



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
April 20, 2022**

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

www.troutcreekcdd.org

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors

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

District Manager

Associate District Manager

Melissa Dobbins	Rizzetta & Company, Inc.
Carol Brown	

District Counsel

Katie Buchanan	Kutak Rock LLP
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District Engineer

Brad Davis	Prosser Inc.
Matt Melchiori	

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

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

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

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

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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Board of Supervisors
Trout Creek Community
Development District

April 18, 2022

REVISED AGENDA

Dear Board Members:

The **Regular** meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **April 20, 2022**, at 3:00 p.m. at the Kayak Club located at 100 Kayak Way, St. Augustine, FL 32092. The following is the tentative agenda for this meeting:

1. **CALL TO ORDER / ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Special Meeting held on February 9, 2022.....**Tab 1**
 - B. Ratification of Operations and Maintenance Expenditures for January 2022 & February 2022.....**Tab 2**
 - C. Ratification of Requisitions:**Tab 3**
 - 1.) Account Series 2018, CUS 181
 - 2.) Account Series 2020, CUS 35–44, 45-46, 47-48, 50, 52, 54-60, 49, 51, 53
 - D. Construction Activity Report, Period Ending February 2022.....**Tab 4**
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - 1.) Ratification of the Following:.....**Tab 5**
 - A.) Hardscape Construction Agreement
 - B.) Change Order #1, #2 & #3 for Randy Suggs
 - C.) Change Order for Adkins Electric to Relocate Monument Lights
 - C. Construction Administrator
 - 1.) Discussion Regarding Phase 3D / Timberwolf Trail RFP
 - D. Landscape.....**Tab 6**
 - 1.) VerdeGo Landscape Reports, March 2022
 - 2.) Advanced Tree Care Arborist Report, December 2021
 - 3.) Discussion Regarding Landscaping Improvements
 - E. Community Director.....**Tab 7**
 - 1.) Management Report, April 2022
 - 2.) Discussion Regarding Suspension of Amenity Privileges
 - 3.) Consideration of Miller Tennis Management Agreement
 - F. District Manager
 - 1.) Jani-King Update

5. BUSINESS ITEMS

- A. Ratification of the Following:..... **Tab 8**
 - 1.) Adkins Electric Dog Park LED Pole Light
 - 2.) Poolsure Fee Increase
 - 3.) Volunteer WC Insurance Policy
- B. Consideration of Pool Heater Pumps..... **Tab 9**
- C. Discussion Regarding Series 2022 Bond Issuance
- D. Discussion Regarding Charity Events
- E. Discussion of CCMC Agreement
- F. Consideration of Amending VerdeGo Landscape Agreement, with removing Phase 3A
- G. Consideration of Amending Prestige Landscape Agreement, with adding Phase 3

6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

7. ADJOURNMENT

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

Yours kindly,

Carol Brown

Carol Brown
Associate District Manager
Trout Creek Community Development District

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 public hearing and **special** meeting of the Board of Supervisors of Trout Creek Community Development District was held on **Wednesday, February 9, 2022, at 3:00 p.m.**, at the Kayak Club located at 100 Kayak Way, St. Augustine, FL 32092.

Present and constituting a quorum:

Andy Smith	Board Supervisor, Chair
David Roane	Board Supervisor, Vice Chair
Frank Murphy	Board Supervisor, Assistant Secretary
Ryan Stone	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Carol Brown	Associate District Manager, Rizzetta & Co., Inc.
Katie Buchanan	District Counsel, Kutak Rock LLP
Matt Melchiori	District Engineer, Prosser Inc.
Mike McCollum	Developer, Freehold Capital Management
Robert Stone	Community Director

Present Via Speakerphone:

James Hale	President of Shearwater Sharks Swim Team
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Members of the public present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Brown called the meeting to order at 3:05 p.m.

SECOND ORDER OF BUSINESS

Public Comments on Agenda Items

Audience commented on reserve accounts and operation & maintenance expenses.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on December 15, 2021

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' approved Minutes of the Board of Supervisors' Regular Meeting held on December 15, 2021, for Trout Creek Community Development District.

FOURTH ORDER OF BUSINESS

Ratification of Operations and Maintenance Expenditures for November 2021 and December 2021

On a motion by Mr. Smith, seconded by Mr. Murphy, with all unanimously in favor, the Board of Supervisors' ratified the Operation and Maintenance Expenditures for November 2021, in the amount of \$30,448.63 and December 2021, in the amount of \$108,651.70 for Trout Creek Community Development District.

FIFTH ORDER OF BUSINESS

Ratification of Requisitions

- 1.) Account Series 2018, CUS 177-180
- 2.) Account Series 2020, CUS 26-34

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' ratified the Capital Improvement, Account Series 2018, CUS 177-180, and Account Series 2020, CUS 26-34 for Trout Creek Community Development District.

SIXTH ORDER OF BUSINESS

Construction Activity Report, Period Ending December, 2021

Report presented under Tab 4 of the agenda.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-06, Conducting the General Election

Ms. Buchanan explained to the Board that this Resolution will be submitted to the county's Supervisor of Elections who will conduct the election on the CDD's behalf. She reviewed the qualification period and the time frame for publication of Notice of qualifying period. Supervisor Murphy stated the application period for candidates was between June 13, 2022 to June 17, 2022 and Ms. Buchanan confirmed these dates.

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' adopted Resolution 2022-06, Conducting the General Election for Trout Creek Community Development District.

EIGHTH ORDER OF BUSINESS**Consideration of Resolution 2022-07,
Amending Authorizing Disbursement
of Funds for Expenses**

Ms. Buchanan explained to the Board that this Resolution is an amendment to the previous Resolution. She reminded the Board that at the last meeting they had approved the amenity manager to have a not to exceed expenditure amount of \$10,000 without Board approval. This Resolution would match this approval and she provided the Board with a bump up option to increase the threshold of the District Manager and Chairman to \$15,000 without Board approval.

On a motion by Mr. Smith, seconded by Mr. Stone, with all unanimously in favor, the Board of Supervisors' adopted Resolution 2022-07, Amending Authorizing Disbursement of Funds for Expenses for Trout Creek Community Development District.

NINTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel
1.) Consideration of Kutak Rock Retention and Fee Agreement

On a motion by Mr. Smith, seconded by Mr. Murphy, with all unanimously in favor, the Board of Supervisors' approved the Kutak Rock Retention and Fee Agreement for Trout Creek Community Development District.

- B. District Engineer
1.) Consideration of Stormwater Needs Analysis Proposal

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' approved Stormwater Needs Analysis Proposal, in the amount of \$14,500, for Trout Creek Community Development District.

Mr. Melchiori updated the Board that he met with the county engineer and stated the county will not permit flashing signage or push-button at the crosswalk. The county stated this area does not meet the criteria.

The Chairman stated he had also met with the county engineer and asked why the District can't put up some type of light up? County engineer stated the District would not meet the threshold. County engineer stated the District could conduct a traffic study, but they already know this area will not meet the county's threshold, which is also the DOT threshold. Full traffic signal would be the only option, but neither intersection warrant that.

Mr. Melchiori stated the District can contact county and request an increase in enforcement.

C. Construction Administrator

Mr. McCollum requested the Board for approval to go out a bid for the Timberwolf Trail Construction phase. This construction would be for the completion of Timberwolf Trail (3A) to County Road 16 and would include access roads to the new school.

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' approved the District to go out to bid for the Timberwolf Trail Construction phase for Trout Creek Community Development District.

D. Community Director

1.) CCMC Management Report

Mr. Stone presented and reviewed the CCMC Management Report. (Exhibit A)

The Chairman asked to work with Mr. Stone directly regarding the bottle filling stations. He also responded to the issues of kids causing problems in the amenity center and guided Mr. Stone in cross referencing the key fob entry logs with the security cameras to identify the teens and send out warning letters to the parents. Should amenity usage need to be suspended, Mr. Stone can work with Counsel in the enforcement of the policies. The Chairman also directed Mr. Stone not to have the bolts removed from the Fitness Room floor. Discussion ensued.

2.) Charles Aquatic Service Report, November 2021

Mr. Stone informed Board that he is working with the homeowner to move the installed fence on easement. Report found under Tab 8.

E. District Manager

1.) Rizzetta & Company Management

Ms. Brown presented and reviewed the Rizzetta & Company Management Report. (Exhibit B)

2.) Discussion Regarding Reserve Accounts

Ms. Brown reviewed the contingency line item on the budget and asked if the Board would like to have a discussion of leaving these funds as a contingency line item or for it to be moved into a reserve account.

The Chairman further explained that if funds are moved into a reserve account, staff would need to obtain Board approval at a meeting to access these funds. Concerns were expressed, that in the event of an emergency staff would have had to wait for a Board meeting to get approval to repair something. Discussion ensued.

On a motion by Mr. Smith, seconded by Mr. Murphy, with all unanimously in favor, the Board of Supervisors' directed staff to establish a separate account for reserve funds, authorizing the Board Chairman access to these funds up to \$15,000 per transaction, and amounts above this require Board approval, for Trout Creek Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Kayak Outpost and Kayak Launch Policies

Mr. Stone presented the drafted Kayak Outpost and Kayak Launch Policy. He stated that this policy does not allow residents, who rent the Kayak Outpost the ability to serve alcohol.

The Chairman stated for the record that this policy does not mean you cannot have an alcoholic beverage in the Outpost, but what this policy means is that you cannot host a party with a bartender serving alcohol.

On a motion by Mr. Smith, seconded by Mr. Roane, with all unanimously in favor, the Board of Supervisors' adopted the Kayak Outpost and Kayak Launch Policies for Trout Creek Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of CCMC Amendment to Petty Cash

On a motion by Mr. Smith, seconded by Mr. Murphy, with all unanimously in favor, the Board of Supervisors' approved the Director of Facilities Maintenance to have a District Debit Card for Trout Creek Community Development District.

TWELFTH ORDER OF BUSINESS

Consideration of VakPak Lap Pool Pump Proposal

Mr. Stone presented the Board an additional VakPak proposal for the Lazy River. (Exhibit C). Discussion ensued

On a motion by Mr. Murphy, seconded by Mr. Smith, with all unanimously in favor, the Board of Supervisors' approved the VakPak Lap Pool Pump Replacement in the amount of \$11,275.18 for Trout Creek Community Development District.

On a motion by Mr. Smith, seconded by Mr. Murphy, with all unanimously in favor, the Board of Supervisors' approved the VakPak Proposal to Replace Motor without Replacing the Impeller in the amount of \$9,081.52 for Trout Creek Community Development District.

THIRTEENTH ORDER OF BUSINESS

Consideration of Swim Team Agreement

Mr. Hale presented Exhibit A of the 2022 Swim Team Guidelines. He stated the swim team has purchased starting blocks is requesting they be permanently installed during the season, a detailed parking plan has been created to and they are requesting to increase practices from 3 days a week to 4 days a week with adding a Saturday morning practice. Season begins April 19, 2022.

Board members expressed concerns with the starting blocks permanently installed during the season, parking issues and the impact of residents. Discussion ensued.

On a motion by Mr. Smith, seconded by Mr. Murphy, with all unanimously in favor, the Board of Supervisors' approved the 2022 Swim Team Agreement with the following conditions, Saturday practices may be revoked by community manager and the swim starting blocks are to be added and removed each practice and meet for Trout Creek Community Development District.

FOURTEENTH ORDER OF BUSINESS

AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

Supervisor Requests:

Supervisor Murphy requested staff to purchase a portable speaker for next meeting.

Audience comments:

Audience members had the following comments: Complimented community, meeting cancelation, swim blocks, construction, retail property, 1st Coast Expressway, bikes on trails, inflation considered in reserve studies, accounting practices, security cameras, social media, sidewalk and minors in the gym.

FIFTEENTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Smith, seconded by Mr. Roane, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 5:38 p.m. for Trout Creek Community Development District.

DRAFT

Secretary /Assistant Secretary

Chairman / Vice Chairman

Exhibit A

February 2022 Trout Creek CDD Board of Supervisors Report

ADMINISTRATIVE OPERATIONS

Staff Update

- Connor Norton (Maintenance Technician) relocated back to Destin to work in his fathers company
- Hired 2 new Maintenance Technicians (David Lesage & Jimmy Hensley) to work with Tony DeMaio, our Facilities Maintenance Technician
- Created 2 new positions (Kylie Michals will oversee Accounts Payable & Communication; Beth Price will oversee Accounts Receivable and collecting & organizing DRB requests)

Admin Functions Update

- Email Neighborhoods built and complete
- Working on updating ALL Shearwater contracts/agreements with vendors and providers.
- Shearwater Stream has been updated with a light reformat
- Utilizing LD Facebook Page

AMENITY MAINTENANCE

- Added two more sanitary wipe stations in the gym, making 4 total
- Gym equipment was inspected and repaired by Southeast Fitness, part are still on order
- Some new light gym equipment was purchased and replaced
- AquaCal – Mike Firesheets Heat Exchanger calculations are in hand. Currently working on quotes for install from 3 contractors
- Replaced two gas grills at pavilion and replaced fire pit (all three were original, rusted, leaking gas and to costly to repair)
- Engaged Naders Pest Raiders to provide pest services to the Kayak Outpost (Naders also provides service to the Amenity Center)
- Getting quotes for pool umbrellas and replacement furniture – Need confirmation on proper account/use of funds

- Power washing company for building soft wash at the amenity center – Starting week of February 14
- Power washing company for boardwalks – is running a test on potential solution to algae, dirt buildup
- Working on solution for bottle filler on all 4 water fountains on the property
- Kids in gym causing damage to equipment after hours.
- Repairing deferred maintenance items, speakers on pool deck, cable box & Internet repairs and maintenance.
- Replaced pool chemical controllers and two broken covers
- Deep Cleaning Fitness Lodge Feb 10 from 8am to 2pm this will be on a quarterly schedule moving forward
- Still working on a quote for the dog park light
- Still working on a quote to repair tennis light fixture
- Still working on a quote to repair Shearwater Parkway Street light
- Do not have an update on Pickle Ball Court Conversion
- Still working on estimate to paint slide tower and bracketing
- Received Gym Door Quote – Family has been contacted whose son broke window and accepted event. Shocked at price of replacement and feels full replacement cost is excessive. Willing to pay a few hundred dollars. Need Board determination on next steps/conversation.

VENDOR OPERATIONS

- Reviewing Tennis contractor agreement - in process will be presented at next BOS meeting for consideration
- Reviewing options to get the Stadium court repaired/leveled and order clay for ongoing repair/patch of low areas due to play
- Vesta will begin staffing pool during spring break week.

COMMON AREA MAINTENANCE

Arborist Report

- Attached Under Separate Cover
- Reviewing opportunities to follow suggestions listed within

Landscape Report

- Added walk path from sidewalk to firepit at the Kayak Outpost

- Replaced landscape damaged/destroyed by accident Wednesday prior to Thanksgiving in median on Shearwater Parkway

Pond Report

- Attached Under Separate Cover

LIFESTYLE/COMMUNICATIONS

Lifestyle Events

- Will work on Community Garden Updates and Events

Calendar of Events from last meeting

December 2021 Events

- Holidays at the Hub!
 - When: Wednesday, 1, 8, 15, 22, 2:00 – 3:00 PM
- First Friday Holiday Market,
 - When: December 3, 5:00 pm- 8:00 pm
- Shearwater Bite Night
 - When: Tuesday December 14th & 28th 5:00 pm – 8:00 pm.
- Holiday Craft Corner
 - When: Tuesday, December 21 2:00-3:00 pm
- Holiday Light Contest
 - When: December 1 -14th
- 2021 Winterfest
 - When: Saturday, December 18 – 1:00 – 4:00 PM

January 2022 Events

- First Friday
 - When: Friday 07th 5:00 pm- 8:00 pm
- Shearwater Bite Night
 - When: Tuesday 11th & 25th 5:00 pm – 8:00 pm.
- Coffee on the Porch
 - When: Wednesday 12th 9:00 am – 10:00 am
- Twisted Trivia! Adults only Social
 - When: Friday 14th 6:00 pm – 8:00 pm
- Teen Scene Video Game Trivia
 - When: Monday 17th 12:00 pm - 2:00 pm
- Wine Down Wednesday
 - When: Wednesday 19th 6:00 pm – 8:00 pm
- Kidz Craft Corner
 - When: Thursday 27th 4:00 pm – 5:00 pm

February 2022 Events

- First Friday
 - When: Friday 04th 5:00 pm- 8:00 pm
- Bingo (Adults Only)
 - When: Friday 04th 6:00 pm- 8:00 pm
- Shearwater Bite Night
 - When: Tuesday 08th & 22nd 5:00 pm – 8:00 pm.
- Coffee on the Porch
 - When: Wednesday 09th 9:00 am – 10:00 am
- We Love Our Residents-Donut Drive Through
 - When: Monday 14th 07:00 am – 8:00 am
- Love at the Hub
 - When: Monday 14th 1:00 pm – 4:00 pm
- Mardi Gras Party (BYOB)
 - When: Thursday 17th 6:00 pm – 8:00 pm
- Kidz Craft Corner
 - When: Thursday 24th 4:00 pm – 5:00 pm
- Pups & Pints
 - When: Saturday 26th 1:00 pm – 4:00 pm

PENDING BOARD APPROVAL

- Anthony DeMaio TCCDD Debit Card
- Replace Lap Pool Pump & Lazy River Accelerator Pump – Attached
- Policies for Kayak Outpost/Kayak Launch – Attached
- Office Machine Proposal - Attached
- Jani-King restructure/additions - Attached

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Professionally managed by [CCMC](#)

Exhibit C



UPCOMING DATES TO REMEMBER

- **Next Meeting:** April 20, 2022 at 3 PM
- **Canceled Meeting:** March 16, 2022
- **FY 2020-2021 Audit Completion Deadline:** April 30, 2022
- **Next Election (Seats 1 & 2):** November 8, 2022
- **Series 2015 Bond Maturity Date:** May 1, 2045
- **Series 2018 Bond Maturity Date:** May 1, 2049
- **Series 2020 Bond Maturity Date:** May 1, 2051

**District
Manager's
Report**

February 9

2022

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<u>FINANCIAL SUMMARY</u>	<u>12/31/2021</u>
General Fund Cash & Investment Balance:	\$1,830,120*
Reserve Fund Cash & Investment Balance:	\$289,600**
Total Fund Balance YTD Actual:	\$1,830,120
Total Expenditure YTD Variance:	\$158,088 Under Budget

*General Fund Cash - Includes FY 22 AR of \$1,100,023.28

**Reserve Fund - Account in process of being established with FY 21-22 Budget Line Item



Rizzetta & Company

Updates:

Currently preparing for the upcoming Budget season and General Election.

MVA update: On November 24, 2021 there was a motor vehicle accident on District property which resulted in property damage. The District's insurance company, EGIS is assisting in processing the claim through the driver's insurance company. District received a proposal to replace trees from VerdeGo. Waiting for an update on the insurance claim status.

We are working with Counsel on the following agreements / addendums: CCMC, Vesta Life Guard Services, Vak Pak, and Jani-King.

District has received several VerdeGo invoices that have been incorrectly coded or have received invoices for services have not been yet preformed. We are working with Community Director and vendor to resolve issues.

Continue to audit the District Records, Certificates of Insurance of District Vendors and website.

Exhibit B



QUOTE: 020122-2

Subject: Quote for replacing the motor and impeller on pump #1 in the Northeast Accelerator vault.

Client: Shearwater/Trout Creek CDD located at 2806 North 5th Street, unit 403
Robert Stone<rstone@myshearwater.com>

Client: Shearwater

Vak Pak, Inc. provides the following quote:

	W/Impeller	W/O Impeller
Parts/Crane	\$ 12085.68	\$ 7321.28
Labor/Travel	\$ 1760.24	\$ 1760.24
Sales Tax	\$ 0.00	\$ 0.00
Total Costs:	\$ 13845.92	\$ 9081.52

Warranty on parts installed will be for 12 months from date of installation and will cover part replacement cost for manufacturer's defects.

Payment is due at time of service.

Sincerely,

Sincerely,
John Willis
Vak Pak, Inc
Email: jw@vakpak.com

Quote accepted by: _____

1824 Phoenix Avenue Jacksonville, FL 32206 Tel: (904) 353-4403 Fax: (904) 358-2014

www.vakpak.com

		Price
Parts	quant	
25HP 3PH Pump Motor	1	\$ 6,172.20
Seal Kit	1	\$ 399.08
Trimmed Impeller	1	\$ 4,764.41
	0	\$ -
	0	\$ -
Crane	1	\$ 750.00
Tax		\$ -
Parts Total		\$ 12,085.68

		Price
Parts	quant	
25HP 3PH Pump Motor	1	\$ 6,172.20
Seal Kit	1	\$ 399.08
Trimmed Impeller	0	\$ -
	0	\$ -
	0	\$ -
Crane	1	\$ 750.00
Tax		\$ -
Parts Total		\$ 7,321.28

Tab 2

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures Presented For Board Approval January 2022

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

The total items being presented: **\$110,921.12**

Approval of Expenditures:

_____ Chairperson
_____ Vice Chairperson
_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures


January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Adkins Electric, Inc.	003645	G21676	Service Call 12/21	\$ 525.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003639	44594961	Commercial Pest Control 12/21	\$ 110.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003668	44825210	Rodent Control 01/22	\$ 176.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003668	44894209	Pest Control 01/22	\$ 110.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003668	44894216	Commercial Pest Control 01/22	\$ 90.00
AT&T Communications System	003646	151561791 - 12/21	Acct # 151561791 - 12/21	\$ 16.05
AT&T Communications System	003647	299942543 12/21	Gate Access Monitoring 12/21	\$ 16.05
AT&T Communications System	003648	904 230-0054 001 0562 12/21	904 230-0054 001 0562 12/21	\$ 446.61
Broadcast Music, Inc.	003658	41660715	Musice License Fee 11/01/21- 10/31/22	\$ 550.87
Capital Consultants Management Corporation	003633	TCD-01012022	Amenity Management Services 12/21	\$ 4,616.40
Charles Aquatics, Inc.	003663	44302	Aquatic Maintenance 01/22	\$ 1,561.00
Colden Company, Inc.	003664	14605	IT Services & Mileage Reimbursement -10/21	\$ 80.00
Colden Company, Inc.	003634	14763	Quarterly PBX Hosting Billing 01/01/22- 03/31/22	\$ 940.80
Colden Company, Inc.	003650	14844	IT Services & Mileage Reimbursement -12/21	\$ 352.95

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Critter Control Operations, Inc.	003642	2401054	Monthly Pest Control -11/21	\$ 116.00
Critter Control Operations, Inc.	003673	2493134	Monthly Pest Control -01/22	\$ 116.00
Eason Enterprises, Inc. dba Southeast Fitness Repair	003653	17123A	Repair to Fitness Equipment 12/21	\$ 695.00
First Coast Franchising dba Jani- King of Jacksonville	003638	JAK0122010476	Cleaning Service 01/22	\$ 2,922.00
Florida Department of Revenue	003665	65-8017062725-9 Sales and Use Tax 12/21	Sales and Use Tax 12/21	\$ 30.10
FPL	2022011922-1	FPL Summary 12/21	FPL Summary 12/21	\$ 7,355.42
Hopping Green & Sams PA	003636	125839	General Legal Services 08/21	\$ 4,817.95
Hopping Green & Sams PA	003636	126147	General Legal Services 10/21	\$ 2,892.92
Howard Services, Inc.	003637	13922	Replaced AHU #2 Fitness Building 12/21	\$ 2,977.45
Howard Services, Inc.	003661	S-12632	AC Repair 12/21	\$ 312.50
IPFS Corporation	003666	GAA-B75447 Pymt 4 of 11	GAA-B75447 Pymt 4 of 11	\$ 4,373.43
J Greene Enterprises, Inc dba First Coast Fire & Safety Equip	003659	2750121521	Service Call - Annual Tag Maintenance 12/21	\$ 443.70
Jacksonville Electric Authority	2022011922-2	9634626977 12/21	Water-Sewer Combination Services 12/21	\$ 22,207.56
	003649	SJSO21CAD263333	Security Patrol 12/25/21	\$ 180.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
██████████	003662	SJSO22CAD005209	Security Patrol 010722	\$ 120.00
Massey Services, Inc.	003667	46375136	Pest Control Service 12/21	\$ 65.00
██████████	003651	SJSO21CAD267811	Security Patrol 12/31/21	\$ 120.00
██████████	003651	SJSO22CAD000662	Security Patrol 01/22	\$ 180.00
██████████	003669	SJSO22CAD010676	Deputy Patrol 01/14-01/15/22	\$ 240.00
Newagetutors LLC DBA VGlobal Tech	003656	3474	Website ADA Compliance Quarterly 01/22	\$ 300.00
Poolsure	003640	1311295603998	Monthly Pool Chemicals 01/22	\$ 2,350.00
Republic Services of Florida	2022011922-3	0687-001190444	Waste Disposal Services - 12/21	\$ 363.90
Rizzetta & Company, Inc.	003641	INV0000064555	District Management Fees 01/22	\$ 4,306.59
Rizzetta & Company, Inc.	003670	INV0000064830	Annual Dissemination Agent Fee FY 21/22	\$ 7,000.00
Roy Green	003671	14Jan2022	Twisted Trivia DJ 01/22	\$ 200.00
SESAC LLC	003652	803073 Acct 96732	License Fee 2022	\$ 325.00
SouthStar Energy Services LLC dba Florida Natural Gas	003635	571981ES	Natural Gas 11/21	\$ 12.93
SouthStar Energy Services LLC dba Florida Natural Gas	003660	586114ES	Natural Gas 11/21-01/22	\$ 24.89

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Stripe Zone	003672	3608	Paint Curbs-Refl Per Supplied Map 12/22	\$ 750.00
Trout Creek CDD	DC 012122		Debit Card Transfer 1-21-22	\$ 3,025.67
Trout Creek CDD	DC 011122		Debit Card Transfer	\$ 5,735.15
Vak Pak Inc. Manufacturing	003674	600026	Repaired Toro Valve,Tubing,Float Assy 01/22	\$ 281.90
VerdeGo LLC	003654	7095B	Landscape Maintenance 12/21	\$ 25,329.08
Vexacor Supply Group, LLC	003643	A-232947	Cafe Supplies 12/21	\$ 109.25
Vexacor Supply Group, LLC	003655	A-232977	Cafe Supplies 01/22	\$ 150.00
Wayne Automatic Fire Sprinklers, Inc.	003644	931016	Quarterly Sprinkler Inspection 12/21	\$ 100.00
Whitney Myers	003657	01122022	Art-Z-Faces 01/12/22	\$ 800.00
Report Total				<u>\$ 110,921.12</u>

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures Presented For Board Approval February 2022

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2022 through February 28, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$195,944.52**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2022 Through February 28, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Adkins Electric, Inc.	003711	G21695-01	Service Call 01/22	\$ 453.00
Adkins Electric, Inc.	003697	G21730-01	Service Call 02/22	\$ 365.00
Arrow Exterminators Inc., dba Nader's Pest Raiders	003724	45350746	Pest Control 02/22	\$ 110.00
AT&T Communications System	003685	151561791 - 01/22	Acct # 151561791 - 01/22	\$ 33.99
AT&T Communications System	003686	299942543 01/25	Acct # 299942543 01/25	\$ 26.04
AT&T Communications System	003699	904 230-0008 001 0564 02/22	Monthly Telephone Service 02/22	\$ 906.37
AT&T Communications System	003700	904 230-0054 001 0562 02/22	904 230-0054 001 0562 02/22	\$ 444.31
AT&T Communications System	003687	904 230-0054 001 0562 12/21	904 230-0054 001 0562 12/21	\$ 446.61
Atlantic Companies, Inc.	003712	001234350	Key Fobs 02/22	\$ 1,000.00
Capital Consultants Management Corporation	003702	TCD-02012022	Amenity Management Services 02/22	\$ 2,253.60
Charles Aquatics, Inc.	003715	44384	Bi-Monthly Cleaning of Fountains & Columns in Pond 1 02/22	\$ 400.00
Charles David Roane	003728	DR020922	Board of Supervisors Meeting 02/09/22	\$ 200.00
Coastal Sash & Door, Inc	003688	012822 Coastal	Replacement of Gym Door 01/22	\$ 2,126.97
Colden Company, Inc.	003689	14951	Help Desk 01/22	\$ 40.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures


February 1, 2022 Through February 28, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Commercial Energy Specialists, Inc.	003714	173715	Service Call 12/21	\$ 220.87
Commercial Energy Specialists, Inc.	003714	174615	Stenners Pumps and Stainers for Lap Pool 01/22	\$ 1,580.51
Critter Control Operations, Inc.	003731	2590535	Monthly Pest Control - 02/22	\$ 116.00
Eason Enterprises, Inc. dba Southeast Fitness Repair	003730	17314A	Repair to Fitness Equipment 02/22	\$ 416.39
Eason Enterprises, Inc. dba Southeast Fitness Repair	003681	17416A	Repair to Fitness Equipment 01/22	\$ 170.00
First Coast Franchising dba Jani-King of Jacksonville	003677	JAK02220443	Cleaning Service 02/22	\$ 2,922.00
Florida Department of Revenue	003717	65-8017062725-9 Sales and Use Tax 01/22	Sales and Use Tax 01/22	\$ 241.47
FPL	2022022322-1	FPL Summary 01/22	FPL Summary 01/22	\$ 7,377.10
Frank Murphy	003723	FM020922	Board of Supervisors Meeting 02/09/22	\$ 200.00
IPFS Corporation	003705	GAA-B75447 Pymt 5 of 11	GAA-B75447 Pymt 5 of 11	\$ 4,373.43
Jacksonville Electric Authority	2022022322-2	9634626977 12/21b	Water-Sewer Combination Services 01/22	\$ 20,654.22
	003675	SJS022CAD016000	Security Patrol 01/21/22	\$ 120.00
Keith and Lisa Wheeler dba Bouncers, Slides and More, Inc	003701	02262022.08	Mobile Rockwall Soccer Kick Generator 02/22	\$ 850.00
Keith and Lisa Wheeler dba Bouncers, Slides and More, Inc	003701	03042022.04	Equipment Rental 03/22	\$ 500.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2022 Through February 28, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Keith and Lisa Wheeler dba Bouncers, Slides and More, Inc Kutak Rock LLP	003701	04092022.05	Equipment Rental 04/22	\$ 2,006.00
	003706	2979685	Legal Services 01/22	\$ 3,698.14
Lucia Frenandez	003716	021722 Lucia Fernandez	FY 20-21 Off Roll Moved to FY21-22 Tax Roll 02/22	\$ 1,432.80
Massey Services, Inc.	003678	46712118	Pest Control Service 01/13/22	\$ 65.00
Massey Services, Inc.	003721	47134250	Pest Control Service 02/22	\$ 65.00
McElroy's Cleaning & Coatings	003722	216221	Cleaning Exterior of Buildings 02/22	\$ 3,360.00
	003725	SJSO22CAD031942	Deputy Patrol 02/11/22	\$ 240.00
Newagetutors LLC DBA VGlobal Tech	003734	3554	Website ADA Compliance 02/22	\$ 300.00
Peoples Gas System	003726	211011457499 01/22	182 Kyak Way 01/22	\$ 31.66
Poolsure	003679	131295604744	Monthly Pool Chemicals 2/22	\$ 2,350.00
Prestige Landscapes of North Florida, Inc.	003708	2225	Irrigation 11/21	\$ 2,700.00
Prestige Landscapes of North Florida, Inc.	003727	2308	Landscape Maintenance 01/22	\$ 1,896.00
Prosser, Inc.	003691	47404	Engineering Services 01/22	\$ 1,780.55
Republic Services of Florida	2022022322-3	0687-001198238	Waste Disposal Services 02/22	\$ 502.47

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2022 Through February 28, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	003680	INV0000065394	District Management Fees 02/22	\$ 4,306.59
Roy W. Green	003718	021122	DJ Services 02/22	\$ 300.00
Roy W. Green	003704	2422	DJ Services 02/03/2022	\$ 200.00
Roy W. Green	003719	31722	DJ Services 02/22	\$ 200.00
Roy W. Green	003704	3422	DJ Services 02/03/2022	\$ 200.00
Ryan Scott Stone	003729	RS020922	Board of Supervisors Meeting 02/09/22	\$ 200.00
	003696	SJSO22CAD021466	Deputy Patrol 01/28/22	\$ 120.00
SouthStar Energy Services LLC dba Florida Natural Gas	003676	572368ES	Natural Gas 010/31/21-12/02/21	\$ 30.04
SouthStar Energy Services LLC dba Florida Natural Gas	003676	586382ES	Natural Gas 12/2/21-01/03/22	\$ 41.55
Sterling Specialties, Inc.	003692	12496	Rep'd Fencing&Pedestrian Gate	\$ 3,250.00
	003703	SJSO22CAD022271	Deputy Patrol 01/29/22	\$ 120.00
The St. Augustine Record Dept 1261	003707	0003380427-01 01/31/22	Acct#15626 Legal Advertising 01/31/22	\$ 572.99
Trout Creek CDD	2-10-22	2-10-22	Debit Card Transfer 2-10-22	\$ 3,657.42
Trout Creek CDD	2-16-22	2-16-22	Debit Card Transfer 2-16-22	\$ 2,102.29

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2022 Through February 28, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Trout Creek CDD	2-17-22	2-17-22	Debit Card Transfer 2-17-22	\$ 5,217.09
Vak Pak Inc. Manufacturing	003709	600030	Quarterly Inspection 01/22	\$ 700.00
VerdeGo LLC	003693	6653	Landscape Maintenance 10/21	\$ 2,280.00
VerdeGo LLC	003682	6681B	Landscape Maintenance 10/21	\$ 25,329.08
VerdeGo LLC	003732	6681C	Landscape Maintenance Phase 2D/3A 10/21	\$ 4,745.80
VerdeGo LLC	003710	6957B	Landscape Maintenance 11/21	\$ 25,329.08
VerdeGo LLC	003710	6957C	Landscape Maintenance Phase 2D/3A 11/21	\$ 4,745.80
VerdeGo LLC	003732	7085	Irrigation Repair 12/21	\$ 99.44
VerdeGo LLC	003732	7086	Sidewalk Construction Reinstall 12/21	\$ 773.33
VerdeGo LLC	003732	7095C	Landscape Maintenance Phase 2D/3A 12/21	\$ 4,745.80
VerdeGo LLC	003710	7171	Tree Inspection 12/21	\$ 725.00
VerdeGo LLC	003732	7287B	Standard Maintenance Contract 01/22	\$ 25,329.08
VerdeGo LLC	003732	7287C	Landscape Maintenance Phase 2D/3A 01/22	\$ 4,745.80
VerdeGo LLC	003693	7324	Landscape Maintenance 01/22	\$ 558.24

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2022 Through February 28, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
VerdeGo LLC	003710	7449	Irrigation Repair 01/31	\$ 575.00
Veterans United Craft Brewery, LLC	003733	013122 Veterans	Beer for Pups and Pints Event 02/22	\$ 1,382.40
Vexacor Supply Group, LLC	003683	A-245473	Cafe Supplies 01/22	\$ 562.20
Vexacor Supply Group, LLC	003694	A-247117	Cafe Supplies 11/21	\$ 150.00
Viktoryia Ahayeva dba Agaeva Photography, LLC	003698	014	Shearwater Community Christmas 12/21	\$ 450.00
Wayne Automatic Fire Sprinklers, Inc.	003695	941415	Quarterly Sprinkler Inspection 02/22	\$ 100.00
Whitney Myers	003684	01312022	Art-Z-Faces 01/22	\$ 2,325.00
Whitney Myers	003684	01312022 2	Art-Z-Faces 01/22	\$ 800.00
Report Total				<u>\$ 195,944.52</u>

Tab 3

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

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

January 15, 2022

- (A) Requisition Number: **CUS 181**
- (B) Name of Payee: **C & H Marine Construction**
417 Stowe Ave.
Suite B
Orange Park, FL 32073
- (C) Amount Payable: **\$54,310.00**
- (D) **Inv # 4582 & 4583**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY *Andrew T. Smith* _____
CHAIRMAN

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

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

BY:  _____
DISTRICT E

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

February 21, 2022

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

RE: Custody Account, Series 2020
Requisitions for Payment

Dear Bill:

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

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

- A) CUS 35,38-40,42-44 checks should be sent overnight delivery via UPS
- B) All others should be sent via USPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 35	Extreme Bush Hogging	\$10,250.00
CUS 36	Hardscape Construction	\$1,750.00
CUS 37	Hopping Green & Sams	\$357.50
CUS 38	Prosser Inc.	\$14,319.66
CUS 39	Rizzetta & Co.	\$5,000.00
CUS 40	Southern Recreation	\$5,784.00
CUS 41	Stephens Advertising	\$200.00
CUS 42	Vallencourt	\$98,825.87
CUS 43	Vallencourt	\$166,065.07
CUS 44	Vallencourt	\$202,168.76

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

Sincerely,

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

Carol Brown

District Manager

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

January 15, 2022

- (A) Requisition Number: **CUS 35**
- (B) Name of Payee: **Extreme Bush Hogging**
P.O. Box 695
Palatka, FL 32178
- (C) Amount Payable: **\$10,250.00**
- (D) **Invoice # 1544**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY Andrew T. Smith
CHAIRMAN

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

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

BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

January 15, 2022

- (A) Requisition Number: **CUS 36**
- (B) Name of Payee: **Hardscape Construction, Inc.**
10609-4 Old St Augustine Rd
Jacksonville, FL 32257
- (C) Amount Payable: **\$1,750.00**
- (D) **Invoice # 3378**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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


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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
-----CHAIRMAN

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

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

BY: 
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

January 15, 2022

- (A) Requisition Number: **CUS 37**
- (B) Name of Payee: **Hopping Green Sams**
119 S. Monroe St Suite 300
Tallahassee, FL 32314
- (C) Amount Payable: **\$357.50**
- (D) **Inv # 126148**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

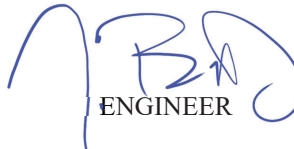
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY Andrew T. Smith _____
CHAIRMAN

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

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

BY: DI  _____
ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

January 15, 2022

- (A) Requisition Number: **CUS 38**
- (B) Name of Payee: **Prosser, Inc.**
13901 Sutton Park Dr South, Suite 200
Jacksonville, FL 32224
- (C) Amount Payable: **\$14,319.66**
- (D) **Inv #'s 46726 & 47254**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

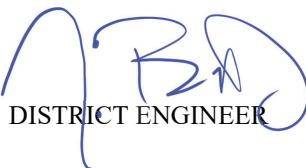
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY Andrew T. Smith
----- CHAIRMAN

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

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

BY: 
DISTRICT ENGINEER

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

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

January 15, 2022

- (A) Requisition Number: CUS 39
- (B) Name of Payee: **Rizzetta & Company, Inc.**
3434 Colwell Ave, Suite 200
Tampa, FL 33614
- (C) Amount Payable: **\$5,000.00**
- (D) **Inv #0000060455**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **Sun Trust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY *Andrew T. Smith*
CHAIRMAN

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

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

BY: D
[Signature]
ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

January 15, 2022

- (A) Requisition Number: **CUS 40**
- (B) Name of Payee: **Southern Recreation**
4060 Edison Ave
Jacksonville, FL 32254
- (C) Amount Payable: **\$5,784.00**
- (D) **Invoice # 10177 Benches**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY *Andrew T. Smith* _____
CHAIRMAN

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INTEREST REQUESTS ONLY**

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BY:  _____
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

January 15, 2022

- (A) Requisition Number: **CUS 41**
- (B) Name of Payee: **Stephens Advertising**
7029-9 Commonwealth Ave
Jacksonville, FL 32220
- (C) Amount Payable: **\$200.00**
- (D) **Invoice # 21015090**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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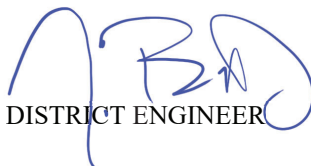
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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY *Andrew T. Smith* _____
CHAIRMAN

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

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BY:  _____
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

January 15, 2022

- (A) Requisition Number: **CUS 42**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$98,825.87**
- (D) **Pay App 7642-8 Phase 3B 3C**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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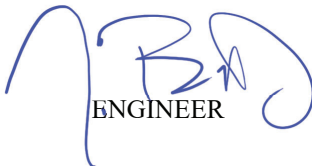
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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: *Andrew T. Smith* _____
CHAIRMAN

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

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

BY: DI  _____
ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

January 15, 2022

- (A) Requisition Number: **CUS 43**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$166,065.07**
- (D) **Pay App 7662-9 Phase 3B 3C**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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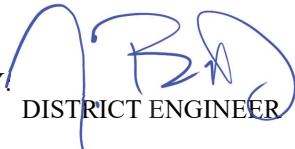
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY *Andrew T. Smith* _____
CHAIRMAN

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

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BY:  _____
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

January 15, 2022

- (A) Requisition Number: **CUS 44**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$202,168.76**
- (D) **Pay App 7654-1 Phase 3E 3F Spi ne Rd**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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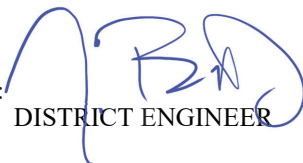
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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY *Andrew T. Smith* _____
CHAIRMAN

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

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BY:  _____
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

January 31, 2022

- (A) Requisition Number: **CUS 45**
- (B) Name of Payee: **Besch and Smith Civil Group, Inc.**
345 Cumberland Industrial Ct
St. Augustine, FL 32095
- (C) Amount Payable: **\$298,577.31**
- (D) **Pay Application #17**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY Andrew T. Smith
----- CHAIRMAN

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

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BY: 
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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January 31, 2022

- (A) Requisition Number: **CUS 46**
- (B) Name of Payee: **Extreme Bush Hogging**
P.O. Box 695
Palatka, FL 32178
- (C) Amount Payable: **\$2,365.00**
- (D) **Invoice # 1556**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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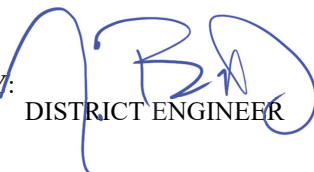
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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: *Andrew T. Smith* _____
CHAIRMAN

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

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BY:  _____
DISTRICT ENGINEER

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

March 14, 2022

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

RE: Custody Account, Series 2020
Requisitions for Payment

Dear Bill:

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

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

- A. ONSIGHT, STEPHENS, VERDEGO, and KUTAK ROCK VIA USPS**
- B. PROSSER, BESCH & SMITH, HARDSCAPE, RANDY SUGGS, and VALLENCOURT VIA UPS**

REQUISITION NO.	PAYEE	AMOUNT
CUS 47	OnSight Industries	\$3,492.50
CUS 48	Prosser, Inc.	\$14,684.88
CUS 50	Stephens Advertising, Inc.	\$175.00
CUS 52	VerdeGo Landscape	\$387.22
CUS 54	Besch & Smith Civil Group, Inc.	\$11,897.34
CUS 55	Hardscape Construction, Inc.	\$31,000.00
CUS 56	Kutak Rock LLP	\$64.00
CUS 57	Prosser, Inc.	\$14,058.06
CUS 58	Randy Suggs Landscaping	\$79,041.38
CUS 59	Vallencourt Construction Co., Inc.	\$135,743.76
CUS 60	Vallencourt Construction Co., Inc.	\$202,748.81
	Total:	\$493,292.95

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

Sincerely,
TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

Carol Brown
District Manager

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

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

February 23, 2022

(A) Requisition Number: CUS 47

(B) Name of Payee: **OnSight Industries**
900 Central Park Drive
Sanford, FL 3 2771

(C) Amount Payable: **\$3,492,50**

(D) Invoice # **002-21-307426-1**

(E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY *Andrew T. Smith*
CHAIRMAN

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

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

BY: *[Signature]*
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

February 23, 2022

- (A) Requisition Number: **CUS 48**
- (B) Name of Payee: **Prosser, Inc.**
13901 Sutton Park Dr South, Suite 200
Jacksonville, FL 32224
- (C) Amount Payable: **\$14,684.88**
- (D) **Invoice #(s) 47139 for Professional Services through November 30, 2021 & 47403 for Professional Services through December 31, 2021**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY Andrew T. Smith _____
CHAIRMAN

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INTEREST REQUESTS ONLY**

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BY: [Signature] _____
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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February 23, 2022

- (A) Requisition Number: **CUS 50**
- (B) Name of Payee: **Stephens Advertising**
7029-9 Commonwealth Ave
Jacksonville, FL 32220
- (C) Amount Payable: **\$175.00**
- (D) **Invoice #21015152**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY Andrew T. Smith
CHAIRMAN

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

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BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

February 23, 2022

- (A) Requisition Number: **CUS 52**
- (B) Name of Payee: **VerdeGo Landscape**
3335 North State Street
Bunnell, FL 32110
- (C) Amount Payable: **\$387.22**
- (D) **Invoice #7172**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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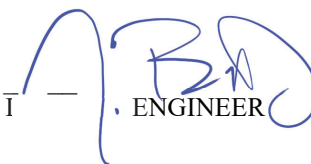
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY *Andrew T. Smith* _____
CHAIRMAN

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

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BY:  _____
ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

March 09, 2022

- (A) Requisition Number: **CUS 54**
- (B) Name of Payee: **Besch and Smith Civil Group, Inc.**
345 Cumberland Industrial Ct
St. Augustine, FL 32095
- (C) Amount Payable: **\$11,897.34**
- (D) **Pay Application #19**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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

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BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

March 09, 2022

- (A) Requisition Number: **CUS 55**
- (B) Name of Payee: **Hardscape Construction, Inc.**
10609 Old St Augustine Rd
Jacksonville, FL 32257
- (C) Amount Payable: **\$31,000**
- (D) **Invoice #3389 for Columns at Shearwater Phase 3**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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

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BY: 
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

March 09, 2022

- (A) Requisition Number: **CUS 56**
- (B) Name of Payee: **Kutak Rock LLP**
PO Box 30057
Omaha, NE 30057
- (C) Amount Payable: **\$64.00**
- (D) **Inv #2977807 for Professional Services for Project Construction**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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

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BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

March 09, 2022

- (A) Requisition Number: **CUS 57**
- (B) Name of Payee: **Prosser, Inc.**
13901 Sutton Park Dr South, Suite 200
Jacksonville, FL 32224
- (C) Amount Payable: **\$14,058.06**
- (D) **Invoice(s) #47563 for Professional Services through January 31, 2022**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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INTEREST REQUESTS ONLY**

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BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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March 09, 2022

- (A) Requisition Number: **CUS 58**
- (B) Name of Payee: **Randy Suggs Landscaping**
3403 Rock Springs Rd
Apopka, FL 32712
- (C) Amount Payable: **\$79,041.38**
- (D) **Pay Application #5 Phase 3 A1 for Landscape & Irrigation**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

March 09, 2022

- (A) Requisition Number: **CUS 59**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$135,743.76**
- (D) **Pay App 7766-10 for Shearwater Phase 3B & 3C**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

March 09, 2022

- (A) Requisition Number: **CUS 60**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$202,748.81**
- (D) **Pay App #7782-3 for Shearwater Phase 3E, 3F & Spine Rd**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: Andrew T. Smith
CHAIRMAN OR VICE-CHAIRMAN

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

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

BY: [Signature]
DISTRICT ENGINEER

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

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

March 01, 2022

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

RE: Custody Account, Series 2020
Requisitions for Payment

Dear Bill:

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

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA UPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 49	Randy Suggs Landscaping	\$199,365.30
CUS 51	Vallencourt	\$6,023.81
CUS 53	Besch & Smith Civil Group	\$289,552.40
	Total:	\$494,941.51

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

Sincerely,

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

Carol Brown

District Manager

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

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

February 23, 2022

- (A) Requisition Number: CUS 49
- (B) Name of Payee: **Randy Suggs Landscaping
3403 Rock Springs Rd
Apopka, FL 32712**
- (C) Amount Payable: **\$199,365.30**
- (D) **Pay Application #4 Phase 3 A1**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

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

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: *Andrew T. Smith*
CHAIRMAN

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

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

BY: *[Signature]*
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

February 23, 2022

- (A) Requisition Number: **CUS 51**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$6,023.81**
- (D) **Pay App #7704-2 for Phase 3E & 3F & Spine Rd**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY *Andrew T. Smith* _____
CHAIRMAN

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

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BY:  _____
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2020

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

February 23, 2022

- (A) Requisition Number: **CUS 53**
- (B) Name of Payee: **Besch and Smith Civil Group, Inc.**
345 Cumberland Industrial Ct
St. Augustine, FL 32095
- (C) Amount Payable: **\$289,552.40**
- (D) **Pay Application #18**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: *Andrew T. Smith* _____
HAIRMAN

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

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BY:  _____
DISTRICT ENGINEER

Tab 4

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

Construction & COI Account Activity Through February 28, 2022

Inflows:	Debt Proceeds	\$	10,188,947.97
	Underwriter's Discount		242,000.00
		Total Bond Proceeds:	10,430,947.97
	Interest Earned		79,159.14
	Transfer to Revenue		(175.86)
		Total Inflows:	\$ 10,509,931.25

Outflows: Requisitions

Requisition Date	Requisition Number	Contractor	Amount	Status As of 02/28/22
7/12/2018	COI	Underwriter's Discount	\$ (242,000.00)	Cleared
7/12/2018	COI	Rizzetta & Company	(36,000.00)	Cleared
7/12/2018	COI	Hopping Green & Sams	(42,500.00)	Cleared
7/12/2018	COI	Bryant Miller Olive	(40,000.00)	Cleared
7/12/2018	COI	Nabors, Giblin & Nickerson	(50,000.00)	Cleared
7/12/2018	COI	Image Master LLC	(1,750.00)	Cleared
11/15/2018	COI	Prosser	(5,000.00)	Cleared
11/15/2018	COI	BNY melon	(9,000.00)	Cleared
		Total COI:	(426,250.00)	
7/12/2018	CR 1	Ashford Mills	(2,005,857.98)	Cleared
7/23/2018	CR 2	Atlantic Companies	(2,115.00)	Cleared
7/23/2018	CR 3	Hopping Green & Sams	(4,815.84)	Cleared
7/23/2018	CR 4	Prosser, Inc.	(41,183.89)	Cleared
7/23/2018	CR 5	Stephens Advertising	(2,834.72)	Cleared
7/23/2018	CR 5	Stephens Advertising	-	Void
9/14/2018	CR 6	Adkins Electric, Inc.	(79,700.00)	Cleared
9/14/2018	CR 7	Hopping Green & Sams	(1,902.06)	Cleared
9/14/2018	CR 8	J. Kelly, LLC.	(9,500.00)	Cleared
9/14/2018	CR9	Prosser, Inc.	(40,324.53)	Cleared
9/26/2018	CR10	Sundancer	(46,377.00)	Cleared
11/13/2018	CR11	Hopping Green & Sams	(3,240.99)	Cleared
11/13/2018	CR12	Vallencourt Construction	(319,487.49)	Cleared
11/13/2018	CR13	Vallencourt Construction	(474,936.07)	Cleared
11/29/2018	CR14	Ashford Mills	(1,680,014.14)	Cleared

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

Construction & COI Account Activity Through February 28, 2022

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

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

Construction & COI Account Activity Through February 28, 2022

Total COI & Requisitions:	(10,505,099.68)
Total Outflows:	<u>(10,505,099.69)</u>
Series 2018 Construction Fund Balance at February 28, 2022	<u>\$ 4,831.56</u>

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

Construction Custody Account Activity Through February 28, 2022

Inflows:	Developer Contribution	\$	12,039,901.68
	Due from Developer		-
	Transfer from S2015 Custody		<u>31,074.97</u>
	Total Inflows:	\$	<u><u>12,070,976.65</u></u>

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status as of 02/28/22
09/30/19	CUS 52	O.R. Dicky Smith	\$ (29,534.00)	Cleared
09/30/19	CUS 53	Prosser Inc.	(26,878.18)	Cleared
09/30/19	CUS 54	Ring Power	(151,800.00)	Cleared
09/30/19	CUS 55	Sunstate Nursery & Landscaping Inc	(124,216.45)	Cleared
09/30/19	CUS 56	Vallencourt Construction	(169,501.04)	Cleared
09/30/19	CUS 57	Vallencourt Construction	(264,630.66)	Cleared
09/30/19	CUS 58	Vallencourt Construction	(254,330.66)	Cleared
09/30/19	CUS 59	Vallencourt Construction	(227,517.10)	Cleared
09/30/19	CUS 60	Vallencourt Construction	(67,475.12)	Cleared
11/30/19	CUS 61	Hopping Green & Sams	(5,070.00)	Cleared
11/30/19	CUS 62	Prosser Inc.	(16,157.07)	Cleared
11/30/19	CUS 63	Sundancer Sign Graphics	(37,340.00)	Cleared
11/30/19	CUS 64	Sunstate Nursery & Landscaping Inc	(146,675.87)	Cleared
11/30/19	CUS 65	Vallencourt Construction	(71,463.60)	Cleared
11/30/19	CUS 66	Vallencourt Construction	(124,019.58)	Cleared
11/30/19	CUS 67	Vallencourt Construction	(224,236.39)	Cleared
11/30/19	CUS 68	Sunstate Nursery & Landscaping Inc	(162,993.40)	Cleared
11/30/19	CUS 69	Vallencourt Construction	(88,559.77)	Cleared
11/30/19	CUS 70	Vallencourt Construction	(371,089.05)	Cleared
11/30/19	CUS 71	Vallencourt Construction	(166,568.74)	Cleared
01/29/20	CUS 72	Prosser Inc.	(3,697.19)	Cleared
01/29/20	CUS 73	Stephens Advertising, Inc.	(2,998.77)	Cleared
01/29/20	CUS 74	Sunstate Nursery & Landscaping Inc	(138,825.10)	Cleared
01/29/20	CUS 75	Vallencourt Construction	(181,721.86)	Cleared
01/29/20	CUS 76	Vallencourt Construction	(99,838.17)	Cleared
02/17/20	CUS 77	Prosser Inc.	(19,675.00)	Cleared
02/17/20	CUS 78	Sunstate Nursery & Landscaping Inc	(87,421.91)	Cleared
02/17/20	CUS 79	Vallencourt Construction	(171,723.52)	Cleared
02/17/20	CUS 80	Vallencourt Construction	(485,700.20)	Cleared
02/17/20	CUS 81	Vallencourt Construction	(229,796.11)	Cleared
03/26/20	CUS 82	C&H Marine Construction	(62,240.00)	Cleared
03/26/20	CUS 83	Prosser Inc.	(68,458.25)	Cleared
03/26/20	CUS 84	Vallencourt Construction	(536,511.38)	Cleared
03/26/20	CUS 85	Vallencourt Construction	(280,336.16)	Cleared
04/30/20	CUS 86	Hopping Green & Sams	(11,526.24)	Cleared
04/30/20	CUS 87	Prosser Inc.	(15,440.16)	Cleared
04/30/20	CUS 88	Sunstate Nursery & Landscaping Inc	(45,000.00)	Cleared
04/30/20	CUS 89	Vallencourt Construction	(60,354.68)	Cleared
04/30/20	CUS 90	Vallencourt Construction	(410,408.26)	Cleared
04/30/20	CUS 91	Vallencourt Construction	(405,239.10)	Cleared

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

Construction Custody Account Activity Through February 28, 2022

04/30/20	CUS 92	Vallencourt Construction	(441,637.35)	Cleared
05/31/20	CUS 93	Prosser Inc.	(9,849.61)	Cleared
05/31/20	CUS 94	Sundancer Sign Graphics	(18,015.00)	Cleared
05/31/20	CUS 95	Sunstate Nursery & Landscaping Inc	(178,650.00)	Cleared
05/31/20	CUS 96	Vallencourt Construction	(330,828.33)	Cleared
05/31/20	CUS 97	Vallencourt Construction	(400,898.74)	Cleared
06/24/20	CUS 98	Prosser Inc.	(78,644.38)	Cleared
06/24/20	CUS 99	Vallencourt Construction	(167,870.72)	Cleared
06/24/20	CUS 100	Vallencourt Construction	(83,245.52)	Cleared
06/24/20	CUS 101	Vallencourt Construction	(156,870.11)	Cleared
07/30/20	CUS 102	C&H Marine Construction	(25,256.00)	Cleared
07/30/20	CUS 103	Prosser Inc.	(7,389.00)	Cleared
07/30/20	CUS 104	Sundancer Sign Graphics	(32,550.00)	Cleared
07/30/20	CUS 105	Sunstate Nursery & Landscaping Inc	(266,334.16)	Cleared
07/30/20	CUS 106	Vallencourt Construction	(148,520.71)	Cleared
12/31/20	CUS 107	Vallencourt Construction	(239,341.59)	Cleared
08/26/20	CUS 108	Hopping Green & Sams	(2,645.50)	Cleared
08/26/20	CUS 109	Prosser Inc.	(15,278.31)	Cleared
08/26/20	CUS 110	Sundancer Sign Graphics	(14,665.00)	Cleared
08/26/20	CUS 111	Sunstate Nursery & Landscaping Inc	(229,126.05)	Cleared
09/30/20	CUS112	Adkins Electric, Inc.	(77,800.00)	Cleared
09/30/20	CUS113	Prosser Inc.	(4,336.07)	Cleared
09/30/20	CUS114	Sunstate Nursery & Landscaping Inc	(73,800.00)	Cleared
09/30/20	CUS115	Sunstate Nursery & Landscaping Inc	(23,646.07)	Cleared
09/30/20	CUS116	Vallencourt Construction	(14,691.43)	Cleared
11/13/20	CUS117	O.R. Dicky Smith	(112,263.00)	Cleared
11/13/20	CUS118	Prosser Inc.	(10,484.99)	Cleared
12/08/20	CUS119	Vallencourt Construction	(221,166.68)	Cleared
12/08/20	CUS120	Kompan	(12,791.09)	Cleared
01/21/21	CUS121	Adkins Electric, Inc.	(5,600.00)	Cleared
01/21/21	CUS122	Hopping Green & Sams	(10,122.59)	Cleared
01/21/21	CUS123	O.R. Dicky Smith	(112,713.00)	Cleared
01/21/21	CUS124	O.R. Dicky Smith	(123,155.00)	Cleared
01/21/21	CUS125	Prosser Inc.	(4,803.54)	Cleared
01/29/21	CUS126	Pizzazz Scenic	(5,886.90)	Cleared
02/08/21	CUS127	Partridge Well Drilling	(2,875.00)	Cleared
02/08/21	CUS128	Prestige Landscapes	(37,916.21)	Cleared
02/18/21	CUS129	Extreme Bush Hogging	(3,701.50)	Cleared
02/18/21	CUS130	Prosser Inc.	(3,612.60)	Cleared
02/18/21	CUS131	Sunstate Nursery & Landscaping Inc	(90,728.48)	Cleared
02/19/21	CUS132	Hardscape Construction, Inc	(34,500.00)	Cleared
03/10/21	CUS133	O.R. Dicky Smith	(151,964.00)	Cleared
03/22/21	CUS134	Hardscape Construction, Inc	(23,000.00)	Cleared
03/22/21	CUS135	Hopping Green & Sams	(617.50)	Cleared
03/22/21	CUS136	O.R. Dicky Smith	(149,306.00)	Cleared
03/22/21	CUS137	Prestige Landscapes	(12,939.00)	Cleared
03/29/21	CUS 138	Vallencourt Construction	(70,860.92)	Cleared
03/29/21	CUS 139	Vallencourt Construction	(176,407.14)	Cleared
04/15/21	CUS 140	VOID	VOID	VOID
04/15/21	CUS141	Southern Recreation	(2,800.00)	Cleared

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

Construction Custody Account Activity Through February 28, 2022

04/22/21	CUS142	Adkins Electric, Inc.	(11,450.00)	Cleared
04/22/21	CUS143	Hardscape Construction, Inc	(5,500.00)	Cleared
04/22/21	CUS144	Hopping Green & Sams	(2,192.50)	Cleared
04/22/21	CUS145	Kompan, Inc.	(25,316.41)	Cleared
04/22/21	CUS146	Prosser Inc.	(9,187.44)	Cleared
04/22/21	CUS147	Southern Recreation	(27,795.00)	Cleared
04/22/21	CUS148	The Stripe Zone	(650.00)	Cleared
05/26/21	CUS149	C&H Marine Construction	(62,100.00)	Cleared
05/26/21	CUS150	Hopping Green & Sams	(632.50)	Cleared
05/26/21	CUS151	O.R. Dicky Smith	(64,305.00)	Cleared
05/26/21	CUS152	Prosser Inc.	0.00	Cleared
05/26/21	CUS153	Southern Recreation	(1,009.00)	Cleared
05/26/21	CUS154	Vallencourt Construction	(87,392.40)	Cleared
05/26/21	CUS155	Vallencourt Construction	(12,218.79)	Cleared
05/26/21	CUS156	Vallencourt Construction	(80,727.51)	Cleared
06/25/21	CUS 157	Forever Lawn	(11,425.00)	Cleared
06/25/21	CUS 158	PBM Constructors	(34,187.00)	Cleared
07/31/21	CUS 159	Hopping Green & Sams	(825.00)	Cleared
07/31/21	CUS 160	Prestige Landscapes	(151,276.21)	Cleared
07/31/21	CUS 161	Sundancer Sign Graphics	(2,550.00)	Cleared
07/31/21	CUS 162	O.R. Dicky Smith	(82,021.00)	Cleared
07/31/21	CUS 163	Prosser Inc.	(18,286.26)	Cleared
07/31/21	CUS 164	Vallencourt Construction	(206,033.99)	Cleared
07/31/21	CUS 165	Vallencourt Construction	(58,841.94)	Cleared
08/20/21	CUS 166	Forever Lawn	(6,151.00)	Cleared
08/20/21	CUS 167	Hardscape Construction, Inc	(14,000.00)	Cleared
08/20/21	CUS 168	PBM Constructors	(109,484.00)	Cleared
08/20/21	CUS 169	Prosser Inc.	(13,617.23)	Cleared
08/20/21	CUS 170	Sunstate Nursery & Landscaping Inc	(5,137.05)	Cleared
08/20/21	CUS 171	Vallencourt Construction	(232,010.57)	Cleared
9/30/2021	CUS 172	C&H Marine Construction	(31,050.00)	Cleared
9/30/2021	CUS 173	Prosser	(35,509.72)	Cleared
9/30/2021	CUS 174	Vallencourt Construction	(27,725.15)	Cleared
9/30/2021	CUS 175	Vallencourt Construction	(56,827.30)	Cleared
9/30/2021	CUS 176	Vallencourt Construction	(15,624.52)	Cleared
11/15/21	CUS 177	On-Sight	(3,492.50)	Cleared
11/15/21	CUS 178	Pizzazz Scenic	(3,924.60)	Cleared
11/15/21	CUS 179	Prosser Inc.	(14,882.51)	Cleared
11/15/21	CUS 180	Vallencourt Construction	(22,234.02)	Cleared
01/15/22	CUS 181	C&H Marine Construction	(54,310.00)	Cleared

Total Construction Requisitions: (12,070,976.65)

Total Requisitions: (12,070,976.65)

Retainage: -

Total Outflows: (12,070,976.65)

Series 2018 Construction Custody Fund Balance at February 28, 2022 \$ -

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

Construction Custody Account Activity Through February 28, 2022

Outstanding Contracts, net of retainage:	
Prosser	\$ 56,725.00
Vallencourt Construction, Inc.	42,473.23
Forever Lawn	5,274.00
Contract Sub Total	<u>104,472.23</u>
Committed Funds to be Provided by Developer	<u>\$ 99,640.67</u>

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

Construction & COI Account Activity Through February 28, 2022

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

Outflows: Requisitions

Requisition Date	Requisition Number	Contractor	Amount	Status As of 02/28/22
10/8/2020	COI	Underwriter's Discount	\$ (83,700.00)	Cleared
10/8/2020	COI	Rizzetta & Company	(36,000.00)	Cleared
10/8/2020	COI	Hopping Green & Sams	(42,500.00)	Cleared
10/8/2020	COI	Bryant Miller Olive	(35,000.00)	Cleared
10/8/2020	COI	Nabors, Giblin & Nickerson	(40,000.00)	Cleared
12/7/2020	COI	Imagemaster	(1,500.00)	Cleared
1/12/2021	COI	BNY Mellon	(7,000.00)	Cleared
		Total COI:	<u>(245,700.00)</u>	
7/12/2018	CR 1	Ashford Mills	(3,500,000.00)	Cleared
		Total Requisitions:	<u>(3,500,000.00)</u>	

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

Total Outflows: (3,745,700.00)

Series 2020 Construction Fund Balance at February 28, 2022 \$ 15,151.85

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

Construction & COI Account Activity Through February 28, 2022

Inflows:	Developer Contribution	\$	6,985,764.29
	Due from Developer		774,152.49
			7,759,916.78
	Total Inflows:		7,759,916.78

Outflows: Requisitions

Requisition Date	Requisition Number	Contractor	Amount	Status As of 02/28/22
11/13/2020	CUS 2	Besch & Smith	(323,668.12)	Cleared
11/13/2020	CUS 3	Besch & Smith	(131,991.26)	Cleared
1/29/2021	CUS 4	Besch & Smith	(245,868.29)	Cleared
1/29/2021	CUS 5	Besch & Smith	(179,219.12)	Cleared
2/18/2021	CUS 6	Besch & Smith	(355,313.37)	Cleared
3/22/2021	CUS 7	Besch & Smith	(141,260.13)	Cleared
4/22/2021	CUS 8	Besch & Smith	(247,214.38)	Cleared
5/26/2021	CUS 9	Besch & Smith	(275,081.95)	Cleared
5/26/2021	CUS 10	Prosser	(6,590.47)	Cleared
5/26/2021	CUS 11	Vallencourt	(49,798.79)	Cleared
7/31/2021	CUS 12	Besch & Smith	(400,572.28)	Cleared
7/31/2021	CUS 13	Besch & Smith	(248,112.32)	Cleared
7/31/2021	CUS 14	Vallencourt	(389,602.26)	Cleared
8/20/2021	CUS 15	Besch & Smith	(38,011.26)	Cleared
8/20/2021	CUS 16	Randy Suggs Landscaping	(201,830.13)	Cleared
8/20/2021	CUS 17	Sundancer	(3,535.00)	Cleared
9/30/2021	CUS 18	Adkins Electric	(27,800.00)	Cleared
9/30/2021	CUS 19	Besch & Smith	(233,217.20)	Cleared
9/30/2021	CUS 20	Besch & Smith	(368,602.41)	Cleared
9/30/2021	CUS 21	Besch & Smith	(69,786.08)	Cleared
9/30/2021	CUS 22	Southern Recreation	(2,839.00)	Cleared
9/30/2021	CUS 23	Randy Suggs Landscaping	(57,747.65)	Cleared
9/30/2021	CUS 24	Vallencourt	(180,284.37)	Cleared
9/30/2021	CUS 25	Vallencourt	(176,957.69)	Cleared
11/15/2021	CUS 26	Besch & Smith	(212,860.10)	Cleared
11/30/2021	CUS 27	Vallencourt	(282,923.32)	Cleared
11/30/2021	CUS 28	Adkins Electric	(122,228.48)	Cleared
11/30/2021	CUS 29	Besch & Smith	(105,151.36)	Cleared
11/30/2021	CUS 30	Hopping Green & Sams	(12,630.17)	Cleared
11/30/2021	CUS 31	Prosser	(10,315.66)	Cleared
11/30/2021	CUS 32	Randy Suggs Landscaping	(91,392.30)	Cleared

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

Construction & COI Account Activity Through February 28, 2022

11/30/2021	CUS 33	Vallencourt	(204,868.40)	Cleared
11/30/2021	CUS 34	Vallencourt	(287,886.29)	Cleared
1/15/2022	CUS 35	Extreme Bush Hogging Inc	(10,250.00)	Cleared
1/15/2022	CUS 36	Hardscape Constuction	(1,750.00)	Cleared
1/15/2022	CUS 37	Hopping Green & Sams	(357.50)	Cleared
1/15/2022	CUS 38	Prosser	(14,319.66)	Cleared
1/15/2022	CUS 39	Rizzetta & Co	(5,000.00)	Cleared
1/15/2022	CUS 40	Southern Recreation	(5,784.00)	Cleared
1/15/2022	CUS 41	Stephens Advertising	(200.00)	Cleared
1/15/2022	CUS 42	Vallencourt	(98,825.87)	Cleared
1/15/2022	CUS 43	Vallencourt	(166,065.07)	Cleared
1/15/2022	CUS 44	Vallencourt	(202,168.76)	Cleared
1/31/2022	CUS 45	Besch & Smith	(298,577.31)	Cleared
1/31/2022	CUS 46	Extreme Bush Hogging Inc	(2,365.00)	Cleared
2/23/2022	CUS 47	On-Sight Industries	(3,492.50)	AP
2/23/2022	CUS 48	Prosser	(14,684.88)	AP
2/23/2022	CUS 49	Suugs Landscaping	(199,365.30)	AP
2/23/2022	CUS 50	Stephens Advertising	(175.00)	AP
2/23/2022	CUS 51	Vallencourt	(6,023.81)	AP
2/23/2022	CUS 52	VerdeGo Landscape	(387.22)	AP
2/23/2022	CUS 53	Besch & Smith	(289,552.40)	AP
Total Requisitions:			(7,004,503.89)	

Total Requisitions: (7,004,503.89)

Retainage: (755,412.89)

Total Outflows: (7,759,916.78)

Series 2020 Construction Fund Balance at February 28, 2022 \$ 0.00

Outstanding Contracts, net of retainage:

Besch & Smith Civil Group	\$ 24,972.62
Vallencourt	4,392,399.46
Randy Suggs Landscaping	87,823.67
Contract Sub Total	4,505,195.74

Committed Funds to be Provided by Developer \$ 4,505,195.74

Tab 5

**AGREEMENT BETWEEN THE TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT AND HARDSCAPE CONSTRUCTION, INC.,
FOR INSTALLATION OF PHASE 3A COLUMN IMPROVEMENTS**

THIS AGREEMENT (“Agreement”) is made and entered into this 15 day of February 2022, 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 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084 (“District”), and

HARDSCAPE CONSTRUCTION, INC., a Florida corporation, with a mailing address of 10609 Old St. Augustine Road, Jacksonville, Florida 32257 (“Contractor”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary for the installation of column improvements within Phase 3A of the District, all as more particularly described in Contractor’s proposal attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, Contractor represents and warrants to the District that it is qualified, capable and willing to provide such services and the District desires to enter into this Agreement with Contractor for the same; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. DUTIES.

- A.** The duties, obligations, and responsibilities of Contractor are to provide the services, labor and materials to install column improvements as described in **Exhibit A**, attached hereto and incorporated herein (“Project”). Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District.

Contractor shall report directly to the District Manager or his/her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

- B.** Should any error or inconsistency appear in the construction specifications, Contractor, before proceeding with the Project, must notify the District for the proper adjustment, and in no case proceed with the Project in uncertainty nor with insufficient drawings.
- C.** This Agreement grants to Contractor the right to enter District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Changes in the Project, labor, or materials for the Project may be accomplished by change order that demonstrates the written agreement of the District and Contractor upon the change in the Project, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his/her designee.
- E.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and other debris from the District streets used as access to and from the building site. At completion of the Project, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost, if any, shall be reimbursed by Contractor.

SECTION 3. COMPENSATION.

- A.** As compensation for the completion of the Project, the District agrees to pay Contractor Sixty-Two Thousand Dollars (\$62,000.00). Contractor shall invoice the District monthly for the portions of the Project completed at the time of the invoice, in accordance with the requirements of subsection 3(D). The invoices shall be due and payable consistent with Florida's Prompt Payment Act for construction services.
- B.** If the District should desire additional services, Contractor agrees to negotiate in good faith to undertake such additional work or services. However, no additional services shall be provided by Contractor prior to the parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such

agreed upon additional services upon mutual terms agreeable to the parties and agreed to in writing.

- C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, and each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the services were provided, and the address or bank information to which payment is to be remitted. The invoices shall be due and payable consistent with Florida's Prompt Payment Act for construction services.

SECTION 4. DATE OF COMPLETION. Contractor shall complete the Project within seventy-five (75) calendar days of the issuance of a Notice to Proceed by the District. The completion date may be adjusted to address any delays caused by the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the Project is not completed within the times specified herein. Contractor and the District acknowledge and agree that the District may terminate this Agreement for cause if Contractor cannot substantially adhere to the agreed upon timing provided in this Section.

SECTION 5. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 6. WARRANTY. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Neither final acceptance of the Project, nor final payment,

nor any provisions of this Agreement shall relieve Contractor of the responsibility for defective or deficient materials or services. If any of the services provided under this Agreement are found to be defective, deficient or not in accordance with this Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District, and correct and pay for any other damage resulting therefrom to the District property or the property of landowners within the District.

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

SECTION 7. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000/\$2,000,000

Contractor shall provide the District with a certificate naming the District, its officers, and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 8. INDEMNIFICATION.

- A.** Contractor agrees to indemnify and hold harmless the District and its officers, staff, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of services related to this construction contract.
- B.** Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 9 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 10. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 12. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 13. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

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

SECTION 14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials and/or the compensation to be provided under this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** conflict with provisions of this Agreement, this Agreement shall control.

SECTION 15. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 16. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and

Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement and be bound by this Agreement.

SECTION 17. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the parties, as follows:

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

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Hardscape Construction, Inc.
10609 Old St. Augustine Road
Jacksonville, Florida 32257
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida

SECTION 20. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Melissa Dobbins (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270, MDOBBINS@RIZZETTA.COM, OR AT 2806 NORTH FIFTH STREET, UNIT 403, ST. AUGUSTINE, FLORIDA 32084.

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 24. NEGOTIATION AT ARM’S LENGTH. This Agreement has been negotiated fully between the parties as an arm’s length transaction. The parties participated fully in the

preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 25. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.

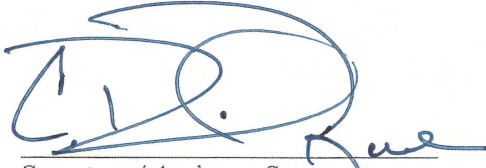
SECTION 26. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 27. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

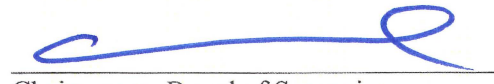
[Signatures on next page]

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


ATTEST:


Secretary / Assistant Secretary
C. David Roane Vice Chair

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT


Chairperson, Board of Supervisors
Andrew Smith

WITNESS:


By: Michael McCallum


HARDSCAPE CONSTRUCTION, INC.

By: James A. Lang
Its: President

Exhibit A: Proposal

Exhibit A

HARDSCAPE CONSTRUCTION, INC. 10809 Old St. Augustine Rd.
Jacksonville, FL 32257
Phone: 904-707-3913
E-Mail: hardscapeinc@bellsouth.net
CGC: #1518730

October 27, 2021

Trout Creek, CDD
100 Kayak Way
St. Augustine, FL 32092

Subject: Trout Creek CDD

Hardscape Construction will build eight (8) entry monuments.

Pricing includes all labor and materials.

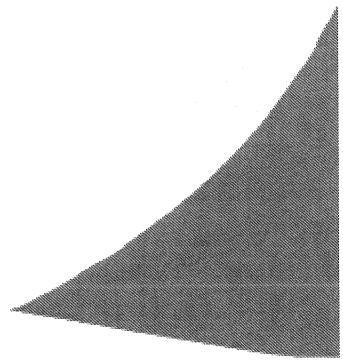
Hardscape will provide block out for sign

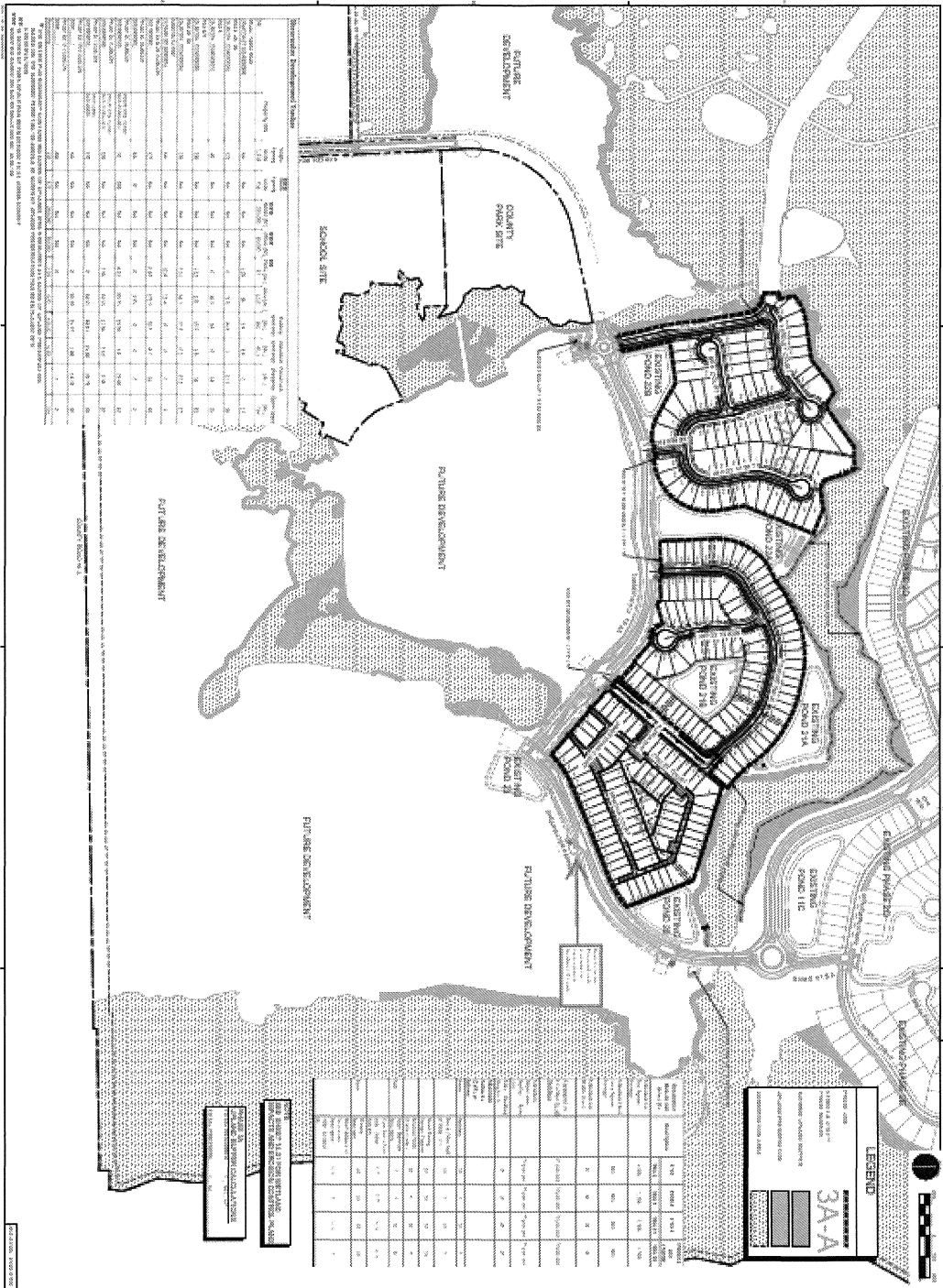
Total price - \$62,000.00

Sign will be supplied and installed by others.

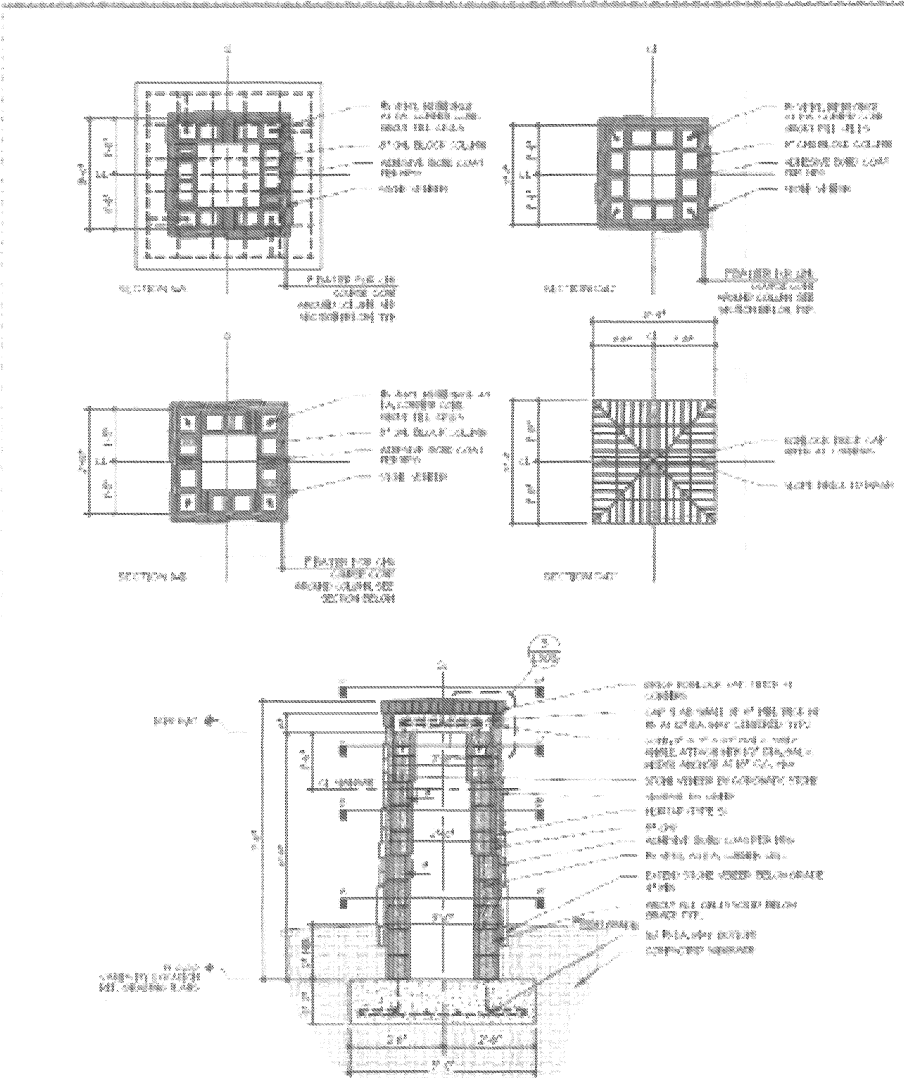
Thank you.

Jim Lang
Hardscape Construction, Inc
904-707-3913

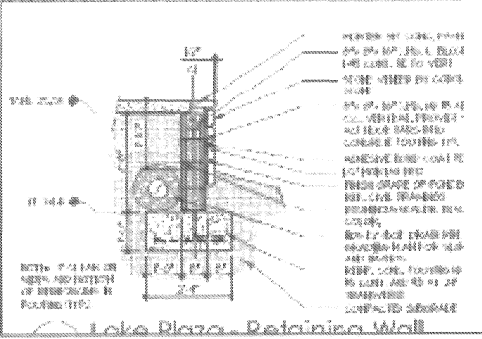
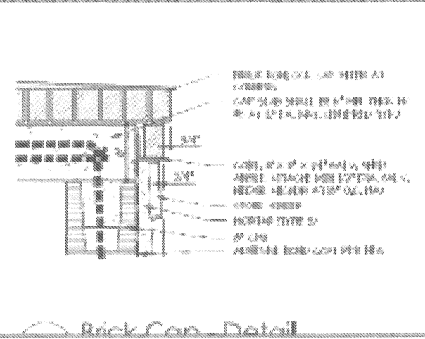




NO.	DESCRIPTION	AMOUNT	TOTAL
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1 Entry Monument - Section
 1/2" = 1'-0"





PROPOSAL

Date	Estimate #
1/20/2022	EST10239

Randy Suggs, Inc.

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

www.randysuggsinc.com

Customer:Project
Shearwater Phase3A

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

Project
Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
			Shearwater Phase 3A Change Order #1 "Phase 2"		
			Trees		
Red Cluster Bottlebrush FTG 45G	CC1	3	45 Gal; FTG; 8' Ht x 6' Spd	450.00	1,350.00
East Palatka Holly FTG 10'	IA3	2	10-12' Ht x 4' Spd; FTG	450.00	900.00
Nellie Stevens Holly FTG 8'	IN3	6	8-10' Ht x 5-6' Spd; FTG	450.00	2,700.00
Southern Red Cedar 12'	JS4	20	12-14' Ht x 4-6' Spd	500.00	10,000.00
Natchez Crape Myrtle MT 12'	LN3	5	12-14' Ht x 6' Spd; MT	425.00	2,125.00
DD Blanchard Magnolia 65G	MG3	6	65 Gal; 3" Cal; 10-12' Ht 4-6' Spd	600.00	3,600.00
DD Blanchard Magnolia 16'	MG5	12	16-18' Ht x 8' Spd; 5" Cal	1,200.00	14,400.00
Slash Pine 15G	PE2	45	15 Gal; 2" Cal; 10-12' Ht x 3-4' Spd	125.00	5,625.00
Slash Pine 3"	PE3	22	3" Cal; 12-14' Ht x 4' Spd	275.00	6,050.00
Slash Pine 5"	PE5	30	5" Cal; 16-18' Ht x 6-7' Spd	400.00	12,000.00
Southern Live Oak 3"	QV3	10	3" Cal; 14-16' Ht x 6-8' Spd	550.00	5,500.00
Southern Live Oak 4"	QV4	1	4" Cal; 16-18' Ht x 6-7' Spd	850.00	850.00
Southern Live Oak 5"	QV5	11	5" Cal; 18-20' Ht x 8-10' Spd	1,250.00	13,750.00
Bald Cypress 3"	TD3	8	3" Cal; 10-12' Ht x 3-5' Spd	350.00	2,800.00
Bald Cypress 4"	TD4	1	4" Cal; 12-14' Ht x 5-6' Spd	500.00	500.00
Bald Cypress 5"	TD5	2	5" Cal; 16-18' Ht x 5-6' Spd	650.00	1,300.00
Subtotal	desc				83,450.00
			Shrubs		
Kanjiro Camellia 3G	CSG	225	3 Gal; 18" Ht x 18" Spd	20.00	4,500.00
Autumn Spirit Camellia 3G	CXA	31	3 Gal; 24" Ht x 24" Spd	20.00	620.00
Dwarf Yaupon Holly Nana 3G	IVN	409	3 Gal; 16" Ht x 16" Spd	11.00	4,499.00
Wax Myrtle 3G	MCE	25	3 Gal; 24" Ht x 18" Spd	11.00	275.00
Xanadu 3G	PXX	14	3 Gal; 18-24" Ht	14.00	196.00
Autumn Twist Azalea 3G	RCO	102	3 Gal; 18" Ht x 18" Spd	19.00	1,938.00
Formosa Azalea 3G	RFO	73	3 Gal; 18" Ht x 18" Spd	11.00	803.00
Encore Azalea 3G	RIL	18	3 Gal; 20" Ht x 20" Spd	18.50	333.00
Red Double Knockout Rose 3G	RKN	303	3 Gal; 16" Ht x 16" Spd	18.50	5,605.50
Formosa Azalea 3G	RLD	21	3 Gal; Lavender; 24" Ht x 24" Spd	11.00	231.00
Drift Rose 3G	RXN	169	3 Gal; Amber; 18" Ht x 18" Spd	18.50	3,126.50
Sweet Viburnum 3G	VOD	305	3 Gal; 24" Ht x 18" Spd	11.00	3,355.00
Subtotal					25,482.00
			Groundcover		

Signature: _____

Date: _____



PROPOSAL

Date	Estimate #
1/20/2022	EST10239

Randy Suggs, Inc.

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

www.randysuggsinc.com

Customer:Project
Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
Lily of the Nile 1G	AAF	697	1 Gal	5.50	3,833.50
Flax Lily 1G	DTV	211	1 Gal	5.50	1,160.50
Pink Muhly Grass 1G	MCA	317	1 Gal; 8-10" Ht	5.50	1,743.50
Sand Cord Grass 1G	SBA	1,025	1 Gal; 12" Ht x 14" Spd	5.50	5,637.50
Asiatic Jasmine Minima 1G	TAS	134	1 Gal; 12-15" Spd	5.50	737.00
Dwarf Fakahatchee Grass 1G	TFL	75	1 Gal	5.50	412.50
Confederate Jasmine 1G	TJC	302	1 Gal	5.50	1,661.00
Subtotal					15,185.50
St. Augustine Floratam Sod	SOD A	75,750	***Sod & Mulch*** Per Square Foot	0.55	41,662.50
Pine Straw	STRAW	1,430	Per Bale	6.50	9,295.00
Subtotal					50,957.50
Irrigation Installation		1	***Irrigation*** Installation of Irrigation System Per Plans and Specs	90,750.00	90,750.00
Subtotal					90,750.00
Bond		1	P&P Bond	11,335.00	11,335.00
Subtotal					11,335.00
Muskogee Crape Myrtle MT 14'		6	Additional Material At Median 14' Ht; MT	500.00	3,000.00
Pink Muhly Grass 1G		100	1 Gal	5.00	500.00
Asiatic Jasmine Minima 1G		400	1 Gal	5.00	2,000.00
Pine Straw		100	Per Bale	6.50	650.00
Irrigation Installation		1	Installation of Irrigation System Per Plans and Specs	750.00	750.00
Subtotal					6,900.00
<p>NO weed nor root barrier is included in this proposal. NO grading is included in this proposal. Grade shall be provided within 1/10 weed and debris free by OTHERS. We require monthly spray reports on this project for a full warranty. NO soil amendments are included in this proposal. RSL is not responsible for the re-staking or replacement of any trees or shrubs that have been damaged by natural causes, such as- but not limited to- high winds, hurricanes, and tornadoes; acts of vandalism or theft; and negligence due to owner or OTHERS actions. All sleeving to be installed by OTHERS per plan. Tree staking kits ARE included in this proposal.</p>					
				Total	\$284,060.00



PROPOSAL

Date	Estimate #
2/25/2022	EST10264

Randy Suggs, Inc.

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

www.randysuggsinc.com

Customer:Project
Shearwater Phase3A

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

Project
Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
			Change Order #2 Lift Station Plant Additions		
			Trees		
LS: Tree Installation	JS4	5	Southern Red Cedar; 4" Cal; 12-14' x 4-6'	500.00	2,500.00
LS: Tree Installation	LJ2	5	Tree Ligustrum; 8' x 8'	340.00	1,700.00
LS: Tree Installation	MC1	-12	Wax Myrtle; 8' x 8'	125.00	-1,500.00
			Credit for difference between quoted size and provided size of 15 Gal (cost of \$115). Cost difference between contracted size and provided size is a credit of \$125/		
LS: Tree Installation		5	30 Gal Eagleston Holly	275.00	1,375.00
Subtotal					4,075.00
			Shrubs		
LS: Shrub Installation		6	Sweet Viburnum 15 Gal	115.00	690.00
Subtotal					690.00
			Sod & Mulch		
LS: Sod	SODA	4,050	Installation of Floratam Sod, per square foot Sod Bank Stabilization	0.45	1,822.50
LS: Straw	STRAW	40	Installation of Straw, per bale	6.50	260.00
Subtotal					2,082.50
			Irrigation		
LS: Irrigation Installation		1	Installation of Irrigation System **Split 7 zones due to insufficient sleeving. Entails adding valves, decoders, valve boxes, etc.	4,620.00	4,620.00
LS: Irrigation Installation		1	Installation of Irrigation System **Added zone #8 to cart path as per superintendent	3,080.00	3,080.00
LS: Irrigation Installation		1	Installation of Irrigation System **Added 200' of mainline as per superintendent	968.00	968.00
LS: Irrigation Installation		1	Installation of Irrigation System **Added 80 irrigation heads on Alston that were not on plan	7,040.00	7,040.00
Subtotal					15,708.00
				Total	\$22,555.50

Signature: _____

Date: _____



Randy Suggs, Inc.

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

www.randysuggsinc.com

PROPOSAL

Date	Estimate #
3/15/2022	EST10272

Customer:Project
Shearwater Phase3A

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

Project
Shearwater Phase3A

Item	Symbol	Quantity	Description	Rate	Amount
			Change Order #3		
			Root Barrier Requirements per JEA		
Root Barrier 36"		1	36" Depth Tree #2	300.00	300.00
Root Barrier 36"		1	36" Depth Tree #3	300.00	300.00
Root Barrier 36"		1	36" Depth Tree #4	300.00	300.00
Root Barrier 36"		1	36" Depth Tree #5	300.00	300.00
Root Barrier 36"		1	36" Depth Tree #6	300.00	300.00
Root Barrier 36"		1	36" Depth Tree #7	300.00	300.00
Root Barrier 36"		1	36" Depth Tree #8	300.00	300.00
Labor : General Labor		1	Move Tree #9	250.00	250.00
Labor : General Labor		1	Move Tree #10	250.00	250.00
Labor : General Labor		1	Move Tree #11	250.00	250.00
Root Barrier 36"		1	36" Depth Tree #12	300.00	300.00
Labor : General Labor		1	Move Tree #12	250.00	250.00
Root Barrier 36"		1	36" Depth Tree #13	300.00	300.00
Labor : General Labor		1	Move Tree #13	250.00	250.00
Root Barrier 36"		1	36" Depth Tree #14	300.00	300.00
Labor : General Labor		1	Move Tree #14	250.00	250.00
				Total	\$4,500.00

Signature: _____

Date: _____



ELECTRIC, INC.
Jacksonville, FL 32219
State Certified Electrical Contractors
EC 411

(904) 634-4224
(904) 345-3186 FAX

PROPOSAL SUBMITTED TO Trout Creek CDD		PHONE 904-449-2883	DATE 3/11/22
STREET 2806 N. 5 th St. Suite 403		JOB NAME	
CITY, STATE AND ZIP CODE St. Augustine, FL 32084		JOB LOCATION Shearwater Pkwy.	
ARCHITECT	DATE OF PLANS	ATTN: David Roane	FAX PHONE

We hereby submit specifications and estimates for:

Material and labor to perform the following.

- Relocate (2) existing monument lights to the other side of the road
- Relocate (1) existing monument light to the other side of the road. This light will require a directional bore under the road
- Material and labor to relocate lights.....\$1,850.00
- Directional bore.....\$1,500.00

Note:

Price is based on completing this job at the same time. Directional bore price is based on a visual inspection/verification that it can be done by the directional bore company.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of Three Thousand Three Hundred Fifty Dollars and 00/100..... (\$3,350.00)

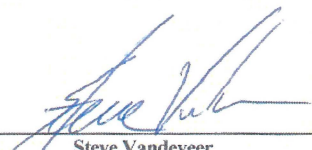
Payment to be made as follows:

Net 30 Days

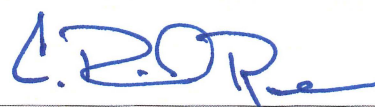
*Should Adkins Electric, Inc. be required to obtain the services of an attorney to collect any sums which may be due under this contract and which are not paid, then Adkins Electric, Inc. shall be entitled to all reasonable attorney's fees on behalf of their counsel in bringing or enforcing any of their rights under this agreement, said fees to include Court costs and interest, and shall include interest, costs and attorney's fees for appellate work. Adkins Electric, Inc. shall be entitled to a finance charge of 1 1/2% per month on the unpaid balance of any amounts which are not paid within 30 days after the due date herein.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, theft and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

ACCEPTANCE OF PROPOSAL--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature 
Steve Vandever

Note: This proposal may be withdrawn by us if not accepted in 5 days.

Signature 
Print C. DAVID ROANE TCCDDVICE CHAIRMAN
Date of Acceptance 4/7/22

Tab 6

VerdeGo

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



LANDSCAPE STATUS REPORT

REPORT SUMMARY

REPORT DATE	PROPERTY NAME	PREPARED BY	MONTH OF SERVICE
4/11/2022	Shearwater	Scott Settlemires	March

SERVICES SUMMARY

COMPLETED IN {{MAIN.SERVICEMONTH}}

- Full-Service Maintenance (Mowing/Edging/String Trimming/ Blowing)
- Detail Work (Weeding/Pruning)
- Turf treatment (Pre/Post emergent and Insecticide)
- Irrigation Inspection Wet Check

ANTICIPATED FOR NEXT MONTH

- Full-Service Maintenance (Mowing/Edging/String Trimming/ Blowing)
- Detail Work (Weeding/Pruning)
- Irrigation Inspection Wet Check
- Palm Pruning in amenity center
- Oak canopy lifting

COMMENTS

TURF

Coming out of dormancy, turf application was to improve over all color and health, as well as treat for weeds and insects.

TREES & SHRUBS

PLANT BEDS

OTHER



Job Name: Timberwolf
 Job Number: _____
 Controller Name: _____
 Date: 3-10 Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Zone Map:	
Yes	No
Present in Contr.	
Yes	No

Information:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, MP, Drip, or Bubbler	S	S	R	MP	S	S	S	R	S	MP	B	B	MP	S	S	MP
Run Time [Program:]																
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:
System good

Technician Name: _____ Signature: _____



Job Name: _____

Job Number: _____

Controller Name: _____

Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Zone Map:	
Yes	No
Present in Contr.	
Yes	No

Information:

Zone Number	17	18	19	20	21	22	23	24	25	26	27	28	29			
Spray, Rotor, MP, Drip, or Bubblers	MP	S	S	S	MP	S	S	S	15	S	S	S	S			
Run Time [Program:]	30	15	15	15	30	15	15	15	15	15	15	10	10			
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments: _____

Technician Name: _____ Signature _____

Did you contact the Account Manager? YES / NO

What time? _____

Did you leave a VOICEMAIL / TEXT / EMAIL? YES / NO



Job Name : Shearwater

Job Number: _____

Controller Name: Falls Pond

Date: 3-10

Page: 1 of 2

Start Time /End Time	Seasonal Adjust	Run Days
A) <u>9pm</u>	%	<u>Tue Thur Sat</u>
B)	%	
C)	%	
D)	%	

Zone Map	YES NO
Zone list in controller	YES NO

Checked Weather Sensor	YES NO
Weather Sensor:	_____
Working	Not working

Controller Make & Model					
Controller Status		Working		Not Working	
POC Info		Potable Water	Reclaim	Well Water	Lake Water
Pump Status & Type		Pressurized	Pump Start	Centrifugal	Submersible

INFORMATION:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, Drip, MPR, or Bubbler	<u>S</u>	<u>R</u>	<u>S</u>	<u>R</u>	<u>R</u>	<u>R</u>	<u>S</u>	<u>R</u>	<u>R</u>	<u>S</u>	<u>R</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>R</u>	<u>S</u>
Run time (A)	<u>20</u>	<u>40</u>	<u>20</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>20</u>	<u>40</u>	<u>40</u>	<u>20</u>	<u>40</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>40</u>	<u>20</u>
Run Time (B)																
Run Time (C)																
Run Time (D)																
Zone Faults or Alarms																
Plant Type																

Contract Maintenance: (No Charge)

Straighten Heads																	
Adjust Water Pattern		<u>2</u>							<u>2</u>	<u>2</u>				<u>2</u>			
Clogged Nozzle Screens										<u>2</u>				<u>1</u>			

Billable Repairs or Upgrades:

Head Broken- 6in spray																	
Head Broken- 12in spray																	
Head Broken- 6in rotor				<u>1</u>													
Head Broken- 12in rotor																	
Broken Riser																	
Upgrade 4in to 6in Pop up																	
Upgrade 6in to 12in Pop up																	
Nozzle																	
MPR																	
Severe Line Clog																	
Lateral Line Break																	
Relocation																	
Head Raised or Lowered in Turf																	
Head Raised or Lowered in Shrub																	
Damaged Valve Box																	
Zone Not Operating																	
Main Line Break																	
Additional Labor/Troubleshooting																	
Other- See Comments																	

Additional Comments:



Job Name: _____

Job Number: _____

Controller Name: _____

Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:	_____			
Controller Status:	WORKING		NOT WORKING	
POC info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Zone Map:	
Yes	No
Present in Contr.	
Yes	No

Information:

Zone Number	17	18	19	20	21	22	23	24	25	26					
Spray, Rotor, MP, Drip, or Bubblers	R	S	R	S	R	S	R	R	R	R					
Run Time [Program:]	40	20	40	20	40	20	40	40	40	40					
Run Time [Program:]															
Battery Pack/Doubler/Add-a-Zone															
Zone Faults or Alarms															

Contract/Maintenance [No Charge]:

Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted																

Billable Repairs or Upgrades:

Head Broken - 6" spray		2														
Head Broken - 12" spray																
Head Broken - 6" rotor			2													
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:

Technician Name: _____

Signature _____

Did you contact the Account Manager? YES / NO

What time? _____

Did you leave a VOICEMAIL / TEXT / EMAIL? YES / NO



Job Name: Shearwater
 Job Number: _____
 Controller Name: The Cave
 Date: 3-10-22 Page: 1 of 1

Start Time / End Time	Seasonal Adjust	Run Days
A) <u>9p</u>	%	<u>MTWTFSS</u>
B)	%	<u>MTWTFSS</u>
C)	%	<u>MTWTFSS</u>
D)	%	<u>MTWTFSS</u>

Zone Map	YES NO
Zone list in controller	YES NO
Checked Weather Sensor	YES NO
Weather Sensor:	Working Not working

Controller Make & Model	Working		Not Working	
	Potable Water	Reclaim	Well Water	Lake Water
Controller Status	Pressurized	Pump Start	Centrifugal	Submersible
POC Info				
Pump Status & Type				

INFORMATION:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Spray, Rotor, Drip, MPR, or Eubbler	<u>S</u>	<u>S</u>	<u>S</u>	<u>R</u>	<u>S</u>	<u>R</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>R</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>
Run time (A/B)	<u>20</u>	<u>20</u>	<u>20</u>	<u>40</u>	<u>20</u>	<u>40</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>40</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>
Run Time (C/D)	/																
Change Time (A/B)	/																
Change Time (C/D)	/																
Zone Faults or Alarms																	
Plant Type																	

Contract Maintenance: (No Charge)

Straighten Heads	<u>2</u>	<u>2</u>	<u>3</u>		<u>2</u>	
Adjust Water Pattern						
Clogged Nozzle Screens						

Billable Repairs or Upgrades:

Head Broken- 6in spray																	
Head Broken- 12in spray																	
Head Broken- 6in rotor																	
Head Broken- 12in rotor																	
Broken Riser																	
Upgrade 4in to 6in Pop up																	
Upgrade 6in to 12in Pop up																	
Nozzle																	
MPR																	
Severe Line Clog																	
Lateral Line Break																	
Relocation																	
Head Raised or Lowered in Turf																	
Head Raised or Lowered in Shrub																	
Damaged Valve Box																	
Zone Not Operating																	
Main Line Break																	
Additional Labor/Troubleshooting																	
Other- See Comments																	

Additional Comments:



Job Name: Shearwater

Job Number: _____

Controller Name: Amenity

Date: 3-12-22 Page: _____ of _____

Start Time / End Time	Seasonal Adjust	Run Days
A) 8pm		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
B) 8pm		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
C) 8pm		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
D) 8pm		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Zone Map	YES NO
Zone list in controller	YES NO
Checked Weather Sensor	YES NO
Weather Sensor:	Working Not working

Controller Make & Model	Controller Status	Working		Not Working	
		Potable Water	Reclaim	Well Water	Lake Water
Pump Status & Type	Pressurized	Pump Start	Centrifugal	Submersible	

INFORMATION:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, Drip, MPR, or Bubbler	S	S	S	R	R	R	R	R	S	S	S	S	S	S	R	S
Run time (A/B)	10	10	10	30	30	30	30	30	10	20	10	10	10	20	30	10
Run Time (C/D)	/															
Change Time (A/B)	/															
Change Time (C/D)	/															
Zone Faults or Alarms	/															
Plant Type	/															

Contract Maintenance: (No Charge)

Straighten Heads																	
Adjust Water Pattern																	
Clogged Nozzle Screens	2						2									2	

Billable Repairs or Upgrades:

Head Broken- 6in spray																	
Head Broken- 12in spray																	
Head Broken- 6in rotor																	
Head Broken- 12in rotor																	
Broken Riser																	
Upgrade 4in to 6in Pop up																	
Upgrade 6in to 12in Pop up																	
Nozzle																	
MPR																	
Severe Line Clog																	
Lateral Line Break																	
Relocation																	
Head Raised or Lowered in Turf																	
Head Raised or Lowered in Shrub																	
Damaged Valve Box																	
Zone Not Operating																	
Main Line Break																	
Additional Labor/Troubleshooting																	
Other- See Comments																	

Additional Comments: Module Shaved Over Current + Need to monitor



Job Name :

Job Number: _____

Controller Name:

Date:

Page: ___ of ___

Start Time /End Time	Seasonal Adjust	Run Days
A)	%	
B)	%	
C)	%	
D)	%	

Zone Map	YES NO
Zone list in controller	YES NO

Checked Weather Sensor	YES NO
Weather Sensor:	_____
Working	Not working

Controller Make & Model				
Controller Status	Working		Not Working	
POC Info	Potable Water	Reclaim	Well Water	Lake Water
Pump Status & Type	Pressurized	Pump Start	Centrifugal	Submersible

INFORMATION:

Zone Number	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Spray, Rotor, Drip, MPR, or Bubbler	S	R	R	S	R	-	-	-	-	-	-	-	-	-	S	D
Run time (A)																
Run Time (B)	10	20	30	10	30										10	10
Run Time (C)																
Run Time (D)																
Zone Faults or Alarms																
Plant Type																

Contract Maintenance: (No Charge)

Straighten Heads																
Adjust Water Pattern		3			3											
Clogged Nozzle Screens	2															

Billable Repairs or Upgrades:

Head Broken- 6in spray																1
Head Broken- 12in spray																
Head Broken- 6in rotor		2			2											
Head Broken- 12in rotor																
Broken Riser																
Upgrade 4in to 6in Pop up																
Upgrade 6in to 12in Pop up																
Nozzle																1
MPR																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered in Turf																
Head Raised or Lowered in Shrub																
Damaged Valve Box																
Zone Not Operating																
Main Line Break																
Additional Labor/Troubleshooting																
Other- See Comments																

Additional Comments:



Job Name :

Job Number: _____

Controller Name:

Date:

Page: __ of __

Start Time /End Time	Seasonal Adjust	Run Days
A)	%	
B)	%	
C)	%	
D)	%	

Zone Map YES NO
Zone list in controller YES NO

Checked Weather Sensor YES NO
Weather Sensor: _____ Working Not working

Controller Make & Model			
Controller Status	Working		Not Working
POC Info	Potable Water	Reclaim	Well Water Lake Water
Pump Status & Type	Pressurized	Pump Start	Centrifugal Submersible

INFORMATION:

Zone Number	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Spray, Rotor, Drip, MPR, or Bubbler	S	R	R	S	D	S	R	D	R	S	S	D	S	D	-	R
Run time (A)																
Run Time (B)	10	20	20	10	10	10	30	10	20	10	20	10	10			
Run Time (C)																30
Run Time (D)																
Zone Faults or Alarms																
Plant Type																

Contract Maintenance: (No Charge)

Straighten Heads			3													
Adjust Water Pattern	2															
Clogged Nozzle Screens										4						

Billable Repairs or Upgrades:

Head Broken- 6in spray																
Head Broken- 12in spray																
Head Broken- 6in rotor							4									
Head Broken- 12in rotor																
Broken Riser																
Upgrade 4in to 6in Pop up																
Upgrade 6in to 12in Pop up																
Nozzle																
MPR																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered in Turf																
Head Raised or Lowered in Shrub																
Damaged Valve Box																
Zone Not Operating																
Main Line Break																
Additional Labor/Troubleshooting																
Other- See Comments																

Additional Comments:



Job Name :

Job Number: _____

Controller Name:

Date:

Page: ___ of ___

Start Time /End Time	Seasonal Adjust	Run Days
A)	%	
B)	%	
C)	%	
D)	%	

Zone Map	YES NO
Zone list in controller	YES NO

Checked Weather Sensor	YES NO
Weather Sensor:	Working Not working

Controller Make & Model			
Controller Status	Working		Not Working
POC Info	Potable Water	Reclaim	Well Water Lake Water
Pump Status & Type	Pressurized	Pump Start	Centrifugal Submersible

INFORMATION:

Zone Number	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Spray, Rotor, Drip, MPR, or Bubbler			-				-							-		
Run time (A)																
Run Time (B)																
Run Time (C)	10	10		30	10	10		30	10	10	10	10	30			
Run Time (D)																
Zone Faults or Alarms																
Plant Type																

Contract Maintenance: (No Charge)

Straighten Heads																
Adjust Water Pattern																
Clogged Nozzle Screens																

Billable Repairs or Upgrades:

Head Broken- 6in spray																
Head Broken- 12in spray																
Head Broken- 6in rotor																
Head Broken- 12in rotor																
Broken Riser																
Upgrade 4in to 6in Pop up																
Upgrade 6in to 12in Pop up																
Nozzle																
MPR																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered in Turf																
Head Raised or Lowered in Shrub																
Damaged Valve Box																
Zone Not Operating																
Main Line Break																
Additional Labor/Troubleshooting																
Other- See Comments																

Additional Comments:



Job Name :

Job Number: _____

Controller Name:

Date:

Page: ___ of ___

Start Time /End Time	Seasonal Adjust	Run Days
A)	%	
B)	%	
C)	%	
D)	%	

Zone Map	YES NO
Zone list in controller	YES NO

Checked Weather Sensor	YES NO
Weather Sensor:	Working Not working

Controller Make & Model	Working			Not Working	
Controller Status	Potable Water	Reclaim	Well Water	Lake Water	
POC Info	Pressurized	Pump Start	Centrifugal	Submersible	

INFORMATION:

Zone Number	65	66	67	68	69	70	71	72	73	74	75	76	77	78
Spray, Rotor, Drip, MPR, or Bubbler	S	R	R	R	R	R	S	R	S	R	R	S	S	S
Run time (A)														
Run Time (B)														
Run Time (C)	10													
Run Time (D)		30	30	30	30	30	10	30	10	30	30	10		10
Zone Faults or Alarms														
Plant Type														

Contract Maintenance: (No Charge)

Straighten Heads														
Adjust Water Pattern														
Clogged Nozzle Screens														

Billable Repairs or Upgrades:

Head Broken- 6in spray														
Head Broken- 12in spray														
Head Broken- 6in rotor														
Head Broken- 12in rotor														
Broken Riser														
Upgrade 4in to 6in Pop up														
Upgrade 6in to 12in Pop up														
Nozzle														
MPR														
Severe Line Clog														
Lateral Line Break														
Relocation														
Head Raised or Lowered in Turf														
Head Raised or Lowered in Shrub														
Damaged Valve Box														
Zone Not Operating														
Main Line Break														
Additional Labor/Troubleshooting														
Other- See Comments														

Additional Comments:



Job Name : Shearwater

Job Number: _____

Controller Name: Falls

Date: _____ Page: ___ of ___

Start Time /End Time	Seasonal Adjust	Run Days
A) 8pm	%	Mon Wed Fri
B) 10pm	%	Tue Thur Sat
C) 8pm	%	Mon Wed Fri
D) 10pm	%	Tue Thur Sat

Zone Map
YES NO
Zone list in controller
YES NO

Checked Weather Sensor
YES NO
Weather Sensor:
Working Not working

Controller Make & Model			
Controller Status		Working	
POC Info		Potable Water	Reclaim
Pump Status & Type		Pressurized	Pump Start
		Not Working	
		Well Water	Lake Water
		Centrifugal	Submersible

INFORMATION:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, Drip, MPR, or Bubbler	S	S	S	S	S	S	S	S	S	R	S	S	R	R	S	R
Run time (A)	18	10	18	10	18	18	18	18	10	40	10	18	40	40	18	40
Run Time (B)																
Run Time (C)																
Run Time (D)																
Zone Faults or Alarms																
Plant Type																

Contract Maintenance: (No Charge)

Straighten Heads							2			4		2		2		
Adjust Water Pattern					2					2						
Clogged Nozzle Screens																

Billable Repairs or Upgrades:

Head Broken- 6in spray		2														
Head Broken- 12in spray																
Head Broken- 6in rotor																
Head Broken- 12in rotor																
Broken Riser																
Upgrade 4in to 6in Pop up																
Upgrade 6in to 12in Pop up																
Nozzle		2														
MPR																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered in Turf																
Head Raised or Lowered in Shrub																
Damaged Valve Box																
Zone Not Operating																
Main Line Break																
Additional Labor/Troubleshooting																
Other- See Comments																

Additional Comments:



Job Name: _____
 Job Number: _____
 Controller Name: _____
 Date: _____ Page: _____ of _____

Start Time /End Time	Seasonal Adjust	Run Days
A)	%	MTWTFSS
B)	%	MTWTFSS
C)	%	MTWTFSS
D)	%	MTWTFSS

Zone Map	YES NO
Zone list in controller	YES NO
Checked Weather Sensor	YES NO
Weather Sensor:	Working Not working

Controller Make & Model	Working		Not Working	
Controller Status	Potable Water	Reclaim	Well Water	Lake Water
POC Info	Pressurized	Pump Start	Centrifugal	Submersible
Pump Status & Type				

INFORMATION:

Zone Number	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Spray, Rotor, Drip, MPR, or Bubbler	S	S	R	R	S	S	R	R	R	S	R	R	S	S	S	S
Run time (A/B)	10	18	40	40	10	18	40	40	40	10	40	40	18	18	18	18
Run Time (C/D)	/															
Change Time (A/B)	/															
Change Time (C/D)	/															
Zone Faults or Alarms	/															
Plant Type	/															

Contract Maintenance: (No Charge)

Straighten Heads																
Adjust Water Pattern																
Clogged Nozzle Screens																

Billable Repairs or Upgrades:

Head Broken- 6in spray																
Head Broken- 12in spray																
Head Broken- 6in rotor			1	1					1			1				
Head Broken- 12in rotor																
Broken Riser																
Upgrade 4in to 6in Pop up																
Upgrade 6in to 12in Pop up																
Nozzle																
MPR																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered in Turf																
Head Raised or Lowered in Shrub																
Damaged Valve Box																
Zone Not Operating																
Main Line Break																
Additional Labor/Troubleshooting																
Other- See Comments																

Additional Comments:



Job Name: _____
 Job Number: _____
 Controller Name: _____
 Date: _____ Page: _____ of _____

Start Time /End Time	Seasonal Adjust	Run Days
A)	%	MTWTFSS
B)	%	MTWTFSS
C)	%	MTWTFSS
D)	%	MTWTFSS

Zone Map	YES NO
Zone list in controller	YES NO
Checked Weather Sensor	YES NO
Weather Sensor:	_____
Working	Not working

Controller Make & Model	Working		Not Working	
Controller Status	Potable Water	Reclaim	Well Water	Lake Water
POC Info	Pressurized	Pump Start	Centrifugal	Submersible
Pump Status & Type				

INFORMATION:

Zone Number	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Spray, Rotor, Drip, MPR, or Bubbler	S	S	S	S	S	R	S	S	R	S	S	S	S	R	S	S
Run time (A/B)																
Run Time (C/D)	18	18	18	18	18	40	18	18	40	18	18	18	18	18	18	18
Change Time (A/B)																
Change Time (C/D)																
Zone Faults or Alarms																
Plant Type																

Contract Maintenance: (No Charge)

Straighten Heads																
Adjust Water Pattern																
Clogged Nozzle Screens																

Billable Repairs or Upgrades:

Head Broken- 6in spray	1															
Head Broken- 12in spray																
Head Broken- 6in rotor																
Head Broken- 12in rotor																
Broken Riser																
Upgrade 4in to 6in Pop up																
Upgrade 6in to 12in Pop up																
Nozzle	1															
MPR																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered in Turf																
Head Raised or Lowered in Shrub																
Damaged Valve Box																
Zone Not Operating																
Main Line Break																
Additional Labor/Troubleshooting																
Other- See Comments																

Additional Comments:



Job Name :

Job Number: _____

Controller Name:

Date:

Page: __ of __

Start Time /End Time	Seasonal Adjust	Run Days
A)	%	
B)	%	
C)	%	
D)	%	

Zone Map YES NO
Zone list in controller YES NO

Checked Weather Sensor YES NO
Weather Sensor: Working Not working

Controller Make & Model				
Controller Status	Working		Not Working	
POC Info	Potable Water	Reclaim	Well Water	Lake Water
Pump Status & Type	Pressurized	Pump Start	Centrifugal	Submersible

INFORMATION:

Zone Number	65	66	67	68	69	70	71	72										
Spray, Rotor, Drip, MPR, or Bubbler	R	S	S	R	S	R	R	R										
Run time (A)																		
Run Time (B)																		
Run Time (C)	40	18	10	40	18	40	40	40										
Run Time (D)																		
Zone Faults or Alarms																		
Plant Type																		

Contract Maintenance: (No Charge)

Straighten Heads																		
Adjust Water Pattern																		
Clogged Nozzle Screens																		

Billable Repairs or Upgrades:

Head Broken- 6in spray																		
Head Broken- 12in spray																		
Head Broken- 6in rotor																		
Head Broken- 12in rotor																		
Broken Riser																		
Upgrade 4in to 6in Pop up																		
Upgrade 6in to 12in Pop up																		
Nozzle																		
MPR																		
Severe Line Clog																		
Lateral Line Break																		
Relocation																		
Head Raised or Lowered in Turf																		
Head Raised or Lowered in Shrub																		
Damaged Valve Box																		
Zone Not Operating																		
Main Line Break																		
Additional Labor/Troubleshooting																		
Other- See Comments																		

Additional Comments:



Job Name: Shearwater
 Job Number: _____
 Controller Name: Appleton Lift Station
 Date: 3-22-22 Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A	8	%	M <input type="checkbox"/> W <input type="checkbox"/> F <input type="checkbox"/> S <input type="checkbox"/>
Program B	8	%	<input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> T <input type="checkbox"/> S <input type="checkbox"/>
Program C	8	%	M <input type="checkbox"/> W <input type="checkbox"/> F <input type="checkbox"/> S <input type="checkbox"/>
Program D	8	%	<input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> T <input type="checkbox"/> S <input type="checkbox"/>

Checked Weather Sensor:	YES	NO
Weather Sensor:	Working	Not Working

Controller Make & Model: _____
 Controller Status: WORKING NOT WORKING
 POC Info: Potable Water Reclaim Water Well Water Lake Water
 Pump Status & Type: PRESSURIZED PUMP START CENTRIFUGAL SUBMERSIBLE

Zone Map:
 Yes No
 Present In Contr.
 Yes No

Information:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, MP, Drip, or Bubbler	5	5	5	5	5	5	5	5	5	5	5	5	5	R		R
Run Time [Program: <u>A1</u>]	18	10	18	18	18	18	10	10	18	18	18	18	18	40 10	40	
Run Time [Program: _____]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted	✓	✓	✓	✓	3	3	3	✓	✓	✓	✓	✓	✓	3	✓	✓

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments: _____

Technician Name: _____ Signature _____



Job Name: _____

Job Number: _____

Controller Name: _____

Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Zone Map:	
Yes	No
Present in Contr.	
Yes	No

Information:

Zone Number	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Spray, Rotor, MP, Drip, or Bubbler	S	S	S	S	S	R	R	R	S	S	S	S	R	R	R	R
Run Time [Program: A]	10	18	10	18	18	40	40	40	10	10	18	10	40	40	40	40
Run Time [Program:]																
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray		1				1										
Head Broken - 12" spray																
Head Broken - 6" rotor							1								1	
Head Broken - 12" rotor																
Broken Risers																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments: _____

Technician Name: _____ Signature _____



Job Name: _____

Job Number: _____

Controller Name: _____

Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Zone Map:	
Yes	No
Present in Contr.	
Yes	No

Information:

Zone Number	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Spray, Rotor, MP, Drip, or Bubblers		S			R	R	S	R	R	R	S	R	S	R	R	S
Run Time [Program: A]	10	10														
Run Time [Program: B]			10	10	40	40	18	40	40	40	5	40	18	40	10	10
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:

Technician Name: _____

Signature _____

Did you contact the Account Manager? YES / NO

What time? _____

Did you leave a VOICEMAIL / TEXT / EMAIL? YES / NO



Job Name: _____
 Job Number: _____
 Controller Name: _____
 Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Zone Map:	
Yes	No
Present in Contr.	
Yes	No

Information:

Zone Number	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Spray, Rotor, MP, Drip, or Bubbler	R	S	S	S	R	S	S	S	R	R	S	R	S	S	R	S
Run Time [Program: B]	40	18	18													
Run Time [Program: C]				18	40	18	18	18	40	40	10	18	18	10	40	18
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray			2													
Head Broken - 12" spray																
Head Broken - 6" rotor									1	2					1	
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments:

Technician Name: _____ Signature _____



Job Name: _____

Job Number: _____

Controller Name: _____

Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:	_____			
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	Well Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Zone Map:	
Yes	No
Present in Contr.	
Yes	No

Information:

Zone Number	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80
Spray, Rotor, MP, Drip, or Bubbler	S	S	S	S	S	R	S	R	S	S	S	S	S	S	S	S
Run Time [Program: C]	18	30	18	10	18	40	18	40								
Run Time [Program: A]									10	10	10	10	10	10	10	10
Battery Pack/Doubler/Add-a-Zone																
Zone Faults or Alarms																

Contract/Maintenance [No Charge]:

Maintenance Repairs																
Clogged Nozzles																
Head Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray																
Head Broken - 12" spray																
Head Broken - 6" rotor																
Head Broken - 12" rotor																
Broken Riser																
Upgrade 4" to 6" Pop Up																
Upgrade 6" to 12" Pop Up																
Nozzle - MPR																
Nozzle - MP rotator																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered-Turf																
Head Raised or Lowered-Shrub																
Damaged Valve Box																
Valve - Inoperative/Sticking																
Additional Labor/Troubleshoot																
Other-See Comments																

Additional Comments: _____

Technician Name: _____ Signature _____



Job Name: _____

Job Number: _____

Controller Name: _____

Date: _____ Page #: _____ of _____

	Start Times:	Seasonal Adjust:	Run Days:
Program A		%	M T W T F S S
Program B		%	M T W T F S S
Program C		%	M T W T F S S
Program D		%	M T W T F S S

Checked Weather Sensor:	
YES	NO
Weather Sensor:	
Working	Not Working

Controller Make & Model:				
Controller Status:	WORKING		NOT WORKING	
POC Info:	Potable Water	Reclaim Water	We'll Water	Lake Water
Pump Status & Type:	PRESSURIZED	PUMP START	CENTRIFUGAL	SUBMERSIBLE

Zone Map:	
Yes	No
Present in Contr.	
Yes	No

Information:

Zone Number	81	82	83	84	85	86	87	88	89						
Spray, Rotor, MP, Drip, or Bubbler	5	5	5	5	5	5	5	5	5						
Run Time [Program: D1]	10	10	10	10	10	10	10	10	10						
Run Time [Program: 1]															
Battery Pack/Doubler/Add-a-Zone															
Zone Faults or Alarms															

Contract/Maintenance [No Charge]:

Maintenance Repairs															
Clogged Nozzles															
Head Straightened/Adjusted	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Billable Repairs or Upgrades:

Head Broken - 6" spray															
Head Broken - 12" spray															
Head Broken - 6" rotor															
Head Broken - 12" rotor															
Broken Riser															
Upgrade 4" to 6" Pop Up															
Upgrade 6" to 12" Pop Up															
Nozzle - MPR															
Nozzle - MP rotator															
Severe Line Clog															
Lateral Line Break															
Relocation															
Head Raised or Lowered-Turf															
Head Raised or Lowered-Shrub															
Damaged Valve Box															
Valve - Inoperative/Sticking															
Additional Labor/Troubleshoot															
Other-See Comments															

Additional Comments: _____

Technician Name: _____ Signature _____



Advanced Tree Care, Inc. Tree Preservation Specialists

December 10, 2021

Jaime Constancio
VerdeGo
N. 6200 FL-13
St. Augustine FL 32092

Dear Mr. Constancio:

On December 1, 2021 at your request I visited Shearwater Development off SR 210 in St. Johns to evaluate the condition of the live oak (*Quercus virginiana*) and magnolia (*Magnolia grandiflora*) trees in the landscape. The planting times of the live oaks varied from approximately 10 years ago on the trees along the entrance road by the front gate to less than two years ago back by the traffic circle Kayak Club Drive near the water park and tennis courts. The magnolias I examined had also been planted within the past two years. I did not examine all the trees nor all areas of the development.

The live oaks are showing symptoms of sparse, chlorotic foliage and varying degrees of branch dieback mostly in the upper branches.



Image 1 Many of the live oaks along Kayak Club Drive are showing symptoms of sparse, chlorotic foliage and branch dieback



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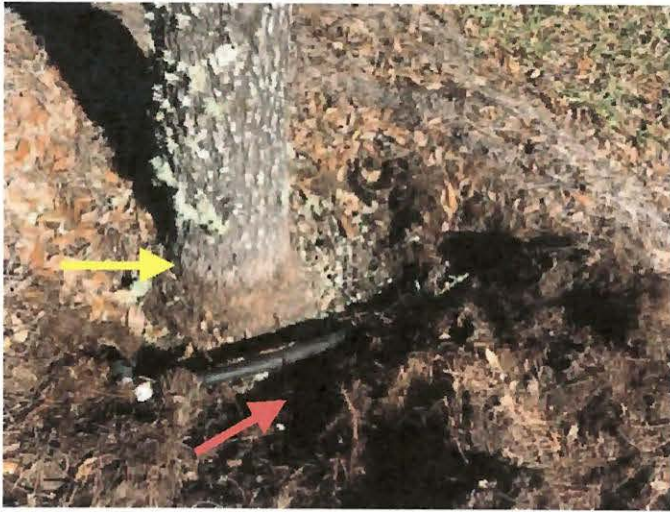


Image 2 The VerdeGo crew had cleared away much of the soil/mulch mixture around this tree. The soil/mulch level is indicated by the yellow arrow and the red arrow indicates the level the soil should be.



Image 3 Here the mulch has been moved away from the trunk but there is still several inches of soil over the root flare. The arrows indicate circling roots which were located at the outer edge of the container when the tree was planted.

Circling Roots and Stem Girdling Roots - The root problems are caused by defects of circling and stem girdling roots carried over from the nursery and planting too deep. When trees are grown in containers, roots grow outward until they hit the side of the container. These roots then begin to circle the container. If these circling roots are not corrected usually by shaving off the outer ½-inch to 1-inch edge of the root ball at planting, then these main lateral roots do not grow out into the surrounding landscape. Some of these circling roots can become stem girdling roots that can cause branch dieback. The Florida Grades and Standards¹ published by the Department of Plant Industries of the Florida Department of Agriculture and Consumer Services has detailed standards for proper planting and correcting root defects at the time of planting. These planting standards are attached to the e-mail that includes this report.

Root Crown Excavation - To locate and correct these root defects once the tree has been planted in the ground, a root crown excavation is needed. This can be done by hand if only a few trees are involved taking about 30 to 90 minutes per tree depending upon the root deformities but if many trees need a root crown excavation which appears to be the case at Shearwater, then a pneumatic excavation device (Image 4) such as an Air Spade or Air Knife (retail cost about \$1,300) is very useful. This



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Image 4 When many trees should have a root crown excavation, a pneumatic excavation device called an Air Spade or Air Knife is used to remove soil from the root crown without damaging or otherwise wounding the roots. (Photo taken in Jacksonville)

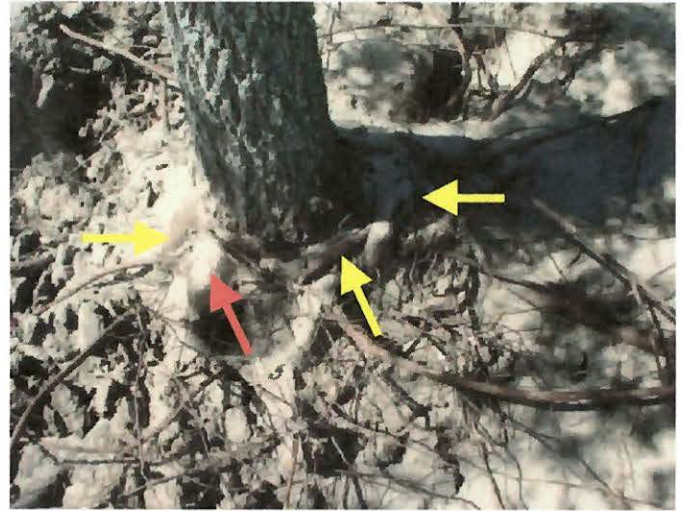


Image 5 Roots are safely and quickly uncovered with an Air Spade. Note stem girdling roots around more than half the trunk diameter (yellow arrows) and kinked root (red arrow). Once exposed these stem girdling roots can be removed with a saw or loppers. (Photo taken at another site)

pneumatic excavation device is connected to a towable compressor (180 to 200 cfm) which can be purchased or rented. If VerdeGo decides to purchase an Air Spade or Air Knife, we can provide training which would consist of about two to four instruction hours in the field for your crew. The excavation work can be done by one person but two or three people can move the work along much faster. I strongly recommend an Air Spade or Air Knife for this job because of the number of trees with the root problems described above. You will no doubt have other customers with similar tree root problems that require a root crown excavation.

Planting Too Deep - The trees I examined have generally been planted too deep according to the Grades and Standards² but they are only a few inches too deep. The problem has been exacerbated, however, by the placement of excessive mulch over the root ball. In Florida organic (plant-based) mulch decomposes at the rate of approximately 1 inch per year. When 2 to 4 inches of mulch are applied each year to the area around each tree, the effect is just like planting too deep causing adventitious roots to form some of which can grow across the root flare or trunk causing a restriction to the tree's vascular system and dieback of branches in the crown (Image 5).



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Image 6 This is an example of good root structure. Tree roots should be straight, not curved, and be mostly near the soil surface.

Mulch - Organic mulch is a very important component to the landscape plan. Mulch retains soil moisture, keeps the soil cooler and prevents lawn mowers and weed whackers from damaging the tree trunk. But the mulch should never be deeper than 2 or 3 inches maximum and it should never be piled up against the tree trunk. Mulch should be placed at least 6 inches away from the trunk exposing the root flare. My preference is to place no more than 1 inch of mulch on top of the root ball and 2 to 3 inches of mulch outside the root ball.



Image 7 Some live oaks have almost completely defoliated. Live oaks are evergreen trees and should never appear this way.



Image 8 Some trees have partial defoliation and branch dieback.



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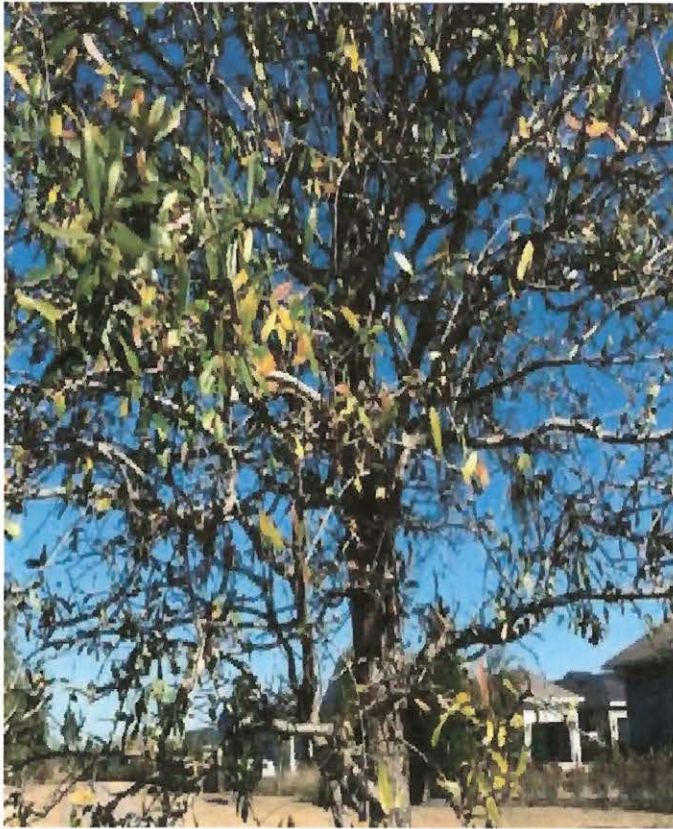


Image 9 Sparse, chlorotic foliage is seen on many trees.

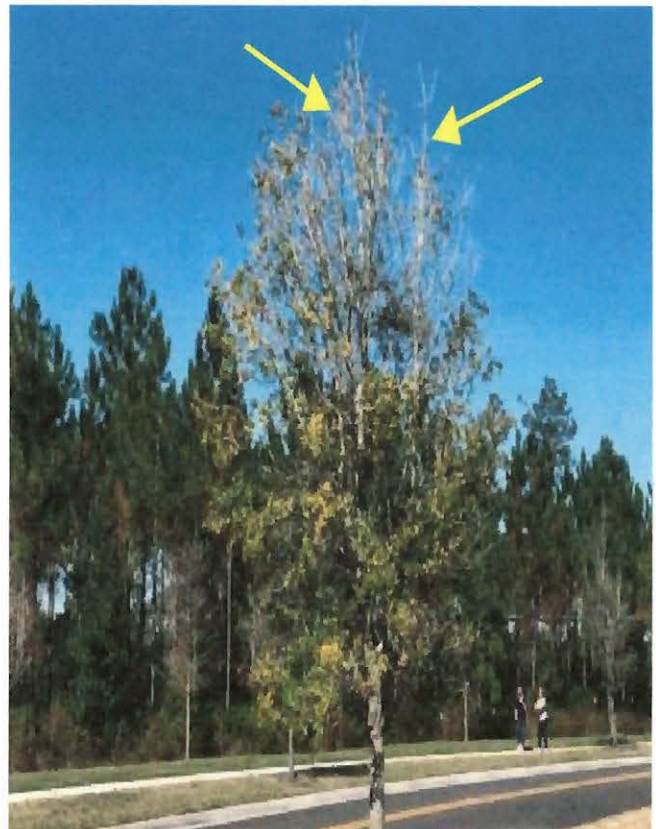


Image 10 Upper crown branch dieback is another typical symptom of stem girdling roots and excessive mulch.

Trunk Decay - Another problem caused by soil and/or mulch piled up against the trunk is trunk decay. The deterioration is slow, but tree trunk tissue does not contain the water-proofing substance suberin that protects roots which are constantly moist. It may take years to eventually decay through the tree bark into the cambium layer but wet soil and mulch against the trunk will eventually cause permanent damage to the tree trunk and its vascular tissue.



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Image 12 Some Southern magnolias begin to decline shortly after planting. Leaf tissue samples were taken and sent to the University of Florida Soils Lab

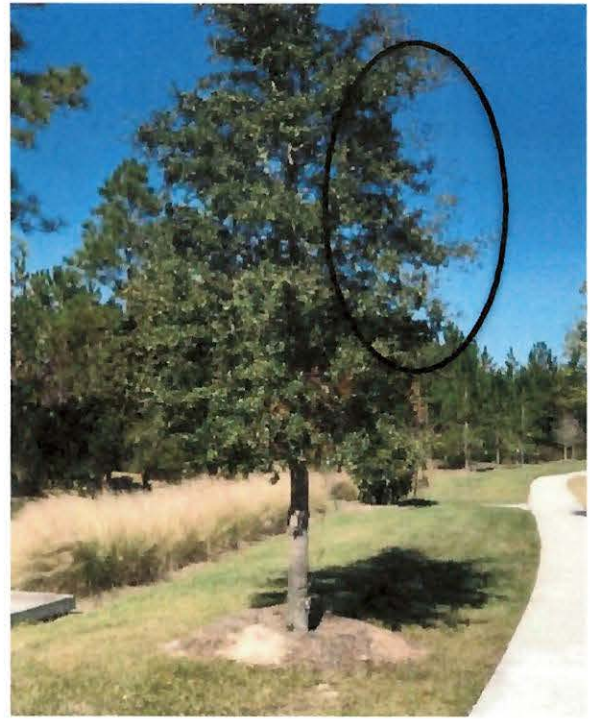


Image 11 Some trees have only a small amount of branch tip damage (black circle). Because of the time of year, this smaller leaf size is not recent growth flush. Instead the leaves appear distorted and small. Also note excessive mulch and soil around the base of the trunk.

Finally, I was asked to evaluate the condition of several Southern magnolia trees (*Magnolia grandiflora*). Some but not all are showing decline with sparse foliage (Image 12). The first symptom noted was the black twig borer, I have also observed that magnolias with the noted condition, many have responded to applications of magnesium, manganese and potassium. I took some leaf samples and sent them to the University of Florida Soils Labs for analysis of any nutrient deficiency. The results should be available in 10 days or so



243 Shamrock Rd., St. Augustine, FL 32086
info@ShadeTreeExpert.com
[Http://ShadeTreeExpert.com](http://ShadeTreeExpert.com)



Black Twig Borer



Shearwater Magnolia Photo (Image 13)



Sample of larva from other site Image (14)

Q. Small branches are dying in some of my trees. What's causing this?

A. More than likely the culprit is the Black Twig Borer. This very small beetle, about 1/16 inch long, has been active this year.

Common trees attacked include cedar, golden rain tree, maple, redbud, sweetgum, loquat, dogwood, Shumard oak, Chinese elm, magnolia, Bradford pear and pecan. The beetle is not limited to these trees. And it may attack woody shrubs and grapevines.

This beetle only damages branches that are approximately pencil size in diameter. These small branches die above the point of entrance with the leaves turning brown, creating a flagging effect of numerous dead branches scattered throughout the outer canopy of the tree. These dead twigs with their brown leaves are what bring attention to the infested trees.

Bending an infested twig downward will result in it snapping or breaking at the entrance/exit hole. Carefully putting the twig back together may allow you to see the hole. The hole is usually on the underside of the branch and will be very small, about the size of pencil lead in diameter. Sometimes you may see the minute, shiny black beetle and/or the white brood inside the hollowed-out area of the twig at the point where it snapped.



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Image (15)
Black Twig Borer inside the stem. Image Credit Matthew Orwat UF IFAS Extension

The black twig borer, *Xylosandrus compactus*, is one of the few ambrosia beetles that will attack healthy trees. However, the heavy rainfall this summer stressed many of our tree and plant species making them more susceptible to insect damage and disease. Female beetles bore into small branches or twigs of woody plants, excavate tunnels in the wood or pith and produce a brood. Damage occurs when the beetle introduces ambrosia fungi on which the larvae feed.

If you have any questions about these observations and recommendations, please give me a call.

Advanced Tree Care, Inc.

Chuck Lippi, president
ISA Board Certified Master Arborist #FL-0501B
ASCA Registered Consulting Arborist #443
Masters Degree in Horticulture



243 Shamrock Rd., St. Augustine, FL 32086
info@ShadeTreeExpert.com
[Http://ShadeTreeExpert.com](http://ShadeTreeExpert.com)





Mailing Address

Trout Creek CDD
Trout Creek CDD c/o Rizetta & Company
8529 South Park Circle Suite 330
Orlando, FL 32819

Job Address

Shearwater
100 Kayak Way
St. Augustine, FL 32092

Date: January 06, 2022

Phone: Orlando

Opportunity#: 7071

Job Summary:

Proposal to install special fertilizer per arborist report for each magnolia tree. For 179 Magnolias

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
15.00	Labor and Prep	Hr	\$42.87	\$643.07
179.00	Fertilizer	Ea	\$10.66	\$1,908.14
Landscape Enhancement Total				\$2,551.21

Proposal Total: \$2,551.21

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

Payment due 30 days after receipt of invoice.

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

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



PROPOSAL

ACCEPTANCE OF PROPOSAL

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

By _____

Jaime Constancio

Date 1/6/2022

VerdeGo

By _____

Date _____

Trout Creek CDD



PROPOSAL

Mailing Address

Shearwater HOA
Shearwater HOA
10700 Prairie Lakes Dr
Eden Prairie, MN 55344

Job Address

Shearwater - Woodlands
100 Kayak Way
St. Augustine, FL 32092

Date: January 06, 2022

Phone: Eden Prairie

Opportunity#: 7074

Job Summary:

Proposal per arborist report to fertilize all magnolia trees at woodlands.

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
2.00	Labor and Prep	Hr	\$42.87	\$85.74
31.00	Tree Fertilizer	Ea	\$10.66	\$330.46
Landscape Enhancement Total				\$416.20

Proposal Total: \$416.20

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

Payment due 30 days after receipt of invoice.

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

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PROPOSAL

ACCEPTANCE OF PROPOSAL

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By _____

Jaime Constancio

Date _____

1/6/2022

VerdeGo

By _____

Date _____

Shearwater HOA



Mailing Address

Shearwater HOA
Shearwater HOA
10700 Prairie Lakes Dr
Eden Prairie, MN 55344

Job Address

Phase 1C Townhomes
100 Kayak Way
St. Augustine, FL 32092

Date: January 06, 2022

Phone: Eden Prairie

Opportunity#: 7075

Job Summary:

Proposal to fertilize magnolia trees per the arborist report

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
1.00	Labor and Prep	Hr	\$42.87	\$42.87
8.00	Tree Fertilizer	Ea	\$10.33	\$82.64
Landscape Enhancement Total				\$125.51

Proposal Total: \$125.51

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

Payment due 30 days after receipt of invoice.

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

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

ACCEPTANCE OF PROPOSAL

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By _____
Jaime Constancio
Date 1/6/2022

VerdeGo

By _____
Date _____
Shearwater HOA



PROPOSAL

Mailing Address

360 Communities
27 Sapphire Lane
St. Augustine, FL 32092

Job Address

360 Communities at Shearwater
27 Sapphire Lane
St. Augustine, FL 32092

Date: January 06, 2022

Phone: St. Augustine

Opportunity#: 7076

Job Summary:

Proposal per arborist report to fertilize Magnolia trees

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
1.00	Labor and Prep	Hr	\$42.87	\$42.87
5.00	Tree Fertilizer	Ea	\$10.33	\$51.65
Landscape Enhancement Total				\$94.52

Proposal Total: \$94.52

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

Payment due 30 days after receipt of invoice.

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

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ACCEPTANCE OF PROPOSAL

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

By _____
 Jairne Constancio
Date 1/6/2022
_____ **VerdeGo**

By _____
Date _____
 360 Communities



Mailing Address

Shearwater HOA
Shearwater HOA
10700 Prairie Lakes Dr
Eden Prairie, MN 55344

Job Address

Shearwater Phase 2C Front Load Townhomes
100 Kayak Way
St. Augustine, FL 32092

Date: January 06, 2022

Phone: Eden Prairie

Opportunity#: 7077

Job Summary:

Proposal to Fertilize trees per arborist report

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
2.00	Labor and Prep	Hr	\$42.87	\$85.74
20.00	Tree Fertilizer	Ea	\$10.33	\$206.60
Landscape Enhancement Total				\$292.34

Proposal Total: \$292.34

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

Payment due 30 days after receipt of invoice.

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

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By _____
Jaime Constancio
Date 1/6/2022

VerdeGo

By _____
Date _____
Shearwater HOA

Mailing Address

Trout Creek CDD
Trout Creek CDD c/o Rizetta & Company
8529 South Park Circle Suite 330
Orlando, FL 32819

Job Address

Shearwater
100 Kayak Way
St. Augustine, FL 32092

Date: January 05, 2022

Phone: Orlando

Opportunity#: 6973

Job Summary:

Proposal to air-spade girdled trees expose roots with air-spade/compressor includes removal of soil and mulch, air-spading trees down to roots and hand saw or looper cutting of roots over the flare also roots wrapping around the flare to promote growth and hydration to tree per arborist report. This does not include any replacement sod or mulch. This will take as much as a year or more depending upon how each individual tree responds to the treatment described above it will be a minimum of a year or two before these trees start to recover. We will also cap the bubblers to each tree as well in turf areas since they are being watered from the turf heads.

Locations listed below:

210 Entry to Second Round About along Shearwater Parkway (425 oaks), (260 pines), (85 Magnolias), Big Lake (36 oaks), (25 Pines), (26 others).

Atlas Drive, Ponds, common areas, walkways, pocket parks (80 oaks), (50 pines), (6 Magnolias), (17 others)

North Creek Entrance , trails both sides and ponds (40 oaks), (43 pines), (8 Magnolias).

Amenity Center Parking lot, Pool, Tennis courts, playground, pond (75 oaks), (20 Magnolias), (8 pines), (10 others)

Falls Drive, Ponds, common areas, Beale, Luke, Cobalt (42 Magnolias), (185 oaks), (95 pines), (40 others).

Dog Parks (25 oaks), (15 pines),

Backside of Falls Park Ponds Between Tilden and Windley (35 oaks), (40 pines), (18 Magnolias), (15 others).



PROPOSAL

Oak Trees 901
Magnolias 179
Pines Trees 536
Other Trees 108
Total Trees =1724

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
40.00	Labor and Prep	Hr	\$41.43	\$1,657.14
1,724.00	Excavation of Trees	Ea	\$235.00	\$405,140.00
20.00	Disposal Fee	Ea	\$50.00	\$1,000.00
15.00	Irrigation Allowance	LS	\$123.97	\$1,859.55
Landscape Enhancement Total				\$409,656.69

Proposal Total: \$409,656.69

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

Payment due 30 days after receipt of invoice.

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

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ACCEPTANCE OF PROPOSAL

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

By _____

Jaime Constancio

Date _____

1/5/2022

VerdeGo

By _____

Date _____

Trout Creek CDD



Mailing Address

Trout Creek CDD
Trout Creek CDD c/o Rizetta & Company
8529 South Park Circle Suite 330
Orlando, FL 32819

Job Address

Shearwater
100 Kayak Way
St. Augustine, FL 32092

Date: January 05, 2022

Phone: Orlando

Opportunity#: 6983

Job Summary:

Proposal to air-spade girdled trees expose roots with air-spade/compressor includes removal of soil and mulch, air-spading trees down to roots and hand saw or looper cutting of roots over the flare also roots wrapping around the flare to promote growth and hydration to tree per arborist report. This does not include any replacement sod or mulch. This will take as much as a year or more depending upon how each individual tree responds to the treatment described above it will be a minimum of a year or two before these trees start to recover. We will also cap the bubblers to each tree as well in turf areas since they are being watered from the turf heads.

Locations listed below:

210 Entry to Second Round About along Shearwater Parkway (425 oaks), (85 Magnolias), Big Lake (36 oaks).

Atlas Drive, Ponds, common areas, walkways, pocket parks (80 oaks), (6 Magnolias)

North Creek Entrance , trails both sides and ponds (40 oaks), (8 Magnolias).

Amenity Center Parking lot, Pool, Tennis courts, playground, pond (75 oaks), (20 Magnolias),

Falls Drive, Ponds, common areas, Beale, Luke, Cobalt (42 Magnolias), (185 oaks).

Dog Parks (25 oaks).

Backside of Falls Park Ponds Between Tilden and Windley (35 oaks), (18 Magnolias).

Oak Trees 901

Magnolias 179

Total Trees =1080



PROPOSAL

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
40.00	Labor and Prep	Hr	\$41.43	\$1,657.14
1,080.00	Excavation of Trees	Ea	\$235.00	\$253,800.00
20.00	Disposal Fee	Ea	\$50.00	\$1,000.00
15.00	Irrigation Allowance	LS	\$123.97	\$1,859.55
Landscape Enhancement Total				\$258,316.69

Proposal Total: \$258,316.69

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

Payment due 30 days after receipt of invoice.

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

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ACCEPTANCE OF PROPOSAL

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

By _____

Jaime Constancio

Date 1/5/2022

VerdeGo

By _____

Date _____

Trout Creek CDD



Mailing Address

Shearwater HOA
Shearwater HOA
10700 Prairie Lakes Dr
Eden Prairie, MN 55344

Job Address

Shearwater - Woodlands
100 Kayak Way
St. Augustine, FL 32092

Date: January 05, 2022

Phone: Eden Prairie

Opportunity#: 6972

Job Summary:

Proposal to air-spade girdled trees expose roots with air-spade/compressor includes removal of soil and mulch, air-spading trees down to roots and hand saw or looper cutting of roots over the flare also roots wrapping around the flare to promote growth and hydration to tree per arborist report. This does not include any replacement sod or mulch. This will take as much as a year or more depending upon how each individual tree responds to the treatment described above it will be a minimum of a year or two before these trees start to recover. We will also cap the bubblers to each tree as well in turf areas since they are being watered from the turf heads.

Locations listed below:

Woodlands Entry Gate (13 oaks), (10 pines), (6 Magnolias).

Woodlands Gate to T Section of Glenneyre (40 oaks), (45 pines), (18 Magnolias).

Woodlands T Park Area (12 oaks), (15 pines).

Woodlands Pocket Parks (3 oaks), (2 Magnolias)

Woodlands /Kayak Drive Entrance (25 oaks), (40 pines), (5 Magnolias), (3 others).

Oak Trees 93

Magnolias 31

Pines Trees 110

Other Trees 3

Total 237 trees

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
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PROPOSAL

25.00	Labor and Prep	Hr	\$41.43	\$1,035.71
237.00	Excavation of Trees	Ea	\$235.00	\$55,695.00
8.00	Irrigation Allowance	LS	\$123.97	\$991.76
7.00	Disposal Fee	Ea	\$50.00	\$350.00
			Landscape Enhancement Total	\$58,072.47

Proposal Total: \$58,072.47

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

Payment due 30 days after receipt of invoice.

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

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ACCEPTANCE OF PROPOSAL

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

By _____
Jaime Constancio

Date 1/5/2022

VerdeGo

By _____

Date _____

Shearwater HOA

Mailing Address

Shearwater HOA
Shearwater HOA
10700 Prairie Lakes Dr
Eden Prairie, MN 55344

Job Address

Shearwater - Woodlands
100 Kayak Way
St. Augustine, FL 32092

Date: January 05, 2022

Phone: Eden Prairie

Opportunity#: 6984

Job Summary:

Proposal to air-spade girdled trees expose roots with air-spade/compressor includes removal of soil and mulch, air-spading trees down to roots and hand saw or looper cutting of roots over the flare also roots wrapping around the flare to promote growth and hydration to tree per arborist report. This does not include any replacement sod or mulch. This will take as much as a year or more depending upon how each individual tree responds to the treatment described above it will be a minimum of a year or two before these trees start to recover. We will also cap the bubblers to each tree as well in turf areas since they are being watered from the turf heads.

Locations listed below:

Woodlands Entry Gate (13 oaks), (6 Magnolias).

Woodlands Gate to T Section of Glenneyre (40 oaks), (18 Magnolias).

Woodlands T Park Area (12 oaks).

Woodlands Pocket Parks (3 oaks), (2 Magnolias)

Woodlands /Kayak Drive Entrance (25 oaks), (5 Magnolias).

Oak Trees 93

Magnolias 31

Total 124 trees

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
11.00	Labor and Prep	Hr	\$41.43	\$455.71
124.00	Excavation of Trees	Ea	\$235.00	\$29,140.00
2.00	Irrigation Allowance	LS	\$123.97	\$247.94
3.00	Disposal Fee	Ea	\$50.00	\$150.00
Landscape Enhancement Total				\$29,993.65

Proposal Total: \$29,993.65

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

Payment due 30 days after receipt of invoice.

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

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ACCEPTANCE OF PROPOSAL

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

By _____

Jaime Constancio

Date _____

1/5/2022

VerdeGo

By _____

Date _____

Shearwater HOA



PROPOSAL

Mailing Address

Shearwater HOA
Shearwater HOA
10700 Prairie Lakes Dr
Eden Prairie, MN 55344

Job Address

Phase 1C Townhomes
100 Kayak Way
St. Augustine, FL 32092

Date: January 05, 2022

Phone: Eden Prairie

Opportunity#: 6959

Job Summary:

Proposal to air-spade girdled trees expose roots with air-spade/compressor includes removal of soil and mulch, air-spading trees down to roots and hand saw or looper cutting of roots over the flare also roots wrapping around the flare to promote growth and hydration to tree per arborist report. This does not include any replacement sod or mulch. This will take as much as a year or more depending upon how each individual tree responds to the treatment described above it will be a minimum of a year or two before these trees start to recover. We will also cap the bubblers to each tree as well in turf areas since they are being watered from the turf heads.

Locations listed below:

The Cove Interior (31 oaks), (8 Magnolias).

Oak Trees 31

Magnolias 8

Total 39 Trees

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
6.00	Labor and Prep	Hr	\$41.43	\$248.57
39.00	Excavation of trees	Ea	\$235.00	\$9,165.00
2.00	Irrigation Allowance	LS	\$123.97	\$247.94
2.00	Disposal Fee	Ea	\$50.00	\$100.00
Landscape Enhancement Total				\$9,761.51



PROPOSAL

Proposal Total: \$9,761.51

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

Payment due 30 days after receipt of invoice.

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

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ACCEPTANCE OF PROPOSAL

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

By _____
 Jaime Constancio

Date 1/5/2022

 VerdeGo

By _____

Date _____

 Shearwater HOA



PROPOSAL

Mailing Address

360 Communities
27 Sapphire Lane
St. Augustine, FL 32092

Job Address

360 Communities at Shearwater
27 Sapphire Lane
St. Augustine, FL 32092

Date: January 05, 2022

Phone: St. Augustine

Opportunity#: 6985

Job Summary:

Proposal to air-spade girdled trees expose roots with air-spade/compressor includes removal of soil and mulch, air-spading trees down to roots and hand saw or looper cutting of roots over the flare also roots wrapping around the flare to promote growth and hydration to tree per arborist report. This does not include any replacement sod or mulch. This will take as much as a year or more depending upon how each individual tree responds to the treatment described above it will be a minimum of a year or two before these trees start to recover. We will also cap the bubblers to each tree as well in turf areas since they are being watered from the turf heads.

Locations listed below:

360 Communities (22 oaks), (5 Magnolias), (8 pines).

Oak Trees 22

Magnolias 5

Pines 8

Total 35 Trees

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
6.00	Labor and Prep	Hr	\$41.43	\$248.57
35.00	Excavation of Trees	Ea	\$235.00	\$8,225.00
2.00	Disposal Fee	Ea	\$50.00	\$100.00
2.00	Irrigation Allowance	LS	\$123.97	\$247.94
Landscape Enhancement Total				\$8,821.51



PROPOSAL

Proposal Total: \$8,821.51

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

Payment due 30 days after receipt of invoice.

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

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ACCEPTANCE OF PROPOSAL

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By _____
Jaime Constancio

By _____

Date 1/5/2022
VerdeGo

Date _____
360 Communities



Mailing Address

360 Communities
27 Sapphire Lane
St. Augustine, FL 32092

Job Address

360 Communities at Shearwater
27 Sapphire Lane
St. Augustine, FL 32092

Date: January 05, 2022

Phone: St. Augustine

Opportunity#: 6986

Job Summary:

Proposal to air-spade girdled trees expose roots with air-spade/compressor includes removal of soil and mulch, air-spading trees down to roots and hand saw or looper cutting of roots over the flare also roots wrapping around the flare to promote growth and hydration to tree per arborist report. This does not include any replacement sod or mulch. This will take as much as a year or more depending upon how each individual tree responds to the treatment described above it will be a minimum of a year or two before these trees start to recover. We will also cap the bubblers to each tree as well in turf areas since they are being watered from the turf heads.

Locations listed below:

360 Communities (22 oaks), (5 Magnolias).

Oak Trees 22

Magnolias 5

Total 27 Trees

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
4.00	Labor and Prep	Hr	\$41.43	\$165.71
27.00	Excavation of Trees	Ea	\$235.00	\$6,345.00
2.00	Disposal Fee	Ea	\$50.00	\$100.00
2.00	Irrigation Allowance	LS	\$123.97	\$247.94
Landscape Enhancement Total				\$6,858.65



PROPOSAL

Proposal Total: \$6,858.65

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

Payment due 30 days after receipt of invoice.

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

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

ACCEPTANCE OF PROPOSAL

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

By _____
Jaime Constancio

By _____

Date 1/5/2022
VerdeGo

Date _____
360 Communities



PROPOSAL

Mailing Address

Shearwater HOA
Shearwater HOA
10700 Prairie Lakes Dr
Eden Prairie, MN 55344

Job Address

Shearwater Phase 2C Front Load Townhomes
100 Kayak Way
St. Augustine, FL 32092

Date: January 06, 2022

Phone: Eden Prairie

Opportunity#: 6987

Job Summary:

Proposal to air-spade girdled trees expose roots with air-spade/compressor includes removal of soil and mulch, air-spading trees down to roots and hand saw or looper cutting of roots over the flare also roots wrapping around the flare to promote growth and hydration to tree per arborist report. This does not include any replacement sod or mulch. This will take as much as a year or more depending upon how each individual tree responds to the treatment described above it will be a minimum of a year or two before these trees start to recover. We will also cap the bubblers to each tree as well in turf areas since they are being watered from the turf heads.

Locations listed below:

Appleton Court (15 oaks), (20 Magnolias), (5 others)

Total 40 Trees

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
6.00	Labor and Prep	Hr	\$41.43	\$248.57
40.00	Excavation of Trees	Ea	\$235.00	\$9,400.00
2.00	Disposal Fee	Ea	\$50.00	\$100.00
1.00	Irrigation Allowance	LS	\$123.97	\$123.97
Landscape Enhancement Total				\$9,872.54



PROPOSAL

Proposal Total: \$9,872.54

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

Payment due 30 days after receipt of invoice.

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

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

ACCEPTANCE OF PROPOSAL

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

By _____
Jaime Constancio

Date 1/6/2022
VerdeGo

By _____

Date _____
Shearwater HOA



PROPOSAL

Mailing Address

Shearwater HOA
Shearwater HOA
10700 Prairie Lakes Dr
Eden Prairie, MN 55344

Job Address

Shearwater Phase 2C Front Load Townhomes
100 Kayak Way
St. Augustine, FL 32092

Date: January 05, 2022

Phone: Eden Prairie

Opportunity#: 6988

Job Summary:

Proposal to air-spade girdled trees expose roots with air-spade/compressor includes removal of soil and mulch, air-spading trees down to roots and hand saw or looper cutting of roots over the flare also roots wrapping around the flare to promote growth and hydration to tree per arborist report. This does not include any replacement sod or mulch. This will take as much as a year or more depending upon how each individual tree responds to the treatment described above it will be a minimum of a year or two before these trees start to recover. We will also cap the bubblers to each tree as well in turf areas since they are being watered from the turf heads.

Locations listed below:

Appleton Court (15 oaks), (20 Magnolias).

Total 35 Trees

Landscape Enhancement

Quantity	Description	Unit	Unit Price	Ext Price
6.00	Labor and Prep	Hr	\$41.43	\$248.57
35.00	Excavation of Trees	Ea	\$235.00	\$8,225.00
2.00	Disposal Fee	Ea	\$50.00	\$100.00
1.00	Irrigation Allowance	LS	\$123.97	\$123.97
Landscape Enhancement Total				\$8,697.54



PROPOSAL

Proposal Total: \$8,697.54

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

Payment due 30 days after receipt of invoice.

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

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

ACCEPTANCE OF PROPOSAL

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

By _____
Jaime Constancio

Date 1/5/2022
VerdeGo

By _____

Date _____
Shearwater HOA

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

Enhancement Proposal

Job Name: Tree Remediation
 Property Name: Shearwater
 Client: Robert Stone
 Address: 100 Kayak Way
 City/State/Zip: St. Augustine, FL 32092
 Phone: 904-342-3739

Proposal # 0128
 Date: January 21, 2022
 Send Payment to : PO Box 600061
 St. John's, FL 32260

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

Description

Prestige Landscapes will perform the required tree remediation as suggested by Advanced Tree Care, Inc. Project will begin at the main entrance working south to the Outpost traffic circle (staying on the Blvd.). All side streets will follow, moving from the furthest north community south. PLI will return all tree rings to grade and apply a 1" mulch layer with fertilizer when completed.

Materials & Services	Quantity	Unit Price	Total
<i>Removing girdling roots, excess dirt/mulch, air spade (estimated hours)</i>	864	\$43.75	\$37,800.00
<i>Tree Bubbler Cap</i>	1,080	\$8.73	\$13,381.20
<i>Tree Fertilization (caluated 12 trees per fert. blend)</i>	90	\$69.03	\$6,212.70
<i>Pine Straw (1/2 bale of starw each tree)</i>	540	\$10.00	\$5,400.00

TOTAL PRICE **\$ 62,793.90**

ACCEPTANCE OF TERMS

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

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

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

Client:

Prepared by:
Chris Kenny

Date:

Date: January 21, 2022

Internal Use Only		
Project Number:	District: 1	Jacksonville South

PO Reference:		Date Work Completed:	
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Tab 7

2022 April BOS Report

- We hired Wanda Gartman as the Operations Assistant, handling payables and assisting with social events. She has been a great addition to the team.
- Woodlands curbing and asphalt work is complete.
- Michelle is doing a great job with the social events and we are getting a lot of great reviews from the residents as well. We will continue to work as hard/fast as we can to get ahead and get our 3 month calendar planned out on a rolling basis.
- Beth is settling into her new position as Resident Services Administrator. All new resident welcome gifts have been delivered and we are waiting for the rest of the order to complete this project and have a plan to distribute in a proper/more professional manner moving forward.
- Beth also organized the Café and Square to align and work properly and give accounting updates as one would expect.
- The exterior of our all amenity center building has been soft washed and cleaned.
- Tony is replacing broken speakers/non-working speakers outdoors
- We are working on finding a solution to our water fountain issues with access to the filters/sensors. This is taking longer than either of us anticipated and is still on going.
- The gym has gotten great feedback from deep clean two weeks ago and I replaced some more light use equipment (jump boxes, light weight, yoga mats)
- Working on the test area to clean the boardwalk on the trails.
- Working on resident culture as much as possible. Getting them to properly self-police themselves and getting SJSO involved for nuisance calls, dog bites, etc. Getting BOS member(s) and residents to contact staff to get the proper information/answer rather than following the chatter on social media has been the biggest issue.
- Meeting with VESTA this week to firm up lifeguard schedules/details and setting expectations
- Pool furniture (umbrellas, a few more small tables and chaise lounge chair fabric replacement) are onsite and distributed.
- Pool deck and all pool furniture have been pressure washed.
- Tennis contract is complete for BOS review/approval.
- The stadium court has been resurfaced. Tennis players will see and feel the difference.
- The pool heater quotes are in. We received 2 of 3 quotes. The third company is too busy in the fall to quote the work.
- I moved Michelle Sharp to my office. Purchased two new desks and a chair (~\$500)
- Golf cart went in for service. Needed to rent on to maintain work schedule. Will need to strongly consider an enclosed vehicle in addition to the golf cart moving forward. No way to pick up/transport wood and larger material to/from Shearwater.
- Pool Slide has been waxed.
- HVAC Systems in Kayak Club – HUB has been repaired
- Looking to hire a third Maintenance Technician.

AMENDED INDEPENDENT CONTRACTOR AGREEMENT REGARDING TENNIS INSTRUCTION BETWEEN THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND MILLER TENNIS MANAGEMENT, LLC.

THIS AMENDED INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made and entered into as of this __ day of _____, 2022 (“Effective Date”), by and between the **Trout Creek Community Development District**, a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes whose mailing address is 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084 (hereinafter “District”) and **Miller Tennis Management, LLC**, whose address is 122 West Village Drive, Saint Augustine, FL. 32095 (“Contractor”).

RECITALS

WHEREAS, the District has constructed certain recreational improvements including an Amenity Center with associated facilities, including tennis courts and pickleball courts (“Facilities”); and

WHEREAS, the District has authorized the District Manager to require the execution of this Agreement where it is determined necessary pursuant the District’s policies regarding the use of the Facilities; and

WHEREAS, the District desires to enter into an agreement with Contractor to provide for tennis instruction services at the Facilities; and

WHEREAS, Contractor is licensed and/or certified to provide such services and desires to enter into an agreement with the District to do so in accordance with the terms and specifications in this Agreement; and

WHEREAS, the District and Contractor desire to contract and memorialize their understandings and covenants regarding the services the Contractor will provide the District; and

WHEREAS, the District does not warrant that the Facilities are suitable or fit for purposes requested by Contractor but Contractor does believe them to be fit and suitable and Contractor does acknowledge that the District provides no warranties whatsoever.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the District and Contractor hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. Amendment. The parties agree that this Agreement amends, supersedes and replaces in all respects that certain 2019 Independent Contractor Agreement between them.

3. Duties. The duties, obligations, and responsibilities of the Contractor include but are not limited to tennis instruction to be held at the District’s tennis facility. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are performed. Contractor agrees it possesses all necessary licenses, permits and other authority to provide such services.

4. Scheduling. Contractor shall coordinate services directly with the District Manager or his/her on-site management designee. This Agreement does not grant Contractor exclusive use of the Facilities or any part thereof; however, Contractor shall be the exclusive provider of tennis and pickleball lessons, clinics, privates, semi-privates, tournaments, events, round-robins, playdays, and all other tennis-related programs and activities at the Facilities. The District agrees that it will not engage or permit any other party to provide any such activities at the Facilities during the term of this Agreement. Contractor shall schedule all classes in advance pursuant to the means and methods set forth by the District Manager and his/her on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling.

5. Compensation. Contractor shall be entitled to charge and collect a fee directly from Contractor's customers for tennis instruction and related events and activities. Contractor shall be entitled to remit ten percent (10%) of tuition fees to the District for use of the Facilities for tennis instruction.

6. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

7. Term. This Agreement shall commence upon the Effective Date, and shall continue in effect until terminated by either party hereto. The District or Contractor may terminate this agreement for any reason whatsoever upon the giving of ninety (90) calendar days written notice to the other.

8. Maintenance and Repairs.

a. During the term of this Agreement, the District shall be responsible at its expense for performing appropriate routine daily, weekly and monthly maintenance of the Facilities, consisting of watering, raking, sweeping, line cleaning, clay removal, irrigation clock adjustments, rolling, luting of nets and perimeter, and any other duties to maintain an appropriate standard of playability and safety acceptable to Contractor and District residents (collectively, the "Maintenance Activities").

b. The District is responsible for purchasing up to 2 pallets of "har tru" clay per year, as determined by Contractor, to have available and for District staff to apply as needed as recommended by Contractor between the bi-annual clay applications performed by Contractor.

c. The District is responsible for purchasing all maintenance equipment required to maintain the tennis courts at a standard of playability and safety reasonably acceptable to Contractor, including irrigation heads, lutes, shovels, Aussie Mats, brooms, and rakes. Any required replacement equipment shall be purchased and supplied in a timely manner. The District shall also be responsible at its expense for (but shall coordinate with Contractor on) all other repair, maintenance, and cleaning requirements at the Facilities, including repair or replacement of any nets, fences, lines, wind screens, wind screen ties, lights, utilities, plumbing, irrigation, court resurfacing, court accessories, improvements, or other matters at the Facilities. District will reasonably and promptly make any repairs reasonably requested by Contractor, and all issues that relate to irrigation must be immediately repaired by the District (the same day if possible).

d. The District shall be responsible for preparations and clean-up associated with any hurricane or other severe storm or weather event at or about the Facilities; and

Contractor recommends, at a minimum, unfastening/rolling windscreens and securing them in the event that tropical storm winds or stronger are forecasted.

9. Insurance. Contractor shall at all times while performing the services contemplated by this Agreement maintain a general liability insurance policy naming the Trout Creek Community Development District named as an additional insured and issued by an insurance carrier licensed to do business in the State of Florida in an amount of at least one hundred thousand dollars (\$100,000.00), and Contractor agrees to furnish a certificate to the District showing compliance with this section prior to the provision of services.

10. Indemnification. Contractor agrees to defend, indemnify and hold harmless the Trout Creek Community Development District and its respective supervisors, officers, agents, employees and contractors (collectively, "Affiliates") from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including all employees, agents and representatives of Contractor's attendees of the fitness classes or persons traveling to, from or near the fitness classes site, for any injuries, death, theft and real or personal property damage of any nature caused by the negligence or intentional misconduct of Contractor in connection with this Agreement, including litigation or any appellate proceedings with respect thereto, all except to the extent caused by the negligence or intentional misconduct of District. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, F.S., or other statutes.

11. Recovery of Costs and Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

12. Care of Property. Contractor agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in its tennis classes to do the same. Contractor agrees that it shall assume responsibility for any and all damage to the District's facility as a result of Contractor's intentional misconduct or negligent use under this Agreement which may be attributable to events other than ordinary wear and tear. In the event that any such damage to the District's facility occurs, the District shall notify Contractor of such damage. Contractor agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's facilities, residents and landowners. Contractor agrees to reimburse the District for any such repairs (to the extent necessitated by Contractor's negligence or intentional misconduct) within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

13. Dispute Resolution. In the event any dispute arises among the parties, they shall attempt in good faith to resolve such dispute. If the parties are unable to resolve the dispute through informal discussions, then they agree to submit to pre-suit mediation before either party may file a lawsuit. Either party desiring to commence the mediation process shall provide written notice (the "Mediation Notice") to the other party indicating such desire and proposing at least three (3) certified mediators in the Jacksonville, Florida area. Within seven (7) days of receiving such Mediation Notice, the receiving party shall select one of the proposed mediators and the parties shall thereafter promptly schedule the mediation, which shall be held within thirty (30) days of selecting the mediator, but in any event on the first date that the parties and the mediator are all available. The mediation session shall last for at

least one-half day before any party may withdraw from or terminate the process. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

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

ATTEST:

[Print Name of Witness]

DISTRICT:

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

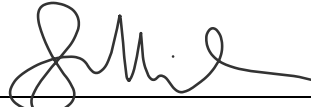
Chairperson, Board of Supervisors

ATTEST:

[Print Name of Witness]

CONTRACTOR:

MILLER TENNIS MANAGEMENT, LLC



By: Scott Miller, Owner

Tab 8

Invoice



Trout Creek CDD
Attn: Accounts Payable
2806 N 5th St. Suite 403
St Augustine FL 32084

Job Number: G21761
Service Call

Job Address:
Attn: Accounts Payable
2806 N 5th St. Suite 403
St Augustine FL 32084

Date	Invoice Number	Customer Order Number	Customer Number	Net Terms
3/7/2022	G21761-01		TROCRE	Net 10th

Description

Material and labor to install (1) LED pole light in the dog park area. Pole light will be controlled by a time clock.

Per DR and confirmed by RS

Date Rec'd Rizzetta & Co., Inc. 03/07/2022
D/M approval *CSB* Date 03.25.22
Date entered 03/10/2022
Fund 001 GL 57200 OC 4701
Check # _____

Billing Amount: 3,100.00
Retention Withheld: 0.00
Retention Due: 0.00
Subtotal: \$3,100.00

Pay This Amount: \$3,100.00



Quote Number 00004337

PROPOSAL

Created Date 3/21/2022
Expiration Date 4/20/2022

Prepared By Brian Zielinski
Email bzielinski@poolsure.com
Phone (800) 858-7665

Contact Information

Contact Name Carol Brown
Email clbrown@rizzetta.com

Address Information

Bill To Name	Shearwater/ Trout Creek CDD	Ship To Name	Shearwater/ Trout Creek CDD
Bill To	3434 Colwell Ave, Suite 200 Tampa, FL 33614 United States	Ship To	260 Shearwater Parkway Saint Augustine, FL 32092 United States

Proposal Notes

This quote is for one month of Water Management which includes:

- All-inclusive fixed monthly rate
- All pool chemicals necessary for normal water chemistry (chlorine, acid, stabilizer, bi-carb, liquid shock & totes, calcium, filter powder, etc.)
- All chemical storage tanks
- All chemical feed equipment & Aquasol Controllers
- All ORP & ACID Pumps (to include tubing and feed tubes)
- All Probes, tubing and replacement parts for chemical feed equipment
- Training and implementation at NO charge
- NO capital expense or cancellation penalties
- Free tech support calls
- Maintenance of controllers/related equipment to be conducted by Certified Poolsure Technicians at no additional charge

* All SDS information is located on our website at www.poolsure.com along with a link to our water management demonstration video.

Product	Sales Price	Quantity	Total Price
WM-CHEM-BASE FL	\$2,538.00	1.00	\$2,538.00

Thank You!

INVOICE



Customer	Trout Creek Community Development District
Acct #	690
Date	03/28/2022
Customer Service	Kristina Rudez
Page	1 of 1

Trout Creek Community Development District
 c/o Rizzetta & Co.
 3434 Colwell Ave, Suite 200
 Tampa, FL 33614

Payment Information	
Invoice Summary	\$ 322.00
Payment Amount	
Payment for:	Invoice#15373
WC100121682	

Thank You

Please detach and return with payment



Customer: Trout Creek Community Development District

Invoice	Effective	Transaction	Description	Amount
15373	04/27/2022	New business	Policy #WC100121682 04/27/2022-10/01/2022 FIA WC Volunteer WC - New business Other Misc Taxes & Surcharges - New business Due Date: 3/28/2022	162.00 160.00

Total	
\$	322.00

Thank You

*FOR PAYMENTS SENT OVERNIGHT:
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453*

Remit Payment To: Egis Insurance Advisors, LLC	(321)233-9939	Date
Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	sclimer@egisadvisors.com	03/28/2022

Tab 9

BID-PROPOSAL



Epic Pools, Inc.
 1820 SR 13 N, Suite 3
 St Johns, FL 32259
 PHONE (904) 417-5100
CPC# 1457438

DATE3/21/22
PROPOSAL NO: 1

	NAME: SHEERWATER CDD			
<i>and</i>				
BUYER/	PROJECT ADDRESS: 100 KAYAK WAY	CITY ST AUGUSTINE	STATE//ZIP FL 32092	PHONE
OWNER				
	ALTERNATE ADDRESS (IF ANY)	CITY	STATE//ZIP	PHONE

We hereby propose to furnish the following work: **Supply & install the following,**

(8) SQ166r 3phase Aqua Cal Heat Pumps, to include the following plumbing of units, electrical with a Eaton breaker, saw cutting concrete for trench, area will be filled by others, all necessary labor, piping & valves included, Aqua Cal will perform a checkup to each unit prior to running.

\$85,750.00

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

X _____ Date _____
Customer

X _____ Date _____
Customer

X _____ Date _____
Contractor

HEATWAVE SUPERQUIET HEATING PROPOSAL

AIR SOURCE POOL / SPA HEAT PUMPS

POOL LOCATION:
 No project name/ Lap Pool

 TELEPHONE: _____
 PREPARED BY: Jim J.
 Sizing based on weather statistics for: ST. AUGUSTINE, FL

DISTRIBUTOR:
 Rob
 Shearwater

 TELEPHONE: 904-687-3073
 FACSIMILE: _____
 DATE: 01/05/2022

SWIMMING POOL SIZING DATA PROFILE

Pool Dimensions (width X length):	N/A	Pool Surface Area:	4,133.3 Sq. Ft.
Estimated Surface Area:	4,133.3 Sq. Ft.	Pool Volume:	155,000.0 Gallons
Average Depth:	5.0 Ft.	Water Weight:	1,291,150.0 lbs.
Wind Conditions:	No	It takes 1 BTU to heat 1 lb of water 1° F.	
Temperature Rise Required:	24.2° F	Disclaimer:	Target Water Temperatures Vary Depending on the Season.
Hertz:	60 Hz		Temp 82F, No wind No cover, moderate sun exposure, no features.
Source Water Temperature:	N/A		
Unit Type:	HEATWAVE SUPERQUIET		

PEAK MONTH HEATING REQUIREMENTS

	<u>Blanket</u>	<u>Aqua Blanket</u>	<u>No Blanket</u>
Heat Loss/Day	4.8° F	7.3° F	12.1° F
BTU Req'd/Day	6,249,166	9,373,749	15,622,915
Peak Month			
	<u>Qty Model</u>	<u>Qty Model</u>	<u>Qty Model</u>
Heat Pump(s)	1 N/A	5 SQ166R	8 SQ166R
Coldest Day			
Max Run Time	0 hrs	14.9 hrs	15.5 hrs

HEATWAVE SUPERQUIET SAVINGS

	<u>Blanket</u>	<u>Aqua Blanket</u>	<u>No Blanket</u>
1 Year			
Gas Heating Costs	\$0.00	\$61,418.52	\$102,364.22
AquaCal Heating Costs	\$0.00	\$11,659.83	\$19,433.07
AquaCal Savings	\$0.00	\$49,758.69	\$82,931.15
Savings Percent	0.00%	81.02%	81.02%
5 Year			
Gas Heating Costs	\$0.00	\$307,092.60	\$511,821.10
AquaCal Heating Costs	\$0.00	\$58,299.15	\$97,165.35
AquaCal Savings	\$0.00	\$248,793.45	\$414,655.75
Savings Percent	0.00%	81.02%	81.02%
10 Year			
Gas Heating Costs	\$0.00	\$614,185.20	\$1,023,642.20
AquaCal Heating Costs	\$0.00	\$116,598.30	\$194,330.70
AquaCal Savings	\$0.00	\$497,586.90	\$829,311.50
Savings Percent	0.00%	81.02%	81.02%

ENERGY PROFILE

Natural Gas Cost Per Therm: \$2.60
 Electric kWh Rate: \$0.14

AVERAGE MONTHLY HEATING COST COMPARISON

	<u>Blanket</u>		<u>Aqua Blanket</u>		<u>No Blanket</u>		Swim			
	HEAT PUMP	GAS	HEAT PUMP	GAS	HEAT PUMP	GAS	AVERAGE MONTH	FIRST HALF	LAST HALF	CLIMATE TEMP °F
January	Pool Closed	Pool Closed	\$1,982.91	\$10,445.03	\$3,304.85	\$17,408.39	January	☑	☑	57.8
February	Pool Closed	Pool Closed	\$1,851.81	\$9,754.45	\$3,086.35	\$16,257.42	February	☑	☑	59.4
March	Pool Closed	Pool Closed	\$1,548.64	\$8,157.49	\$2,581.06	\$13,595.81	March	☑	☑	63.1
April	Pool Closed	Pool Closed	\$1,065.20	\$5,610.97	\$1,775.33	\$9,351.62	April	☑	☑	69.0
May	Pool Closed	Pool Closed	\$565.37	\$2,978.13	\$942.29	\$4,963.55	May	☑	☑	75.1
June	Pool Closed	Pool Closed	\$163.88	\$863.23	\$273.13	\$1,438.71	June	☑	☑	80.0
July	Pool Closed	Pool Closed	\$73.74	\$388.45	\$122.91	\$647.42	July	☑	☑	81.1
August	Pool Closed	Pool Closed	\$73.74	\$388.45	\$122.91	\$647.42	August	☑	☑	81.1
September	Pool Closed	Pool Closed	\$213.04	\$1,122.19	\$355.07	\$1,870.32	September	☑	☑	79.4
October	Pool Closed	Pool Closed	\$753.83	\$3,970.84	\$1,256.39	\$6,618.07	October	☑	☑	72.8
November	Pool Closed	Pool Closed	\$1,450.31	\$7,639.55	\$2,417.18	\$12,732.58	November	☑	☑	64.3
December	Pool Closed	Pool Closed	\$1,917.36	\$10,099.74	\$3,195.60	\$16,832.91	December	☑	☑	58.6
Totals	\$0.00	\$0.00	\$11,659.83	\$61,418.52	\$19,433.07	\$102,364.22				

If your pool gets too hot in the summer, AquaCal's Heat'n'Cool heat pump can also cool your pool!

This has been prepared with historical data of the past 30 years. Weather patterns will vary each year. Heat gains and costs will vary accordingly.

AQUACAL AUTOPILOT, INC. 2737 24th STREET NORTH ST. PETERSBURG, FL 33713 Phone 727-823-5642 Fax 727-821-7471

*This applies to all Liquid Blanket products



357 Andrews Street
Ormond Beach, FL 32174
Volusia(386)673-9720 Flagler(386)445-0059
St. Johns(888)673-9720
License# CVC56698 / CPC1459365

3/1/2022

Shearwater
100 Kayak Way
St Augustine, FL 32092
Attn: Robert Stone

Dear Shearwater and Robert Stone,

After evaluating your pool, and based on the manufacturers recommendation, it would be best to install a series of heatpumps to heat your pool continuously throughout the year. The proposed heaters are also capable of cooling the pool in the warmer months.

(8) Aquacal SQ166R heatpump - 1ph	\$ 50,795.00
Labor, installation of plumbing	\$ 9,500.00
Electrical Service (Award Electrical Services EC13005000) Price valid for 7 days – Subject to change	\$ 21,870.00
Total Estimate for Complete Proposed System	\$ 82,165.00

Please feel free to contact me anytime to discuss this estimate more or to schedule your immediate installation.

Your Pool Heating Specialist
Jamie Ressler
Wayne's Solar
(386)569-3499

Accepted Signature _____ Date Accepted _____

50% Deposit required at the signing of this contract before scheduling or any work will be performed.

**FIRST AMENDMENT TO THE LANDSCAPE MAINTENANCE SERVICES
AGREEMENT BY AND BETWEEN TROUT CREEK COMMUNITY DEVELOPMENT
DISTRICT AND VERDEGO, LLC**

This First Amendment (“First Amendment”) is effective as of September 1, 2021, by and between:

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

VerdeGo LLC, whose address is 3335 N. State Street, Bunnell, Florida 32210 (“**Contractor**,” and collectively with the District, “**Parties**”).

RECITALS

WHEREAS, on September 1, 2020, the District and the Contractor entered into an agreement for landscape maintenance services (the “Services Agreement”); and

WHEREAS, pursuant to Section 8 of the Services Agreement, the parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

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

- A.** The Services Agreement is hereby amended to reflect the updated scope of services pursuant to Contractor's proposal for additional services for maintenance of additional areas, which proposal is attached hereto as **Exhibit A.**
- B.** Compensation for the additional services shall be amended in accordance with **Exhibit A.** Such payment shall be due and payable in accordance with the terms of the Services Agreement, as amended.

SECTION 3. To the extent that any terms or conditions found in **Exhibit A** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

SECTION 4. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.


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

ATTEST:

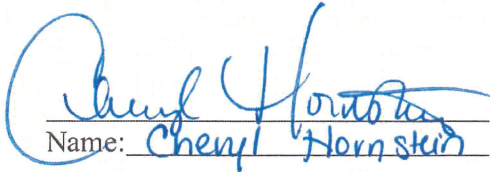
**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary




Chairman, Board of Supervisors



Name: Cheryl Hornstein

VERDERGO LANDSCAPING, LLC



By: TJ McElroy
Its: President

Exhibit A: Proposal

Exhibit A



Landscape Maintenance Proposal

Property Name: Shearwater

Company Name: Trout Creek CDD

Phase 3A Landscaping

Contact Name: Trout Creek CDD .

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

<u>Services</u>	<u>Frequency</u>	<u>Amount</u>
Full Service Maintenance: Mowing	40	\$9,457.56
Full Service Maintenance: Detail	12	\$2,752.44
Irrigation Management	12	\$1,619.76
Chemical/Fertilization Program - St. Augustine Turf	6	\$4,741.74
Shrub, Tree, and Palm Fertilization Program	2	\$833.74
	MONTHLY INVESTMENT	<u>\$1,617.10</u>
	ANNUAL INVESTMENT	<u>\$19,405.24</u>

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

Contract Period September 1, 2021 to September 30, 2022

The term for the maintenance of Phase 3A landscaping shall be set to run concurrent with the term of the existing Service Agreement. The Annual Investment shall represent the amount paid from October 1, 2021 to September 30, 2022, not the total amount due for this work which would be \$20,671.10.



PRESTIGE
LANDSCAPES
OF NORTH FLORIDA, INC.

At

Shearwater PH3

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



Chris Kenny—Owner
904-315-8041
P.O. Box 600061
St. Johns, Florida 32260
chris@pliflorida.com

April 12, 2022

David Roane, *Land Development Manager*
Free Hold Communities
322 Paseo Reyes Dr.
St. Augustine, FL 32095

Re: Landscape Maintenance Services Proposal for Shearwater Phase 3

Dear Mr. Roane,

Thank you for considering a partnership with Prestige Landscapes of North Florida as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **Shearwater Phase 3**. With this is your Landscape Maintenance Plan we designed to give you a landscape that you can be proud of.

Your Landscape Maintenance Plan includes the following sections:

Scope of Services Summary: Summarizes our proposed scope of services, detailing the Best Practices we have developed to provide a consistent appearance across your landscape.

References: Selected listing of clients who manage properties with landscape needs similar in scope to yours. Please reach out to them with any questions you have about our firm.

About Us: Information about our company's qualifications, capabilities and values.

Your Investment: Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I would welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,

Chris Kenny
Owner/President
chris@pliflorida.com
904.315.8041

Shearwater Phase 3

4-12-22

Exhibit "A"

Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing \$4,992.00
Includes mowing, edging, string-trimming and cleanup.

Detailing \$7,487.98
Includes shrub pruning, tree pruning and weeding.

IPM – Fertilization & Pest Control \$000.00
Fertilization/fungicide/insecticide/herbicide/etc.

Irrigation Inspection \$1,805.00

Annual Core Total \$14,284.98

Additional Services

Optional Fert/Chem App. \$1,750

Pine Straw N/A

Annual Flowers N/A

GRAND TOTAL ANNUAL \$14,284.98

MONTHLY \$4,761.66

SERVICES	VISITS
<i>Mowing</i>	
Mow, Hard Edge, String Trim & Cleanup (St. Augustine)	13
Soft Edge (St. Augustine)	7
Etc....	
<i>Detailing</i>	
Weeding (by hand)	13
Weeding (roundup)	7
Shrub Pruning	7
Small Tree Pruning	7
Etc....	
<i>IPM – Fertilization & Pest Control</i>	
<i>Fertilization</i>	
St. Augustine PLI uses 3-4 slow-release granular apps	1
Shrubs	1
Small Trees	1
Large Trees	1
Etc....	
<i>Chemical – Turf</i>	
St. Augustine Insecticide	1
St. Augustine Herbicide	1
Etc....	
<i>Chemical – Shrubs/Trees</i>	
Shrubs – Fungicide	As needed
Shrubs – Insecticide	As needed
Small /Medium Tree - Fungicide	As needed
Small /Medium Tree – Insecticide	As needed
Palm Tree – Insecticide	As needed
<i>Irrigation Inspections</i>	
# Of Checks	3
<i>Palm Pruning</i>	
Standard Palms	-
Tropical Palms	-
Specialty Palms	-
<i>Mulch</i>	
Mulch Application – Mini Pine Bark	-
Mulch Application – Pine Straw	-
<i>Annual Flowers</i>	
Standard Annual Flower Installation	-
Deluxe Annual Flower Installation	-
Holiday/Perennial Flower Installation	-
Annual Bed Soil Replenishment	-
Annual Flower Bed Maintenance	-

What you can expect from us as our valued Client!

Communication

You need to know what is going on. Most frustration comes from not knowing. We have confronted this issue head on—our systems put communication first. Clients have a single point of contact regardless of the stage of their job. There are regular updates, and we always welcome lots of feedback. It is always our policy to be honest and responsive and our objective is complete customer satisfaction.

Customization

One size does not fit all. Every property we service has its own set of needs and issues. Our experienced staff and integrated approach allow us to find unique solutions to meet most property or budget constraints. It is our focus to be as flexible as possible so that we find the best solution and our customer experience is stress free.

Proactivity

We will fix it before it is a problem. The last thing we want is for our clients to point out something we have missed. We have built our service programs around proactivity and our professionals strive to catch every detail before someone else does. Procedures, checklists and training all focus on one result—making sure our customers do not have to manage our work.

Personnel

- We understand that our personnel are perceived as your representatives while on your property; rest assured in knowing they will conduct themselves in an efficient, well-mannered, well-groomed, and workman-like manner.
- All our services are coordinated to minimize disruption and maximize safety to people and vehicular traffic.
- We provide all labor, transportation, and supervision necessary except in circumstances where we may use a reputable subcontractor (e.g., palm pruning, mulch, and irrigation) to carry out the task.
- Should we accidentally damage anything on your property, we will promptly make repairs at no cost to you.

Our Vehicles and Equipment

- Our service vehicles are well maintained, registered, insured, and operated only by responsible licensed personnel.
- All trailers, storage facilities, and maintenance equipment are in good condition and present a clean and neat appearance.
- Tools and equipment will be perfectly suited to the task at hand and used with safety gear when necessary.

Additional Services

- We will gladly provide extra services (such as irrigation repair and plant material replacement), special services and/or landscape enhancements at an additional charge with written approval from one of your authorized representatives. Our landscape design team and enhancement crews are ready when you are!

Additional Provisions

- Your personal Account Manager will conduct inspections monthly to assess and remedy landscape maintenance deficiencies as soon as possible.
- We offer a 24-hour contact list for use in case of emergencies.
- Removal of all landscape debris generated on the property during landscape maintenance is our sole responsibility, at no additional expense to you.
- Access to a water source on your property must be provided for use in spray applications.
- All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.
- We will frequently assess, identify, and notify you of any landscape conditions that affect long-term health including our suggestions regarding the best course of action. While we cannot guarantee the survival of plant material, since it is a living thing, any plant material that dies as a direct and identifiable result of improper maintenance practices will be replaced at no additional cost to you.

Agronomics Program



Customer: Prestige Landscapes of North Florida

Property: Shearwater Phase 3

Turf/Shrub Program

January – February

Atrazine; Prodiamine, 8-4-36 turf special, PPZ Fungicide

March

Spectacle pre-m 8-4-36 turf special with soluble 21-0-0 AMS

[Shrubs- 20-20-20, Insect and Disease treatment/ 8-10-10 trees/palms 8-2-12 w/ Kiserite](#)

April

30-10-10 with micros Spring Heavy N Fert

May

Spectacle Pre-m, Basagran Herbicide; Manor Herbicide; 12-0-0Fe

[Shrubs- 20-20-20, Insect and Disease treatment/ 8-10-10 trees/palms 8-2-12 w/ Kiserite](#)

June

Meridian Chinch Application, 40-0-0, Micros Package IPM WEEDS

July

21-0-0 AMS, 6-0-0 w/ micros, Celsius herbicide.

August

21-0-0 AMS, 8-4-36 turf special, Iron supplement/Micronutrient package; Certainty sedge application

[Shrubs- 20-20-20, Insect and Disease treatment/ 8-10-10 trees/ Palms 8-2-12 w/ Kiserite](#)

September

IPM Spot treatments as needed

[Shrubs- 20-20-20, Insect and Disease treatment Palms 8-2-12 w/ Kiserite](#)

October - November

8-4-36 turf special, Atrazine herbicide, PPZ Fungicide preventative

December

IPM Spot treatments as needed

About Us

PRESTIGE
LANDSCAPES
OF NORTH FLORIDA, INC.



LANDSCAPE SERVICES

LANDSCAPE MAINTENANCE

LANDSCAPE INSTALLATION

AGRONOMIC PROGRAMS, TURF AND ORNAMENTALS

IRRIGATION SERVICES, INSPECTIONS AND REPAIRS

PALM AND HARDWOOD TREE PRUNING

LANDSCAPE DESIGN AND CONSULTING

LANDSCAPE LIGHTING



Prestige - Respect based on perception of quality and achievements.

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

▪
Experience & References

Prestige Landscapes is a comprehensive landscape design + build + maintenance firm that offers a wide range of professional landscape services. We specialize in multi-family, HOA, CDD, and commercial projects throughout Northeast Florida. Our services include landscape architecture, site planning, landscape construction, and landscape maintenance services. All management members on our team hold GI-BMP certifications.

A few notable projects and work history:

City of Jacksonville Beach Landscape Maintenance – Downtown

Toll Brothers Landscape Maintenance Nocatee HOA'S

Bannon Lakes – Full Landscape/Irrigation Installation. Phase 1 Pulte Homes w/ maintenance

Grand Oaks – Full Landscape/Irrigation Installation. Pulte Homes "The Trails at Grand Oaks"

Shearwater CDD - Full landscape/irrigation installation. Current project Outpost Amenity Center w/maintenance.

Lakeside at Amelia Island – Full landscape/irrigation installation. Current landscape maintenance services.

Pulte Homes – Full landscape/irrigation installation. Current landscape maintenance services.

Enclave at Summer Beach - Full landscape/irrigation installation. Current landscape maintenance services.

Carriage Homes at Coastal Oaks – Current Landscape Maintenance Services.

Holiday Inn at St. John's Town Center - Full landscape/irrigation installation.

Seaside Vista at Vilano Beach - Full landscape/irrigation installation.

Harbor View - Full landscape/irrigation installation.

Marsh View - Full landscape/irrigation installation. Current landscape maintenance services.

The Preserve at Eagle Harbor - Full landscape/irrigation installation.

Edwards' Moving & Rigging – Grade, irrigate, and landscape installation of a new distribution center.

Artisan Homes – Landscape design, installation, and maintenance specialist for new community construction in North Florida.

Anglers Cove - Conceptional design, permits, clearing, grading, and installation of community entrances, greenspace and right of ways.

The management team at Prestige Landscapes of NF demands excellence and quality beyond expectations. With over 80 years of experience our team demonstrates creative, quality landscape design and maintenance. We look forward to serving all your needs!

Sincerely,

Chris Kenny

Christopher Kenny
Owner/President

Client References

Arbor Company

Services Provided: Landscape Management & Installation
Property: Lakeside at Amelia Island
Contact: Melissa Sloper, Design Director, Sr. Project Manager
Phone: 512-590-1443

Amelia Island Management

Services Provided: Landscape Maintenance
Property: Enclave at Summer Beach
Contact: Peter Mallory
Phone: 904-321-4142

Artisan Homes

Services Provided: Landscape Design, Management & Installation
Property: Various Communities in N.E FL
Contact: Robert Swanbeck, Director of Sales and Marketing
Phone: 239-898-1039

Freehold Communities

Services Provided: Landscape/Irrigation Installation
Property: Shearwater
Contact: David Roane, Land Development Manager
Phone: 904-449-2883

▪

Company Info

COMPANY NAME: PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

FEIN: 47-1639777

INCORPORATED: 8/19/2014

MAILING ADDRESS: PO Box 600061
St. John's, FL 32260

CONTACT: CHRIS KENNY (904) 315-8041

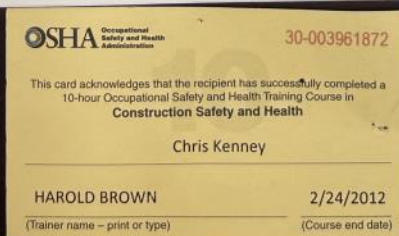
EMAIL: ADMIN@PLIFLORIDA.COM
CHRIS@PLIFLORIDA.COM

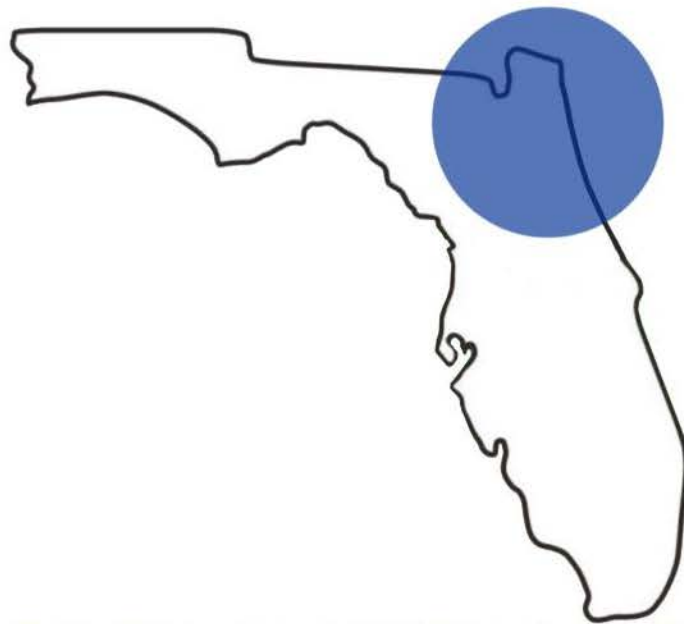
BANK REFERENCE: CENTER STATE BANK
2198 A1A South
ST. AUGUSTINE, FL 32080
(904) 201-6500

IRRIGATION LICENSE **Scc131152423**

TRADE REFERENCES: LEGACY FARMS & ORNAMENTALS
Sevill, FL 32190
(386)225-0308
OFFICE@LEGACYFARMS-LLC.COM

GARRETT SOD SERVICES
8435 FLORENCE COVE ROAD
ST. AUGUSTINE, FL 32092
(904) 814-8477
GARRETTSDOD@ATT.NET





PRESTIGE
LANDSCAPES
OF NORTH FLORIDA, INC.

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

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

[OUTPOST AMENITY]

THIS AGREEMENT (“Agreement”) is effective as of the 15th day of May, 2021, by and between:

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

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

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of St. Johns County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping, irrigation and other infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for the Outpost Amenity within the boundaries of the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as **Exhibit A** and incorporated herein by reference (“Services”), and represents that it is qualified and willing to serve as a landscape and irrigation maintenance contractor and provide such Services to the District; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

- 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.
- 2. DESCRIPTION OF WORK AND SERVICES.**

A. Contractor agrees to provide professional landscape and irrigation maintenance services within presently accepted industry and professional standards. Upon all Parties executing this Agreement, Contractor shall provide the District with the specific services identified in this Agreement and the attached Exhibits.

B. While providing the Services identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. Contractor shall provide the specific Services as provided in this Agreement and the attached Exhibits.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of Contractor are those described in the Scope of Services attached hereto as **Exhibit A**, for those areas more particularly depicted in the map attached hereto as **Exhibit B** and incorporated herein. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. To the extent that provisions of this Agreement conflict with provisions of **Exhibit A**, this Agreement shall control.

4. MANNER OF CONTRACTOR'S PERFORMANCE. Contractor agrees to perform the Services in accordance with this Agreement, the attached Exhibits, and any change order, addendum, addenda or work authorization executed by the Parties, if any, authorized in writing by the District and accepted by both Parties. All work shall be performed in a neat and professional manner, acceptable to the District and shall be in accordance with industry standards. The performance of all Services by Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any change order, addendum, addenda, or work authorization, but which are nevertheless necessary for the proper provision of Services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's Services.

(1) The District hereby designates the District Manager, or his or her designee, to act as its representative.

(2) Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. If time is lost due to heavy rains, ("Rain Days"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days, if possible, or within a reasonable time. Contractor shall provide Services on Saturdays if needed to make up Rain Days, but Contractor shall not provide Services on Sundays.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

A. The initial term of this Agreement shall be for one (1) year, from the date first written above through May 14, 2022 ("Initial Term"), unless otherwise terminated earlier in accordance with Section 13 of this Agreement. At the end of the Initial Term, this Agreement may be renewed for two (2) additional one (1) year terms, at the District's discretion and upon written renewal. As compensation for Services during the Initial Term, the District agrees to pay Contractor Twenty-Two Thousand Seven Hundred Sixty-Two Dollars (\$22,762.00) per year, in twelve (12) equal monthly payments (May 2021 is half payment) of One Thousand Eight Hundred Ninety-Six Dollars (\$1,896.00) upon completion of Services satisfactory in the District's sole discretion contemplated under this Agreement. Compensation for Services during the extended terms, if any, shall be negotiated between the District and Contractor and the Parties shall enter into a written agreement regarding same, prior to any changes in compensation.

B. If the District should desire additional work or services, or to add additional lands to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, change order(s), or work authorization(s) to this Agreement. Contractor shall be compensated for such agreed upon additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services such as mulching, mowing, irrigation, sodding, remedial landscape, and the planting of annuals, may be provided by Contractor. However, no additional services shall be provided unless previously authorized by the District in writing. Fees for such additional services shall be as provided for in a separate proposal or, if not identified, as negotiated between the District and Contractor, reduced in writing, prior to the start of such additional services.

C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District or otherwise in accordance with the Florida Prompt Payment Act. Each monthly invoice shall include such supporting information as required by Florida law and in accordance with the District's Rules of Procedure.

6. INSURANCE.

A. Contractor or any subcontractor performing the Services described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers' Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or

subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

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

10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

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

13. TERMINATION. The District agrees that Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered

up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.

14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

15. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without the requisite written approval of the other party shall be null and void.

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

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

18. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Should there be any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement shall control.

20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

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

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

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

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

B. If to Contractor: Prestige Landscapes of North Florida, Inc.
Post Office Box 600061
St. Johns, Florida 32260
Attn: Chris Kenny

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida

25. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and Contractor.

26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Melissa Dobbins** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, AS TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270, MDOBBINS@RIZZETTA.COM, OR AT 2806 NORTH FIFTH STREET, UNIT 403, ST. AUGUSTINE, FLORIDA 32084.

27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

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

30. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

31. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the Parties execute this agreement 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: _____

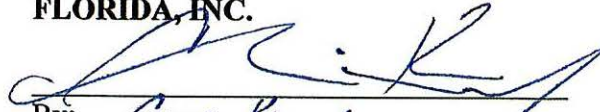

By: Chris Kenny
Its: Owner / President

Exhibit A: Scope of Services
Exhibit B: Maintenance Area Map

Exhibit A
Scope of Services



Trout Creek CDD “Outpost”

4-30-21

Exhibit “A”

Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing	\$7,371.92
- Includes mowing, edging, string-trimming and cleanup.	
Detailing	\$7,380.08
- Includes shrub pruning, tree pruning and weeding.	
IPM – Fertilization & Pest Control	\$5,600
- Fertilization/fungicide/insecticide/herbicide/etc.	
Irrigation Inspection	\$2,400
	<hr/>
Annual Core Total	\$22,762

Additional Services

Mini Pine Bark (per yard)	N/A
Pine Straw	N/A
Annual Flowers	N/A
	<hr/>
GRAND TOTAL ANNUAL	\$22,762.00
MONTHLY	\$1,896.00

SERVICES	VISITS
Mowing	
Mow, Hard Edge, String Trim & Cleanup (St. Aug/Bermuda)	38
Soft Edge (St. Aug/Bermuda)	19
Etc....	
Detailing	
Weeding (by hand)	26
Weeding (roundup)	12
Shrub Pruning	26
Small Tree Pruning	As needed
Etc....	
IPM – Fertilization & Pest Control	
Fertilization	
St. Augustine/Bermuda	8
Shrubs	4
Small Trees	4
Palm Trees	4
Etc....	
Chemical – Turf	
St. Augustine/Bermuda Insecticide	2
St. Augustine/Bermuda Herbicide	2
Etc....	as needed
Chemical – Shrubs/Trees	
Shrubs – Fungicide	as needed
Shrubs – Insecticide	as needed
Small /Medium Tree - Fungicide	as needed
Small /Medium Tree – Insecticide	as needed
Palm Tree – Insecticide	as needed
Irrigation Inspections	
# of Checks	12
Palm Pruning	
Standard Palms	-
Tropical Palms	-
Specialty Palms	-
Mulch	
Mulch Application – Mini Pine Park	-
Mulch Application – Pine Straw	1
Additional Services	
Boardwalk Maintenance	38
Blowing, small debris removal, trim encroaching limbs	

Exhibit B
Maintenance Area Map

