will be scheduled for the first available Development Review Committee meeting, providing there is a minimum 5 working day review. The applicant will be notified of the scheduled time.



# St. Johns County Growth Management Department

Application for:

Date  Property Tax ID No

Project Name

Property Owner(s)  Phone Number

Address  Fax Number

City  State  Zip Code  e-mail

Are there any owners not listed?  No  Yes If yes please provide information on separate sheet.

Applicant/Representative  Phone Number

Address  Fax Number

City  State  Zip Code  e-mail

Property Location

Major Access  Size of Property  Cleared Acres (if applicable)

Zoning Class  No. of lots (if applicable)  Overlay District (if applicable)

Water & Sewer Provider  Future Land Use Designation

Present Use of Property  Proposed Bldg. S.F.

Project Description (use separate sheet if necessary)

Please list any applications currently under review or recently approved which may assist in the review of this application including the name of the PUD/PRD:

I understand that reasonable inspections of the subject property may be made as part of the application review process. I understand that any material misrepresentations or errors contained in this application or supporting documents may void an approved application, at the reasonable determination of the County considering the Land Development Code, Comprehensive Plan, and other applicable regulations.

I HEREBY CERTIFY THAT ALL INFORMATION IS CORRECT:  
Signature of owner or person authorized to represent this application:

Signed By \_\_\_\_\_

Printed or typed name(s)

## **TAB 14**

STATE OF Florida  
COUNTY OF St. Johns

Preparer's name: and address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantee's Address

BellSouth Telecommunications, LLC, d/b/a AT&T Florida

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ROADWAY EASEMENT  
SHEARWATER PHASE 3G

For and in consideration of Ten and 00/100 dollars (\$ 10.00 ) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, LLC., a Georgia limited liability company, d/b/a AT&T Florida**, and its parent and its parent's direct and indirect and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as "Grantee"), a non-exclusive easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, over, and under a portion of the lands described in Map Book 125, page 37-62 St. Johns County, Florida Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 33 and 34, Township 5 South Range 27 East, Meridian, St. Johns County, State of Florida, consisting of a ( strip) ( parcel) of land \_\_\_\_\_  
SEE ATTACHED EXHIBIT "A"

The following rights are also granted: the non-exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications (including broadcast) or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate (to a location mutually agreeable to the Grantor and Grantee) said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted non-exclusive easement unto BellSouth Telecommunications, LLC., d/b/a AT&T Florida, and its parent and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

Additionally, Grantee agrees that, after any construction, operation, maintenance, additions or removal contemplated by this Easement, (the "Easement Work"), Grantee shall return the property, including any and all improvements located thereon to the condition existing prior to the Easement Work.

To the extent required by law, Grantee will indemnify, save, and hold Grantor harmless and shall defend Grantor from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions related to the Easement Work of Grantee or its officers, directors, agents, assigns, or employees, which cause harm to persons or property. Grantee agrees that nothing in this Easement shall serve as or be construed as a waiver of Grantor's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulation(s) shall control in the event of conflict with any of the foregoing easement (servitude):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof, the following undersigned has/have caused this instrument to be executed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ 2024.

Signed, sealed and delivered in the presence of:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to chapter 190, Florida statutes

Witness \_\_\_\_\_  
(Print Name \_\_\_\_\_  
and Address) \_\_\_\_\_

Grantor \_\_\_\_\_  
(Print Name 2806 N. Fifth Street  
and Address) Unit 403  
St. Augustine, Florida 32804

Witness \_\_\_\_\_  
(Print Name \_\_\_\_\_  
and Address) \_\_\_\_\_

By: \_\_\_\_\_  
Michael K. McCollum  
Chairman, Board of Supervisors

STATE OF \_\_\_\_\_  
COUNTY (PARISH) OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Michael K. McCollum, Chairman of the Board of Supervisors of Trout Creek Community Development District on behalf of the District.

\_\_\_\_\_  
Notary Public  
(Print Name) \_\_\_\_\_

Notary Number \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_ Physically present

\_\_\_\_\_ Online notarization

The following special stipulation(s) shall control in the event of conflict with any of the foregoing easement (servitude):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof, the following undersigned has/have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered in the presence of:

Witness \_\_\_\_\_  
(Print Name \_\_\_\_\_  
and Address) \_\_\_\_\_

Witness \_\_\_\_\_  
(Print Name \_\_\_\_\_  
and Address) \_\_\_\_\_

WFC ASHFORD MILLS OWNER VII, L.L.C., a  
Delaware limited liability company  
Grantor \_\_\_\_\_  
(Print Name 900 N Michigan Avenue  
and Address) Suite 1900  
Chicago, Illinois 60611

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

STATE OF \_\_\_\_\_  
COUNTY (PARISH) OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_ as Authorized Representative of WFC Ashford Mills  
Owner VII, L.L.C., a Delaware limited liability company, for and on behalf of the company.

\_\_\_\_\_  
Notary Public  
(Print Name) \_\_\_\_\_

Notary Number \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Personally Known  OR Produced Identification   
\_\_\_\_\_ Physically present

Type of Identification Produced \_\_\_\_\_  
\_\_\_\_\_ Online notarization

EXHIBIT A”

BEING THE PLATTED ROAD RIGHTS-OF-WAY OF TIMBERWOLF TRAIL,  
RANGELINE DRIVE, YELLOWSTONE DRIVE AND GASTON COURT AS SHOWN ON  
THE PLAT OF SHEARWATER PHASE 3G AS RECORDED IN MAP BOOK \_\_\_\_\_,  
PAGES \_\_\_\_\_ PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

## **TAB 15**

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

**THIS FIFTH AMENDMENT** (the “Fifth Amendment”) is effective as of the 15<sup>th</sup> day of May, 2024, by and between:

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”), and

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

**RECITALS**

**WHEREAS**, on May 15, 2021, the District and the Contractor entered into an agreement for landscape and irrigation maintenance services (the “Services Agreement”); and

**WHEREAS**, pursuant to Section 5 of the Services Agreement, the term of the Services Agreement expired on May 14, 2024; and

**WHEREAS**, with the Fourth Amendment the District recently added newly installed landscaping in Phase 3B-B to the scope of work of the Services Agreement; and

**WHEREAS**, the Contractor will provide a one year warranty on the Phase 3B-B landscaping provided that the Contractor serves as the maintenance provider for the same; and

**WHEREAS**, the District has determined that the Contractor is the single source for maintenance and warranty services combined, and desires to amend the term of the Services Agreement to match the term of the warranty.

**WHEREAS**, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

**WHEREAS**, each of the Parties hereto has the authority to execute this Fifth Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Fifth Amendment so that this Fifth Amendment 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 are hereby acknowledged, the District and the Contractor agree as follows:

**SECTION 1.** The Services Agreement is hereby affirmed, and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Fifth Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable.

**SECTION 2.** The Services Agreement is hereby amended to extend the term of the agreement until May 14, 2025.

**SECTION 3.** All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

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

ATTEST:

**TROUT CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

WITNESS:

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

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

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

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

## **TAB 16**



6869 Phillips Parkway Dr S  
Jacksonville, FL 32256  
904-997-0044

**Aquatic Management Agreement**

This Agreement dated June 11, 2024 is made between Charles Aquatics, Inc., a Florida Corporation, and

Name Trout Creek CDD c/o Melissa Dobbins, Rizzetta & Company

Property Address 126 Kayak Way, St. Augustine, FL 32092

Billing Address 3434 Colwell Ave, Ste 200, Tampa, FL 33614

Phone Number 904-436-6270 Cell Number \_\_\_\_\_ E-Mail mdobbins@rizzetta.com

Hereinafter called "CLIENT"


The parties hereto agree to the following:

- Charles Aquatics, Inc. agrees to provide monthly visual inspections of the waterway(s) and application of herbicides or algaecides, as needed, 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:  
**Addition of Ponds 29A and 29B for a total of 41 Ponds located in St Johns County, FL.**
- CLIENT agrees to pay Charles Aquatics, Inc. the following sum(s) for the listed aquatic management services:
 

○ Current Monthly Aquatic Management for 39 Ponds	<b><u>\$3,279.00</u></b>	
○ Monthly Aquatic Management Services for Ponds 29A & 29B	<b><u>\$ 232.00</u></b>	
➤ Total for 41 Ponds		<b><u>\$ 3,511.00</u></b>
○ Permitting for Triploid Grass Carp	<u>\$ No Charge</u>	
○ Triploid Grass Carp Stocking (Upon Approval)	<u>\$ 8.00/fish</u>	
○ Fabrication and Installation of Aluminum Fish Barriers	<u>\$ 55.00/s.f.</u>	
○ Physical Removal using Weedrake (floating weeds only)	<u>\$ 150.00/hour</u>	
- The terms and conditions in this Agreement (pages 1-3) form an integral part of this Agreement and CLIENT hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned signed and in its entirety to be considered valid.
- The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CLIENT to Charles Aquatics, Inc. within 30 days of issuance.
- The Effective Date of this Agreement is the first day of the month in which aquatic management services are first provided.
- CLIENT warrants he is authorized to execute this 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. This would include injury or death to humans or animals who swim, drink, boat or fish in waterways. Recreational activities may result in ingesting or coming into contact with harmful, pathogenic microorganisms.
- CLIENT agrees to reimburse Charles Aquatics, Inc. for all processing fees for registering with third party companies for compliance monitoring services.

Charles Aquatics, Inc.

CLIENT

  
James H. Charles, III

Sign \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_

## Terms & Conditions

1. Control Methods: Aquatic Management Services will be provided by environmentally safe water management practices using one or more of the following established methods and techniques where applicable for the control of non-native, invasive or noxious species of aquatic weeds:
  - a. Chemical Control: this method 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, dissolved oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for the oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control. Shoreline weeds that border the water's edge, such as torpedo grass, alligator weed and cattails, will be controlled with herbicide treatments. Many of these species take several months or longer to fully decompose. CLIENT is responsible for any desired physical removal at an additional cost.
  - b. Biological Control: this method consists of stocking of weed-eating fish, primarily Triploid Grass Carp. CLIENT acknowledges that prior to fish stocking, governmental permits may be required and there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking.
  - c. Mechanical Removal: this method consists of the physical removal of floating aquatic weeds from waterways. The disposal site of the removed weeds will be determined by mutual agreement between Charles Aquatics, Inc. and the CLIENT. This service is available for an additional fee but is not included in this Agreement.
  - d. Trash: Trash and light debris floating within and from the areas immediately surrounding the waterway(s) may be collected during the regularly scheduled service. Trash and light debris is defined as litter such as cups, plastic bags and other man-made materials that will fit into a 5 gallon bucket. Large or dangerous items such as biohazards, landscape debris or construction debris will not be included. Styrofoam materials are excluded. Removal of 100% of lake trash is not guaranteed.
2. 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.
3. 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 to property resulting from normal activities performed in a responsible manner.
4. Access: CLIENT agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Access should be on an unobstructed utility or drainage easement and allow for 10' wide by 10' high, provide a firm surface for passage of boat, boat trailer and towing vehicles, have a grade of no greater than 45°, and not require crossing bulkheads surrounding waterway(s). 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. 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.
6. Insurance: Charles Aquatics, Inc. shall maintain the following insurance coverage: Automobile Liability, General Liability, and Pollution Liability. Workers' Compensation coverage is also provided at statutory limits. Charles Aquatics, Inc. will submit certificates of insurance upon request.
7. Payment terms: CLIENT understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CLIENT places their account on hold, an additional start-up fee may be required due to aquatic re-growth. All invoices will be paid within 30 days of the date of the invoice. Payments made after 30 days will be considered in arrears and will be assessed interest charges in the amount of 1.5% for each month payment is late. CLIENT agrees to reimburse Charles Aquatics, Inc. for any bank charges and handling fees resulting from a returned check.
8. 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.
9. 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.

10. 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 and acknowledged by the recipient. In the event CLIENT terminates the Agreement prior to the end of the initial year, CLIENT agrees to pay Charles Aquatics, Inc. for the balance of the agreement.
11. Assignment of this Agreement: This Agreement is not assignable by the CLIENT except upon prior written consent by Charles Aquatics, Inc.
12. 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.
13. 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.

	YES	NO	INITIALS
a) Water used for irrigating landscaping around pond is effluent or reclaimed water			
b) Water from the treated waterway(s) is used for irrigation			
c) Water from the treated waterway(s) is used for human or animal consumption			
d) Treated waterway(s) are not used for swimming by humans or pets			
e) Treated waterway(s) have been mitigated (government required aquatic planting) or are scheduled to be mitigated.			
f) Any special use of treated waterway(s) which may conflict with treatments			
g) The presence of fish such as Triploid Grass Carp, Tilapia or Koi in the treated waterway(s)			
h) Restrictions on the use of any aquatic herbicides or algaecides in the waterway(s) to be treated			
i) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating			

14. For any condition(s) checked "YES" above, please provide additional details below:

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15. CLIENT agrees that its failure to disclose any conditions listed above may compromise Charles Aquatics, Inc.'s capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the Agreement. Any failure disclose any condition which hinders or significantly changes Charles Aquatics, Inc.'s ability to provide their services does not relieve CLIENT's obligation to pay for the services provided under the terms and conditions of this Agreement.



Possible carp guard locations (2)

Carp Guard location